

# Milam County Commissioner's Court

September 23, 2013

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

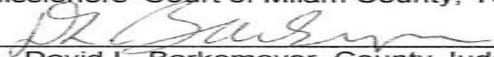
Notice is hereby given that a meeting of the above named Commissioner's Court will be held on Monday, the 23rd of September, 2013, at 10:00 a.m., in the Commissioner's Courtroom, Milam County Courthouse, 102 S. Fannin, Cameron, Texas, at which time the following agenda items will be covered:

### 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. Accept outside Auditor's Report
6. Review and consider reinstating Burn Ban - Travis Yoakum, Milano VFD
7. Nominate members for the Milam Appraisal District Board of Directors
8. Approve Proclamation for Crime Prevention Month - Ted Hubert, TRIAD
9. Approve Certified Local Government Members - Milam County Historical Commission
10. Consider/Adopt Resolution Authorizing the Award of Professional Service Provider Contracts - Vicki Spiess, GrantWorks, Inc
11. Consider/Adopt Authorized Signatories Resolution - Vicki Spiess, GrantWorks, Inc
12. Consider/Adopt Resolution Promoting Fair Housing - Vicki Spiess, GrantWorks, Inc
13. Consider/Adopt Agreement between Milam County and North Milam Water Supply Corporation - Vicki Spiess, GrantWorks, Inc
14. Consider/Award grant administration agreement in accordance to 2013 Texas Department of Agriculture Community Development Block Grant Contract #713330 - Vicki Spiess, GrantWorks, Inc
15. Consider/Award engineering agreement in accordance to 2013 Texas Department of Agriculture Community Development Block Grant Contract 713330 - Vicki Spiess, GrantWorks, Inc
16. Accept Commissioners Annual Road Reports
17. Approve line item adjustments
18. Approve payment of bills
19. Adjourn

Dated this the 19<sup>th</sup> day of September, 2013  
Commissioners' Court of Milam County, Texas

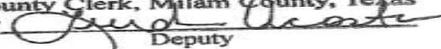
By   
David L. Barkemeyer, County Judge

I, the undersigned, County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Milam County, Texas, at a place readily accessible to the general public at all times on the 19th day of September, 2013 and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the 19th day of September, 2013

County Clerk of Milam County, Texas  
Barbara Vansa

By 

Filed 19<sup>th</sup> day of Sept  
in 2013, At 10:10 A.M.  
BARBARA VANSA  
County Clerk, Milam County, Texas  
By   
Deputy

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
- Period of silence followed by any additional prayers and words of encouragement (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

- Accept outside Auditor's Report

# Item 6

- Review and Consider reinstating Burn Ban
  - Travis Yoakum, Milano VFD

# Item 7

- Nominate members for the Milam Appraisal District Board of Directors

**SELECTION PROCESS**  
**APPRAISAL DISTRICT BOARD OF DIRECTORS**

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1. Allocation of Votes:

Before October 1 of an odd-numbered year, the Chief Appraiser calculates the number of votes for each voting unit (county, cities and schools). To determine the votes, the Chief Appraiser:

- a. Divides the amount of the preceding year's property taxes imposed by each unit by the sum of the total amount of preceding year's property taxes imposed by all voting units.
- b. Multiplies the quotient of item a. of each unit by number of votes (1,000 votes per number of seats on Board = 5,000 votes) to determine number of votes for each voting unit.
- c. The Chief Appraiser must notify the county judge and each county commission, the mayor of each town and the city manager/secretary/clerk (as applicable); and the presiding officer or president of each school board and each school superintendent.

2. Nomination of Board candidates

Each voting unit may nominate by resolution adopted by its governing body one candidate for each of the five (5) positions to be filled on the Board.

The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the Chief Appraiser by October 15, 2013.

3. Ballot

Before October 30<sup>th</sup>, the Chief Appraiser will prepare a ballot listing candidates in alphabetical order and deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit entitled to vote.

4. Voting by Resolution

The governing body of each voting tax unit shall determine its vote by resolution and submit it to the Chief Appraiser before December 15<sup>th</sup>.

5. Count of Votes

The Chief Appraiser shall count the votes and declare the five candidates receiving the largest cumulative vote totals elected. The Chief Appraiser notifies all taxing units (voting and non-voting) and all the candidates (winners and losers) of the outcome. If a tie occurs, the Chief Appraiser must resolve it through any method of chance.

**NOTICE OF VOTE ALLOCATION  
SELECTION OF BOARD MEMBERS 2014-2015  
MILAM APPRAISAL DISTRICT**

<b>ENTITY</b>	<b>2012 ENTITY MCAD LEVY</b>	<b>VOTING ENTITY PERCENT OF LEVY</b>	<b>VOTING ALLOCATION BY UNIT</b>
Barlett ISD	\$ 146,379.29	0.434%	22.00
Buckholts City	27,188.91	0.081%	4.00
Buckholts ISD	293,723.60	0.870%	44.00
Cameron City	1,206,412.33	3.573%	179.00
Cameron ISD	3,680,930.02	10.901%	545.00
Gause ISD	943,299.33	2.794%	140.00
Holland ISD	48,184.86	0.143%	7.00
Lexington ISD	15,919.98	0.047%	2.00
Milam County	10,517,135.57	31.150%	1,558.00
Milano ISD	986,888.90	2.923%	146.00
Rockdale City	1,326,117.37	3.927%	196.00
Rockdale ISD	12,664,011.95	37.500%	1,875.00
Rogers ISD	110,671.46	0.328%	16.00
Rosebud/Lott ISD	92,750.11	0.275%	14.00
Thorndale City	312,902.19	0.927%	46.00
Thorndale ISD	1,394,147.08	4.129%	206.00
<b>Totals</b>	<b>\$ 33,766,662.95</b>	<b>100.00%</b>	<b>5,000.00</b>

9/11/2013

C:\Users\Admin-HR&Finance\2013\Board of Directors\2014-2015 VOTE ALLOCATION  
Prepared by MAD - md

# Item 8

- Approve Proclamation for Crime Prevention Month
  - Ted Hubert, TRIAD

**MILAM COUNTY TRIAD  
PROCLAMATION**

September 23, 2013

Whereas, Crime is committed when rules and laws are breached to which law enforcers arrest the culprit and/or a court or government agency finds the criminal guilty. A criminal is anyone that willingly and knowingly harms people and properties. And

Whereas, every citizen is protected under the law, and

Whereas, it is the responsibility of governments at the level of City, County, State, and National, to provide a safe environment for each individual. And

Whereas, disseminating information for educating citizens about Crimes scams, frauds, schemes, and pitfalls will alert the citizenry of possible dangers, and

Whereas, Milam County TRIAD having volunteers to serve on the S.A.L.T. (Seniors And Lawmen Together) committee and each of the seven entities: Milam County Sheriff, Cameron Chief of Police, Rockdale Chief of Police, Thorndale Chief of Police, Milam County Retired Teachers Association, Milam County Fire Chief's Association and the Milam County EMS are all public servants that support the concept of preventing crime. And

Whereas, MCT has partnered with Cameron Chamber of Commerce, The Rockdale Chamber of Commerce, Citizens National Bank, The Rockdale Reporter, The Cameron Herald for support in this effort. And

Whereas, The National Association of TRIAD, Inc (NATI) recognizes October as Crime Prevention Month. And so,

Be it Proclaimed by Commissioner's Court of Milam County on this the 23rd day of September, 2013 that October, 2013 and October each year thereafter, will be known as Milam County Crime Prevention Month.

\_\_\_\_\_  
David Barkemeyer – Milam County Judge

\_\_\_\_\_  
Tank Balch - Commissioner, Pct 1

\_\_\_\_\_  
Kenneth Hollas – Commissioner, Pct 2

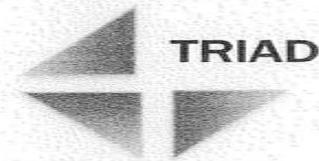
\_\_\_\_\_  
John Fisher – Commissioner, Pct 3

\_\_\_\_\_  
Jeff Muegge – Commissioner, Pct 4

# Milam County Crime Prevention Month Program

Presented by the Milam County

## TRIAD



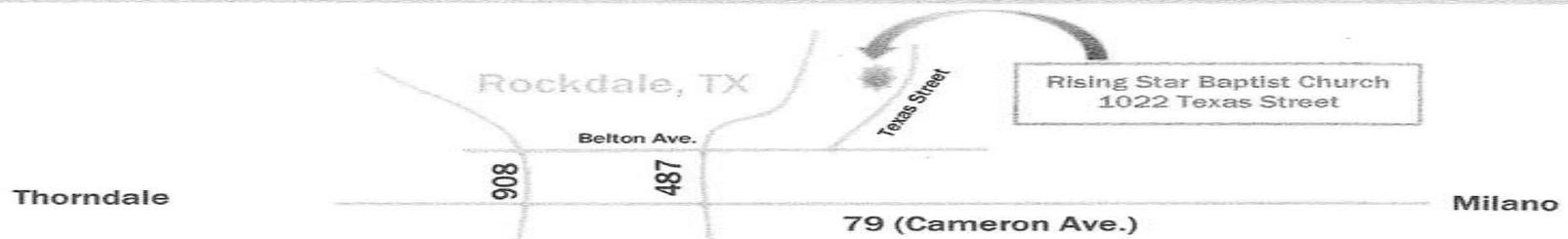
**How safe is your home? You might be surprised that your home is not as secure as you think. Come hear *Cameron Police Chief Randy Dixon* explain simple ways you can protect yourself, your family and your property.**

## Rising Star Baptist Church

1022 Texas Street - Rockdale, Texas

**October 10, 2013**

Refreshments at 6PM – Program at 6:30PM



# Item 9

- Approve Certified Local Government Members
  - Milam County Historical Commission

**MILAM COUNTY CERTIFIED LOCAL GOVERNMENT COMMITTEE**

**All of the above have been contacted and are willing to serve as listed.**

**Request for this to be on Commissioners Court**

**September 23, 2013**

<b><u>Name</u></b>	<b><u>Term</u></b>
<b>Joy Graham</b>	<b>2014</b>
<b>Lucile Estell</b>	<b>2014</b>
<b>Darlene Anglen</b>	<b>2014</b>
<b>Geri Burnett</b>	<b>2016</b>
<b>Mary Nell Neely</b>	<b>2014</b>
<b>Lisa Benford</b>	<b>2016</b>
<b>William Beene</b>	<b>2016</b>
<b>Judith Slusher</b>	<b>2016</b>
<b>Toby Johnson</b>	<b>2016</b>
<b>Doug Williams</b>	<b>2016</b>
<b>Johnnielyn Brown</b>	<b>2016</b>

**The above people have all agreed to serve on the CLG .**

**Request they be appointed to the Milam County Certified Local Government Committee at the Sept 23, 2013 meeting.**

**Joy Graham**

**Copies: Johnnielyn Brown, MCHC  
Judge Barkemeyer  
Denice Wallace**

# Item 10

- Consider/Adopt Resolution Authorizing the Award of Professional Service Provider Contracts
  - Vicki Spiess, GrantWorks, INC

## RESOLUTION

A RESOLUTION OF MILAM COUNTY, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACTS FOR THE 2013 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT AWARD CONTRACT 713330.

WHEREAS, the recent award of a 2013 Texas CDBG contract requires implementation by professionals experienced in the administration and engineering of federally-funded community development projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services and a Request for Qualifications (RFQ) for engineering services has been completed in accordance with Texas CDBG requirements;

WHEREAS, the submissions received by the due date have been scored to determine the most qualified and responsive providers for each professional service;

NOW, THEREFORE, BE IT RESOLVED:

Section 1A. That GrantWorks, Inc. be awarded a contract to provide Texas CDBG project-related **administration services** for Contract 713330.

Section 1B. That Duff Engineering awarded a contract to provide Texas CDBG project-related **professional engineering services** for Contract 713330.

Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider;

PASSED AND APPROVED ON September 23, 2013.

ATTEST:

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

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

# Item 11

- Consider/Adopt Authorizing Signatories Resolution
  - Vicki Spiess, GrantWorks, INC

RESOLUTION

RESOLUTION OF MILAM COUNTY, TEXAS, AUTHORIZING DESIGNATED SIGNATORS FOR CONTRACTUAL DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONTRACT 713330.

WHEREAS, the County of Milam has received a 2013 Texas Community Development Block Grant award to provide water system improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Milam acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF MILAM, TEXAS, AS FOLLOWS:

The County Judge and County Auditor be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2013 Texas Community Development Block Grant Program

The County Judge, County Auditor, County Treasurer and County Commissioner Precinct 3 be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2013 Texas Community Development Block Grant Program

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF MILAM COUNTY, TEXAS, on September 23, 2013.

APPROVED:

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

ATTEST:

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

# Item 12

- Consider/Adopt Resolution Promoting Fair Housing
  - Vicki Spiess, GrantWorks, INC

**RESOLUTION PROMOTING FAIR HOUSING**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners Court of the County of Milam, hereby urge all the citizens of the locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 23rd day of September 2013.

\_\_\_\_\_  
David Barkemeyer, County Judge

Attest:

\_\_\_\_\_  
Barbara Vansa, County Clerk

# Item 13

- Consider/Adopt Agreement between Milam County and North Milam Water Supply Corporation
  - Vicki Spiess, GrantWorks, INC



The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the WSC or any third party, and the WSC hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties.

MILAM COUNTY, TEXAS

NORTH MILAM WATER SUPPLY  
CORPORATION

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DAVID L. BARKEMEYER  
COUNTY JUDGE

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VIRGIL PRICE  
PRESIDENT OF THE BOARD

ATTEST:

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BARBARA VANSAN  
COUNTY CLERK

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ROBERT JEKLE  
GENERAL MANAGER

# Item 14

- Consider/Award grant administration agreement in accordance to 2013 Texas Department of Agriculture Community Development Block Grant Contract #713330  
– Vicki Spiess, GrantWorks, INC

## GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS 23rd DAY OF SEPTEMBER, 2013 BY AND BETWEEN MILAM COUNTY, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant.

### I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client grant administration services for Client's 2013 Program Year Texas Community Development Block Grant Program Contract Number 713330 - Community Development Fund (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

### II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon receipt by the Client of an executed Contract between the Client and the Department. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project is administratively closed, as defined by Department, whichever is later.

### III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Thirty Thousand and no/100 Dollars, (\$30,000.00) in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices and receipt of grant funds by Client. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

1	Establish files, record keeping system, and accounting system	\$6,000.00
2	Complete Fair Housing/EEO/Section 504 activities and LSO appointment	\$1,940.00
3	Prepare Environmental Review Record, Coordinate Environmental Notices	\$3,000.00
4	Submit Environmental Review to Department	\$3,000.00
5	Complete Start of Construction Documents	\$4,500.00
6	25% of Grant funds Requested and Admin. Activities* To Date	\$3,000.00
7	50% of Grant funds Requested and Admin. Activities* To Date	\$3,000.00
8	90% of Grant funds Requested and Admin. Activities* To Date	\$1,500.00
9	Submit Project Completion Report and Administrative Closure	\$3,000.00
	<b>Contract Amount</b>	<b>\$30,000.00</b>

\*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

### IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Seventy-five and no/100 Dollars (\$75.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.

2. Reassessment of the environmental assessment procedures, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.
  3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
  4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
  6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
  7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
  9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

#### **V. CHANGES AND AMENDMENTS**

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

#### **VI. ASSIGNABILITY**

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

#### **VII. RECORDS AND AUDITS**

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

#### **VIII. MISCELLANEOUS PROVISIONS**

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.

- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to, confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Primary Contact. The Client's contact person with the Consultant shall be the County Judge.
- G. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- H. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- I. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such Party or its professional advisors participated in the preparation of this Agreement.
- J. Ownership of Work. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement.
- K. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or

Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

- L. **Force Majeure.** A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event

**IX. TERMS AND CONDITIONS**

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.**  
2201 Northland Drive  
Austin, TX 78756

**Milam County**  
100 S. Fannin  
Cameron, Texas 76520



BY: \_\_\_\_\_  
**Bruce J. Spitzengel**  
President

BY: \_\_\_\_\_  
County Judge

ATTEST:

BY: \_\_\_\_\_  
County Clerk

# Item 15

- Consider/Award engineering agreement in accordance to 2013 Texas Department of Agriculture Community Development Block Grant Contract #713330
  - Vicki Spiess, GrantWorks, INC

# Item 16

- Accept Commissioners Annual Road Reports

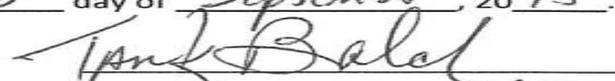
COUNTY OF MILAM

PRECINCT NO. 1

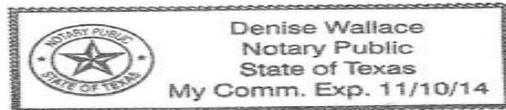
ANNUAL ROAD REPORT

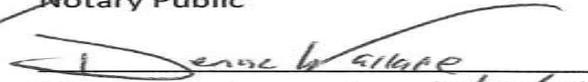
1. Condition of each road, culvert, and bridge in the precinct:  
See Attached Report
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:  
\$800,000.00
3. Number of traffic control devices in the precinct defaced or torn down: 25%
4. Any new roads that should be opened in the precinct . None
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: 3 Wooden bridges need to be replaced, some roads need to be resealed, and some roads need to have gravel applied.

Submitted by the undersigned on this 18<sup>th</sup> day of September, 2013.

  
Commissioner, Precinct 1

Subscribed and sworn to, before me, the undersigned authority, this 18<sup>th</sup> day of Sept 2013



  
Notary Public  
  
My commission expires: 11/10/14

(File in the minutes and submit to grand jury with a copy of any road work contracts for the past year during ninth month of county fiscal year-Section 251.005, Transportation Code)

Milam County Precinct 1 Road Report  
September 1, 2012 - August 31, 2013

Road Number	Length	Surface	Bridges	Culverts	Comments	Page 1
100	0.2	Gravel		yes	Good	
101	1.1	Gravel		yes	Trimmed brush, applied road glue, & chip seal road.	
102	2.5	Gravel		yes	Good	
103	1.7	Gravel		yes	Worked ditches, and cleared trees.	
104	7.9	Gravel and sealcoat	yes	yes	Applied 2520 yards of gravel.	
104 Loop	0.6	Gravel		yes	Worked ditches, and installed a culvert.	
104 A	0.5	Gravel			Road was brush cut.	
104 B	0.3	Gravel		yes	Worked ditches and applied 400 yards base.	
104 C	0.5	Gravel		yes	Good	
105	0.9	Gravel		yes	Applied 48 yds. of gravel.	
106	1.2	Gravel	yes	yes	Good	
107	0.5	Gravel		yes	Good	
108	1.1	Gravel		yes	Applied 220 yards of gravel.	
108 A	0.7	Gravel		yes	Good	
109	1.9	Gravel		yes	Applied 130 yards of base.	
110	1.3	Gravel		yes	Applied 180 yards of gravel.	
111	0.7	Gravel			Trimmed brush.	
112	4.6	Gravel		yes	Applied 494 yards of base.	
112 A	0.5	Gravel		yes		Good
112 B	0.4	Gravel			Good	
113	1.1	Gravel		yes	Good	
114	2.1	Gravel		yes	Worked ditches, replaced 2 culverts, and applied 1660 yards of gravel.	
115	2.8	Gravel		yes	Applied 48 yards of base.	
115 A	0.2	Gravel			Lake road	
116	6.1	Gravel	yes	yes	Replaced culvert, and applied 140 yards of gravel.	
116 A	0.9	Gravel		yes	Good	
117	1.4	Gravel		yes	All of road needs gravel	
118	1.4	Gravel			Good	
118 A	0.7	Gravel		yes	Good	
119	2.8	Gravel	yes	yes	Good	
120	3.5	Gravel	yes	yes	Applied 680 yards of gravel.	
122	0.8	Gravel and sealcoat		yes	Good	
123	0.5	Gravel		yes	Trimmed brush and chip sealed.	
124	0.8	Gravel			Good	
125	0.6	Sealcoat			Trimmed brush, reworked surface, and chip sealed.	
126	0.4	Gravel			Needs spots graveled.	

Milam County Precinct 1 Road Report  
September 1, 2012 - August 31, 2013

Road Number	Length	Surface	Bridges	Culverts	Comments	Page 2
131	2.8	Sealcoat and gravel			Patched road.	
132	1.8	Gravel		yes	Good	
143	2.3	Seal coat		yes	Patched road.	
143 A	0.4	Gravel			Good	
144	1.1	Seal coat		yes	Needs resurfaced.	
144 A	0.2	Gravel		yes	Good	
145	3.1	Sealcoat and gravel		yes	Needs resurfacing.	
145 A	1.1	Gravel		yes	Good	
146	3.3	Gravel		yes	Good	
147	1.8	Gravel	yes	yes	Replaced culvert, worked ditches, & applied 336 yards of gravel	
150	0.9	Gravel			Good	
201	3.1	Gravel		yes	Good	
202	1.7	Gravel		yes	Installed culvert and applied 1746 yards of gravel on road.	
202 A	0.2	Gravel			Chip sealed.	
203 Loop	6.5	Gravel and base		yes	Good	
204	2.1	Gravel and sealcoat		yes	Worked ditches, and trimmed brush.	
204 A	0.5	Gravel			Good	
204 B	0.5	Gravel			Good	
205	1.4	Gravel		yes	Worked ditches.	
205 A	0.3	Gravel			Good	
205 B	1.9	Gravel		yes	Brush cut.	
206	3.2	Gravel		yes	Worked ditches, installed culvert, chip sealed road.	
206 A	0.5	Gravel		yes	Good	
207	1.5	Gravel		yes	Applied 396 yards of base.	
208	3.4	Gravel and sealcoat		yes	Cut brush.	
208 A	0.7	Gravel			Good	
209	1.6	Gravel		yes	Good	
209 A	0.5	Gravel		yes	Good	
210	2.7	Gravel		yes	Good	
212	4.1	Gravel		yes	Hauled 84 yards of rock in wash and 1044 yards of gravel on road.	
213	1.2	Gravel		yes	Worked ditches and applied 180 yards of gravel on road.	
214	1.9	Gravel		yes	Replaced 2 culverts, and applied road glue	
215	3.1	Gravel		yes	Applied 80 yards of base, 72 yards cold mix, and chip sealed road.	
215 A	0.6	Gravel			Good	
216	1.2	Gravel			Good	
216 A	0.8	Gravel		yes	Good	

Milam County Precinct 1 Road Report  
September 1, 2012 - August 31, 2013

Road Number	Length	Surface	Bridges	Culverts	Comments	Page 3
217	1.4	Gravel		yes	Cleaned ditches, and applied 1044 yards of gravel.	
217 A	0.2	Gravel			Good	
218	2.5	Gravel	yes	yes	Applied 210 yards of gravel.	
218 A	0.3	Gravel		yes	Cleared fence row.	
219	2.1	Gravel			Cut brush, and applied 2640 yards of gravel.	
220	1.3	Gravel		yes	Good	
221	0.7	Sealcoat and gravel		yes	Patched road.	
222	1.1	Gravel		yes	Needs binder.	
223	0.9	Sealcoat		yes	Chip sealed road.	
230	4.1	Gravel	yes	yes	Road needs gravel and bridges replaced	
401	1.2	Gravel		yes	Road needs gravel.	
402	3.4	Sealcoat and gravel	yes	yes	Good	
402 A	0.4	Gravel		yes	Road needs gravel	
403	1.9	Gravel	Washed out	yes	Needs to be trimmed.	
404	0.3	Gravel			Good	
404 Loop	3.2	Gravel		yes	Good	
405	3.4	Gravel	yes	yes	Replaced wooden bridge with concrete bridge, and brushcut road.	
406	3.8	Gravel		yes	Applied 2064 yards of gravel.	
407	2.9	Gravel		yes	Applied 180 yards of gravel.	
408	2.8	Gravel		yes	Applied 500 yards of gravel.	
409	1.7	Gravel		yes	Good	
410	1.6	Gravel and sealcoat		yes	Good	
410 A	0.3	Gravel and sealcoat			Good	
411	0.9	Gravel			Good	
412	7.8	Gravel		yes	Applied 380 yards of gravel.	
413	1.9	Gravel		yes	Needs some gravel.	
414	3.9	Gravel		yes	Applied 140 yards of gravel.	
415	1.3	Gravel		yes	Good	
416	0.7	Gravel		yes	Good	
417	2.3	Gravel	yes	yes	Good	
418	4.7	Gravel		yes	Applied 488 yards of gravel.	
418 A	0.5	Gravel		yes	Brush cut.	
418 B	0.6	Gravel		yes	Good	
422	3.1	Gravel		yes	Cleared fence row, applied 1348 yards of base, and 1600 yards of gravel	
422 A	0.3	Gravel			Good	
423	0.9	Gravel	yes	yes	Applied 180 yards of gravel.	



CR230 EMP



01/01/2011 AM 04:37



01/01/2011 AM 04:39

COUNTY OF MILAM

PRECINCT NO. 2

ANNUAL ROAD REPORT

1. Condition of each road, culvert, and bridge in the precinct:

See attached report

2. Amount of money for maintenance of the precinct roads during the next fiscal year:

\$800,000.00

3. Number of traffic control devices in the precinct defaced or torn down: 40%

4. Any new road that should be opened in the precinct: None

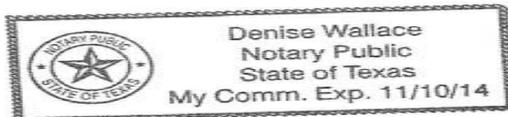
5. Any bridge, culvert, or other improvements necessary to place the precinct roads in good condition, and the probable cost of the improvements: 3 wooden bridges need to be replaced

Submitted by the undersigned on this 20<sup>th</sup> day of September 2013.

Kenneth Hollas  
Commissioner, Precinct 2

Subscribed and sworn to, before me, the undersigned authority, this 20<sup>th</sup> day of September, 2013

Denise Wallace  
Notary Public



Denise Wallace  
My commission expires: 11-10-14

(File in minutes and submit to grand jury with a copy of any road work contracts for the past year during ninth month of the fiscal year- Section 251.005, Transportation Code)

Milam County Precinct 2  
Annual Road Report

September 1, 2012 - August 31, 2013

Road Number	Length	Surface	Bridges	Culverts	Comments	Page 1
132	0.5	Gravel	1 Steel	1	Needs gravel.	
133W.	8.6	Gravel		22	Applied 1190 cy of gravel, and needs 2 10 ft. culverts replaced.	
133E.	1.1	Gravel	2 Steel	1	Needs gravel in spots.	
133A	0.3	Gravel		2	Needs gravel in spots.	
133B	0.1	Gravel		2	Needs gravel in spots.	
133C	0.5	Gravel		2	Needs gravel in spots.	
134W.	2.8	Gravel		5	Needs gravel in spots.	
134E.	1.4	Gravel		4	Applied 516 cy of gravel.	
134A	0.8	Gravel		3	Needs gravel in spots.	
134B	0.3	Gravel		1	Needs gravel in spots.	
135	3.3	Gravel		14	Needs gravel in spots.	
135A	0.2	Gravel		1	Needs gravel in spots.	
136	3.5	Gravel		10	Applied 186 cy of gravel.	
136A	0.4	Gravel		2	Needs gravel in spots.	
137	2.3	Gravel		8	Applied 360 cy of gravel.	
137A	0.3	Gravel			Needs gravel in spots.	
138	1.9	Gravel	Bridge		Needs gravel in spots.	
139 Loop	4.6	Gravel		8	Applied 180 cy of gravel.	
139	2.4	Gravel		14	Needs gravel in spots.	
139A	0.1	Gravel		1	Needs gravel in spots.	
140	3.1	Sealcoat	1 Steel&concrete	8	Applied 132 tons of cold patch.	
140A	0.4	Gravel		1	Needs gravel.	
142	0.5	Gravel		5	Applied 54 cy of gravel.	
142A	0.5	Gravel		2	Good. Replaced 1 culvert.	
225	0.7	Gravel		1	Good.	
226	1.6	Gravel		6	Needs gravel in spots.	
226A	0.3	Gravel			Needs gravel in spots.	
227	4.4	Sealcoat	1Steel&concrete	24	Road has some potholes.	
228	1.7	Sealcoat		4	Road has some potholes.	
228A	0.4	Gravel			Needs gravel in spots.	
228B	0.5	Gravel			Applied 120 cy of gravel.	
228C	1.2	Gravel		2	Needs gravel in spots.	
229	3.3	Sealcoat2.0 Gravel1.3		9	Needs to be resealed.	
229A	0.3	Gravel			Needs gravel.	
231	0.8	Sealcoat .4 Gravel .4		3	Fair	
237A	0.1	Sand			Needs gravel.	
Burlington						
238 Loop	0.4	Gravel			Fair	
238A	1.1	Gravel			Fair	

Road Number	Length	Surface	Bridges	Culverts	Comments	Page 2
238B	0.5	Gravel		3	Good	
238C	2.3	Gravel		2	Applied 268 cy of gravel.	
238	1.6	Gravel		6	Applied 36 cy of gravel.	
240	2.9	Sealcoat	1 Steel& concrete	6	Applied 202 tons of cold patch.	
240A	0.5	Gravel		2	Applied 36 cy of cold patch.	
241	2.4	Gravel			Applied 72 cy of gravel.	
241 A	0.6	Gravel			Needs gravel.	
241 B	0.2	Gravel			Good	
242	1.9	Gravel		2	Applied 324 cy of gravel.	
242A	0.3	Gravel		1	Needs gravel.	
244	1.4	Gravel		4	Applied 1278 cy of gravel.	
244A	0.5	Sand			Narrow road.	
245	0.9	Gravel		2	Applied 540 cy of gravel.	
245A	0.2	Gravel	Railroad Tank Car		Needs gravel.	
246	0.3	Gravel			Applied 1170 cy of gravel.	
247	1.4	Gravel			Applied 846 cy of gravel.	
248	1.4	Gravel		4	Needs gravel in spots.	
249	7.1	Gravel		13	Needs gravel in spots.	
249A	0.4	Gravel		1	Fair	
250	2.9	Sealcoat/gravel		7	Applied 36 cy of gravel.	
250 Loop	5.8	Gravel		8	Applied 144 cy of gravel.	
250A	0.2	Gravel			Needs gravel in spots.	
251	0.3	Gravel		1	Needs gravel in spots.	
252	1.3	Gravel		2	Needs gravel in spots.	
253	0.6	Gravel		1	Needs gravel in spots.	
254N	1.3	Gravel		3	Needs gravel in spots.	
254S	1.5	Gravel		2	Applied 882 cy of gravel.	
255Loop	2.5	Gravel		5	Applied 2214 cy of gravel.	
255N	2.5	Gravel		3	Applied 24 cy of gravel.	
255E	3.3	Gravel		7	Needs gravel in spots.	
255A	0.2	Gravel			Needs gravel in spots.	
255B	0.1	Gravel			Needs gravel in spots.	
256	0.6	Gravel		2	Needs gravel in spots.	
257	1.3	Gravel		1	Applied 54 cy of gravel.	
258	6.4	Gravel	1 Wood	8	Needs gravel in spots, and need to replace wooden bridge.	
259	9.8	Gravel	1 Steel&concrete 6 cement culverts	17	Needs gravel and culverts.	
259A	0.1	Gravel			Needs gravel.	
260	0.9	Gravel		3	Applied 24 cy of gravel.	

Road Number	Length	Surface	Bridges	Culverts	Comments	Page 3
262	0.6	Gravel		2	Needs gravel.	
263	1.2	Gravel		5	Needs gravel in spots.	
263Loop	0.4	Gravel		1	Needs gravel in spots.	
263A	0.4	Gravel		2	Needs gravel in spots.	
263B	0.2	Gravel			Needs gravel in spots.	
264A	2.1	Gravel		5	Applied 12 cy of gravel.	
264	4.6	Gravel		13	Needs gravel and 1 culvert.	
265S	0.9	Gravel		3	Applied 432 cy of gravel.	
265N	0.3	Gravel		1	Needs gravel.	
265A	0.8	Gravel		3	Needs gravel.	
266	1.1	Gravel		2	Needs gravel.	
266A	0.2	Gravel			Needs gravel.	
267	6.1	Gravel		21	Needs gravel and wooden bridge needs repair.	
268	1.3	Gravel		3	Needs gravel.	
269	0.9	Gravel		2	Needs gravel.	
270	5.7	Gravel	1 Steel	8	Needs gravel and replace culvert 36" x 40 '	
270A	0.3	Gravel			Needs gravel.	
271	0.6	Gravel			Needs gravel.	
271A	0.6	Gravel		3	Needs gravel.	
272	1.6	Gravel		2	Needs gravel.	
273	4.1	Gravel		6	Needs gravel.	
274	0.9	Gravel		1	Needs gravel.	
274A	1.1	Gravel		3	Needs gravel.	
275	3.8	Gravel		11	Good.	
276	3.8	Gravel	20'x40' Steel/Concrete	7	Needs gravel.	
276A	1.1	Gravel		2	Needs gravel.	
277	0.7	Gravel	1 Steel&concrete	3	Fair	
278	6.7	Gravel	Concrete	12	Needs gravel.	
278A	2.1	Gravel	1 Steel		Needs gravel.	
279	2.6	Gravel	1 Steel	5	Applied 1116 cy of gravel.	
Back Woods	1.1	Gravel			Needs gravel.	
Rockdale						
300	1.3	Gravel			Needs gravel.	
301	1.1	Gravel			Needs gravel.	
303	1.1	Paved		1	Applied 24 cy of base and 72 cy cold patch.	
303B	0.3	Gravel			Needs gravel.	
333	0.9	Gravel		1	Needs gravel and a culvert.	
335	3.3	Sealcoat 1.4 Gravel 1.9		3	Applied 5484 cy of gravel.	
Texas Street	0.5	Gravel			Applied 1477 tons of limestone base.	

Milam County Precinct 2  
Annual Road Report

September 1, 2012 - August 31, 2013

Road Number	Length	Surface	Bridges	Culverts	Comments
Northwood Dr.	0.1	Sealcoat			Fair
Northwood Cr.	0.6	Sealcoat			Needs resealing
Minerva					
230 A	0.4	Gravel			Needs gravel.
232	3.4	Gravel		yes	Needs gravel.
232 Loop	1.6	Sealcoat / gravel		yes	Needs gravel.
232A	0.6	Gravel		yes	Needs gravel.
232B	0.5	Gravel			Needs gravel.
233	1.2	Gravel		yes	Needs gravel.
235	4.4	Gravel	yes	yes	Applied 2838 cy of gravel.
235B	0.3	Gravel		yes	Needs gravel.
235C	0.6	Gravel		yes	Needs gravel.
309	0.8	Gravel		yes	Applied 408 cy of gravel and replaced cattleguard.
384	0.6	Gravel			Needs gravel.
Cedar Grove	0.5	Sealcoat		yes	Needs gravel.
Brair Lane	0.6	Sealcoat		yes	Needs gravel.
Woods Road	0.1	Sealcoat			Fair
Los Torrenos	0.9	Gravel		yes	Applied 378 cy of gravel.
Los Ranchitos	1.5	Gravel		yes	Applied 252 cy of gravel.
Refinery Road	0.2	Gravel			Needs gravel.
River Ridge Dr.	1.2	Sealcoat		yes	Keith Debalt Subdivision, no houses. He has abonded subdivision.
Old Tressle Rd	0.9	Sealcoat		yes	Keith Debalt Subdivision, no houses. He has abonded subdivision.
Oak Hill Road	0.4	Sealcoat		yes	Keith Debalt Subdivision, no houses. He has abonded subdivision.
Hidden Oak Rd	0.2	Saealcoat		yes	Keith Debalt Subdivision, no houses. He has abonded subdivision.
Twin Lake Rd.	0.15	Sealcoat		yes	Keith Debalt Subdivision, no houses. He has abonded subdivision.
Ranch House	0.2	Sealcoat		yes	Keith Debalt Subdivision, no houses. He has abonded subdivision.
River View Rd.	0.6	Sealcoat		yes	Keith Debalt Subdivision, no houses. He has abonded subdivision.
					211.7 Total miles of roads.
					23,285 cy of gravel applied to roads
					6,372 tons of limestone base stockpiled on yard.

COUNTY OF MILAM  
PRECINCT NO. 3

0000

**ANNUAL ROAD REPORT**

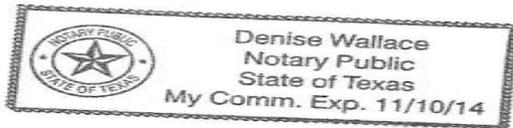
1. Condition of each road, culvert and bridge in the precinct:  
ATTACHED
2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:  
1,600,000
3. \_\_\_\_\_
4. Number of traffic control devices in the precinct defaced or torn down: 60
5. Any new road that should be opened in the precinct: 375 to 342
6. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and probable cost of the improvements: ATTACHED

Submitted by the undersigned on this \_\_\_\_\_ day of \_\_\_\_\_

John L Fisher  
Commissioner, Precinct 3

Subscribed and sworn to, before me, the undersigned authority, this 20<sup>th</sup> day of September, 2013.

Denise Wallace  
Notary Public



Denise Wallace  
My commission expires: 11-10-14

(File in minutes and submit to Commissioners Court with a copy of any road work contracts for past year. Section 251.005, Trans. Code)

Road Number	Length	Surface	Bridges	Culverts	Comments
234	7.1	Gravel	2	8	2 Concrete & Metal Bridges
234LP	1.3	Gravel	0	2	Culverts Good
236	3.9	Gravel	0	5	2 culverts at cannonsmap need to be replaced with 2 tank Cars
237	4.9	Gravel	1	5	
239	3.7	Gravel	0	7	
244	3.0	Gravel	1	2	Culverts Good (State Bridge Little River need fill at end
316A	1.5	Gravel	0	6	12' E Yezma Culvert needs replaced other culverts Good need 10ft Tank Car
314B	0.1	Gravel	0	0	
315	2.0	Gravel	0	5	Good shape
316	2.4	Millings & Base	0	3	Culverts good
314	5.6	2 Paved 3/4 Gravel	0	10	
318	1.1	Paved	0	4	
319	2.1	Gravel	0	3	
320	4.2	2.5 Paved 2 Gravel	1	5	Concrete Bridge Brian Branch Culverts good
321	0.8	GRAVEL	0	0	

Road Number	Length	Surface	Bridges	Culverts	Comments
322	9.5	2.5 Paved 7 Gravel	0	20	5 are old 1 needs Replaced
322A	1.0	Paved	0	2	Good Shape
323	4.1	Gravel	0	11	Good Shape
324	1.2	Paved	0	3	1 good 2 old But sound
325	2.7	0.1 Paved 2.6 Gravel	0	7	
326	3.1	Gravel	0	7	1 new 6 good
327	8.1	Gravel	1	6	Flat bar Bridge 1 culvert need Replaced
327A	0.5	Gravel	0	2	Good Shape
328	6.1	Gravel	0	9	Good
329	2.4	2.1 paved 0.3 Gravel	0	10	Good
330	7.3	Gravel	0	10	6 good 4 Fair
331	2.0	Gravel	0	4	older but working
331A	2.0	Gravel	0	3	Good
331B	1.0	Gravel	0	3	Good
331C	0.7	Gravel	0	0	2 good 1 concrete
333	1.8	0.9 Paved 0.9 Gravel	0	3	

Road Number	Length	Surface	Bridges	Culverts	Comments
334	4.2	2.1 Paved 2.1 Gravel	0	9	Good
335	1.2	Paved	0	1	old but good
336	2.3	1.2 Paved 1.1 Gravel	0	4	Good
336A	.03	Gravel	0	0	
337	2.0	Gravel	0	4	1-10' Tank Car (culverts Good)
338	1.1	Gravel		1	Good
339	4.2	Gravel	0	4	Good
340	2.6	Gravel	0	4	Good
340A	1.1	Gravel	0	3	Good
341	2.0	Gravel	0	0	
342	15.1	Gravel	0	17	3 need replaced 14 Good
343	5.1	Gravel	1	8	1 Tank Car with head walls Good
344LP	3.4	Gravel	0	8	1 needs replaced 7 good
346	2.0	Gravel	0	2	Both replaced
347LP	2.6	Paved		4	Fair

Road Number	Length	Surface	Bridges	Culverts	Comments
348LP	2.2	Gravel	0	4	3 fair 1 replaced
349	0.4	Gravel	0	0	
350	1.2	Gravel	0	1	Good
351	2.0	Gravel	0	2	good
352	1.0	Gravel	0	1	good
353	12.3	Gravel	2	14	2 concrete 2 tank cans <sup>(w)</sup> Head Walls Replaced 1 culvert - not good
355A	0.3	Gravel	0	0	
355B	0.3	Gravel	0	0	
355LP	2.8	Gravel	0	4	Good
356	1.7	Gravel	0	2	Good
357	1.0	Gravel	0	1	
357A	0.3	Paved	0	0	
358	8.1	1.1 Paved 7 Gravel	2	9	2 concrete Bridges 2 culverts need replaced
359	0.9	Gravel	0	3	Good
360	0.9	Gravel	0	3	Good

Road Number	Length	Surface	Bridges	Culverts	Comments
364	7.2	Gravel	1	7	1 concrete bridge, 1 culvert needs replaced
372	1.0	Gravel	0	2	Fair
373	0.5	Gravel	0	0	
374	1.2	Gravel	0	2	Have been replaced
375	0.9	Gravel	0	1	Good
378	0.3	Gravel	0	0	
379	0.3	Gravel	0	0	
380	1.1	Paved	0	4	Good
381	0.8	Gravel	0	0	
383	0.5	Gravel	0	1	Good
Silver Springs	1.3	Gravel	0	3	all good
Fairview Rd	1.8	Paved	0	17	all good

193.5 miles

COUNTY OF Milam

PRECINCT NO. 4

**ANNUAL ROAD REPORT**

1. Condition of each road, culvert and bridge in the precinct:

List of Roads & Comments attached

2. Amount of money necessary for maintenance of the precinct roads during the next fiscal year:

\$1,500,000.00

3. Number of traffic control devices in the precinct defaced or torn down: 50

4. Any new road that should be opened in the precinct: NONE

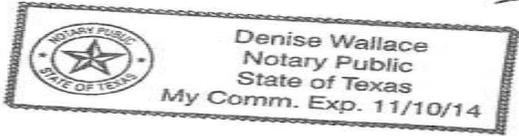
5. Any bridges, culverts, or other improvements necessary to place the precinct roads in good condition, and probable cost of the improvements: TXDOT condemned San Gabriel River Bridge on (4/26/2011) and have agreed to restore for an estimated \$1,000,000.00. TXDOT has also, agreed to replace Brushy Creek Bridge for an estimated \$1,000,000.00. Replaced culverts on CR 443 x2 142"x91"x40' Alum. \$50,000.00. CR 443, 446, and 455 reclaim & resurfaced sections about 2 miles long each for an estimated \$600,000.00.

Submitted by the undersigned on this 20<sup>th</sup> day of September

[Signature]  
Commissioner, Precinct 4

Subscribed and sworn to, before me, the undersigned authority, this 20<sup>th</sup> day of September, 2013

[Signature]  
Notary Public



[Signature]  
My commission expires: 11-10-14

(File in minutes and submit to grand jury with a copy of any road work contracts for past year during ninth month of county fiscal year-Section 251.005, Trans. Code)

Milam County Precinct 4 - Road Report  
September 1, 2012 - August 31, 2013

Road Number	Length	Surface	Bridges	Culverts	Comments
302	3.1	Seal-coat	0	6	Deteriorating - bad sections (Replaced 144" culvert 08/09); Sprayed weeds (06/27/13)
302-A	0.2	Seal-coat	0	1	
304	4.85	Gravel	0	13	Developing area - high traffic count, Applied TX Glue (07/02/12); 01/31/13 installed 50' x 3' alum arched culvert. Installed culvert 18" band w/slopped ends. 04/19/13 applied TX Glue; Cleared ROW (06/26/13); Sprayed weeds (06/27/13) applied Glue(8/7/13)
304-A	0.6	Gravel	0	1	
305	2.6	Seal-coat	0	4	High traffic count - just north of Rockdale; Clear ROW and widen road (07/24/13)
306	3.2	Seal-coat	0	7	Installed 5' & 40' Alum Arched culvert (03/20/12) Patched road (05/01/12); Sprayed weeds (06/24/13)
307	1.1	Seal-coat & gravel	0	2	Seal-coated remaining 0.6 mile with RAPS (9/7, 9/12-13/11) Patched road (05/01/13); Sprayed weeds (06/24/13)
308	0.5	Seal-coat	0	2	Subdivision
308-A	0.7	Seal-coat	0	2	Subdivision
310	0.5	Gravel/Seal-coat	0	1	Applied RAPS 0.2 miles 7/7/11
311	0.3	Seal-coat	0	2	Subdivision
312	1.7	Gravel	0	4	
313	6.5	Seal-coat & gravel	0	7	Applied Envirotac II to 2 miles west of Hwy. 77
313-A	3.6	Gravel	0	4	
313-B	1	Slag	0	1	
313-C	0.3	Slag	0	2	
314	4.2	Gravel	0	15	Watered, Blade & Oiled (07/01 & 02/13)
314-A	0.35	Gravel	0	2	
317	0.8	Gravel	0	2	
412	4.4	Gravel	0	13	Installed 40' x 7' arched alum culvert 2/13/13. Installed 7' alum arched culvert 04/24/13.
412-A	1	Gravel	0	10	
412-B	0.1	Gravel	0	0	
417	2	Gravel	0	4	
418	1.3	Gravel	0	4	
418-B	0.6	Gravel	0	2	
418-C	0.8	Gravel	0	2	
419	1.4	Gravel	0	4	Installed 18"x48' culvert (05/09/12) Hauled gravel(05/24/2013) Installed 30' x48" arch culvert (07/10/13)

Road Number	Length	Surface	Bridges	Culverts	Comments
420	1.6	Seal-coat	0	4	Replaced (1) 54" x 40' arched pipe & replaced (2) 48" x 40' arched pipes (9/15-16/11), Applied TX Glue (05/1-4 & 17/12), Seal-Coated (7/31-8/1 & 8/14/12)
421	3.7	Gravel & Seal-coat	0	6	
421-A	0.2	Seal-coat	0	1	In San Gabriel
422	1.1	Gravel	0	2	
426	1.2	Gravel	0	2	Applied TX Glue (06/21-22/12) Applied Tx Glue (05/09/13)
428	2.8	Seal-coat	1	4	Replace bridge & resurfacing. TXDOT condemned bridge (4/26/11), Applied TX Glue (04/24/12),
429	3.4	Gravel	1	10	Bridge replaced in 2004, Installed 18" & 30' arched pipe and 24" & 30" arched pipe and 30" & 30' arched pipe (2/28-29/12). Erected Historical Marker (05/07/12) Installed driveway culvert(03/06/13). Cleared ROW (05/16/13) Shredded (07/02/13)
430	3.8	Gravel	0	6	Applied Glue (6/5/13); Cleard ROW (06/27 & 28/13)
430-A	0.5	Gravel			
431	0.85	Gravel	0	4	Applied base and glue (06/5/2013)
432	4.3	Gravel	0	6	Applied Glue (6/5/13) Installed 12"x30' culvert (07/30/13)
434	6.5	Seal-coat	0	12	Patched Road (05/07/13); Sprayed weeds (06/24/13)
436	0.6	Gravel	0	3	Bladed, rolled & oiled (06/19/13)
437	2	Seal-coat 1.25 & Gravel 75	0	7	Applied TX Glue (07/19/12), Applied Economy Glue 04/16 & 17/13.
438	1.9	Gravel	0	2	Bladed, rolled & oiled (06/19/13)
439	2.4	Gravel	0	5	
440	5.4	Seal-coat & Gravel	3	8	Brushy Creek bridge replaced in 2001-Relief bridges need replacing. Seal-coated 1 mile from intersection of CR 446 & seal-coated over Texas Road Glue (8/16/11), Hauled RAPS (10/4/11) Applied TX Glue (06/6, 06/14-15), Seal-Coated from 446 to 442 (08/14-15/12)
442	2	Seal-coat	0	7	Replaced 12 ft. culvert (6/07), Seal-coated (09/27-28/11)
443	8.5	Seal-coat & Gravel	3	11	Brushy Creek bridge replaced in 2002, Turkey Creek bridge replaced in 2000, Hauled RAPS 09/19-20/11) Installed 40' gal. arched culvert 04/25/13. Cleared ROW (05/09/13) Installed 40' 142x91 alum pipe(05/21/13); patched road (06/12/13); Bladed, rolled & oiled (06/19/13); Sprayed weeds (06/24/13)

Milam County Precinct 4 - Road Report  
September 1, 2012 - August 31, 2013

Road Number	Length	Surface	Bridges	Culverts	Comments
446	8.1	Seal-coat	0	17	Replaced 7 ft. Culvert (3/8/11) Installed 40' arched alum. 4'dia w/5' sloped ends. 1/2 mile off Hwy 79.(02/20/13) Patched road (05/01/13)
446-A	0.4	Gravel			
447	3.3	Gravel			TO Robbins- Watered, rolled & Oiled (07/11/13)
448	8.5	Seal-coat & Gravel	0	11	Seal-coated from intersection CR 455 1.2 miles with RAPS (09/01/11), Installed Culvert 24" & 50'Arched pipe (11/18/11) Installed 36" & 50' pipe 11/29/11), Applied TX Glue (08/02/12), Hauled Chist mixed with Texas Glue (09/25/2012)Patched Road (05/06/13)(05/29/2013) Watered, Blade & Oiled (07/01/13)
448-A	0.5	Gravel	0	1	Installed 48"x40' Alum Arched Culvert (04/10/12)
449	4	Seal-coat 2.0 & Gravel 2.0	0	5	Installed 48"x 40' Alum arched culvert (03/28/12)
449-A	0.6	Gravel	0	2	
450	4	Seal-coat	0	8	
451	0.5	Seal-coat	0	1	
452	0.7	Gravel	0	1	
454	4.7	Seal-coat 2.5 & Gravel 2.2	0	8	
455	10.6	Seal-coat	0	15	Replaced(John Caffey) 48" culverts (06-09), Replaced 9 ft. & 50 ft. (7/12/11) (Conley)Patched Road (05/06/13)(05/29 & 30/2013) Installed 24"x30' culvert (07/30/13)
456	2.1	Gravel	0	3	To Scruggs watered, rolled & oiled (07/11/13)
457	4.3	Seal-coat & Gravel	0	6	Applied TX Glue (07/18/12); 01/31/13 Cleared ROW; Patched road (05/12/13)(05/14/13)(08/02/13)
458	2.2	Seal-coat	0	6	Placed RAPS (04/16/12)Patched Road (08/02/13)
458-A	3.1	Seal-coat	0	6	Seal-coated in (8/06)
459	1.7	Gravel .3 & Seal-coat	0	4	Installed 114"x45' Alum Culvert (04/12-13/12); Bladed, rolled & oiled (06/20/13); Installed 12"x30' 16 gauge culvert 06/21/13;
460	1.9	Gravel	0	3	
461	0.4	Seal-coat	0	2	
470	0.35	Gravel	0	1	
Griffith Lane	0.5	Gravel	0	2	
Bush Road	0.9	Seal-coat	0	3	Patched Road (06/14/13)
Perry Lane	1.1	Gravel	0	2	Applied Glue (09/18/12); Bladed, rolled & oiled (06/20/13)
Cumley Lane	1.2	Gravel	0	3	
Jost Lane	0.6	Gravel	0	2	
Champions Drive	0.55	Seal-coat	0	1	Applied bladed mix (09/2010)
Praesel Addition	2.45	Seal-coat	0	22	Patched Roads (06/13/13)

Road Number	Length	Surface	Bridges	Culverts	Comments
Russel Addition	0.4	Seal-coat	0	2	Patched road (05/01/13)
Cypress Trail	2.2	Seal-coat	0	5	Installed 40'x5' Arched Alum Pipe(09/26/12)
Western Hills	1.5	Seal-coat	0	5	
Oak Park Addition	1.45	Seal-coat	0	5	Patched Roads (07/01/2013)
Rockdale West	0.7	Seal-coat	0	4	
Boyd Lane	0.3	Seal-coat	0	2	
Elm Creek Estates	0.85	Seal-coat	0	2	Installed 72 in X 40 ft. aluminized culvert (3/2/12)
Gabriel's Crossing Addition	0.5	Seal-coat	0	5	
All Day St.	0.5	Seal-coat	0	0	
Beverly Dr.	0.5	Seal-coat	0	0	
Sandoval Rd.	0.5	Seal-coat	0	1	
<b>Total Miles</b>	<b>179.1</b>				
<b>Total Bridges</b>			<b>8</b>		
<b>Total Culverts</b>				<b>383</b>	

# Item 17

- Approve Line Item Adjustments

SEPTEMBER 23, 2013

MILAM COUNTY  
 LINE ITEM BUDGET ADJUSTMENTS

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>	<u>REASON</u>
12-409-485 PRE-65 RETIREE HLTH	12-409-487 SR HLTH PREM	\$ 3,500.00	GENERAL
12-409-492 INS & BOND PREM	12-409-487 SR HLTH PREM	\$ 6,000.00	GENERAL
12-409-494 MISC	12-409-487 SR HLTH PREM	\$ 8,800.00	GENERAL
12-410-481 CONF & DUES	12-410-460 INTERNET SVCES	\$ 5,000.00	I.T.
12-410-202 GROUP HOSP INS	12-410-460 INTERNET SVCES	\$ 2,000.00	I.T.
12-410-202 GROUP HOSP INS	12-410-495 COMPUTER EQUIP	\$ 2,500.00	I.T.
12-455-494 MISC	12-455-481 CONF & DUES	\$ 100.00	JP #1
12-458-427 MILEAGE	12-458-420 POSTAGE, BOX RENT	\$ 150.00	JP #4
12-499-202 GROUP HOSP INS	12-499-407 DATA PROCESSING	\$ 2,000.00	TAX OFFICE
12-551-481 CONF & DUES	12-551-310 OFFICE SUPPLIES	\$ 10.00	CONST #2
12-566-202 GROUP HOSP INS	12-566-452 REPAIRS/MAINT JAIL	\$ 25,000.00	JAIL
12-566-202 GROUP HOSP INS	12-566-482 TRAINING JAILERS	\$ 2,500.00	JAIL
12-566-492 INS & BOND	12-566-494 MISC	\$ 10,000.00	JAIL
12-631-202 GROUP HOSP INS	12-631-494 MISC	\$ 50.00	INDIGENT HLTH
21-611-486 RESERVE	21-611-353 REPAIRS, MAINT	\$ 25,000.00	R&B #1
21-611-486 RESERVE	21-611-460 TRUCK & MACHINE HIRE	\$ 10,000.00	R&B #1
21-611-202 GROUP HOSP INS	21-611-481 CONF & DUES	\$ 500.00	R&B #1



# Item 18

- Approve payment of Bills

# Prepaid General Fund Utilities

Atmos Energy	\$1,203.06
Progressive Waste Solutions of TX	\$71.40
Progressive Waste Solutions of TX	\$777.55
Reliant Energy Solutions	\$21,972.89
Verizon Southwest	\$232.93
Verizon Wireless	\$1,626.75
<b>Grand Total</b>	<b>\$25,884.58</b>

# Unpaid Bills to Approve Over \$2,500

## General Fund

Climate Control AC & Heating	\$3,192.02
D6 Solutions LLC	\$4,000.00
Hart Intercivic INC	\$9,241.00
Jack Holmes	\$3,798.00
Little River Healthcare	\$2,620.91
Metroplex Control SYS INC	\$6,512.00
Milam Appraisal District	\$54,802.89
Norman Lanford SR	\$6,819.26

## Unpaid Bills to Approve Over \$2,500

Pattillo, Brown & Hill LLP	\$19,000.00
Scott & White Hospital	\$9,728.48
Texas Assoc of co Risk Mgt Pool	\$23,028.00
Texas Fleet Fuel	\$4,770.21
<b>General Fund Total</b>	<b>\$184,079.37</b>

# Unpaid Bills to Approve Over \$2,500

## R&B Fund, Pct. 1

Bank of the West	\$2,931.02
Ergon Asphalt & Emulsions INC	\$10,617.91
Johnson Oil Company	\$26,955.21

**R&B Fund, Pct. 1 Total      \$42,419.88**

# Unpaid Bills to Approve Over \$2,500

## R&B Fund, Pct. 2

Caterpillar Financial Svces Corp	\$6,077.42
Poldrack Grain & Cattle	\$15,732.00
The Railroad Yard INC	\$20,464.69
<b>R&amp;B Fund, Pct. 2 Total</b>	<b>\$45,890.84</b>

# Unpaid Bills to Approve Over \$2,500

## R&B Fund, Pct. 3

Caterpillar Financial Svces CORP	\$6,607.05
Cleveland Asphalt Products CO INC	\$6,903.01
Climate Control AC & Heating	\$3,385.20
Little River Materials INC	\$2,824.44
Poldrack Grain & Cattle	\$4,519.50
Texas Fleet Fuel	\$6,379.88
<b>R&amp;B Fund, Pct. 3 Total</b>	<b>\$33,966.54</b>

# Unpaid Bills to Approve Over \$2,500

## R&B Fund, Pct. 4

Cleveland Asphalt Products CO INC	\$17,493.41
Texas Fleet Fuel	\$3,715.84

**R&B Fund, Pct. 4 Total            \$26,007.23**

# Unpaid Bills to Approve Over \$2,500

## Bea's Kitchen

Hill Country Community Action Assoc \$101,392.86

Bea's Kitchen Total \$101,392.86

# Unpaid Bills to Approve Over \$2,500

## Transaction Fees

McCreary, Veselka, Bragg & Allen PC	\$5,143.21
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Transaction Fees Total	\$5,143.21
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Unpaid Bills to Approve

**Grand Total**

**\$449,013.55**

# Item 19

- Adjourn