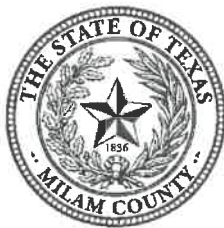


MILAM COUNTY COMMISSIONERS COURT

**Henry “Hub” Hubnik
Commissioner, Precinct #1**

**James Denman
Commissioner, Precinct #2**



**Art Neal
Commissioner, Precinct #3**

**Wesley Payne
Commissioner, Precinct #4**

**Bill Whitmire
Milam County Judge
102 S. Fannin Ave.
Cameron, Texas 76520**

**NOTICE OF THE REGULAR MEETING
OF THE
COMMISSIONERS COURT OF MILAM COUNTY, TEXAS**

MONDAY, JANUARY 23, 2023

The Court will convene in person in the Milam County Courtroom, located at the Milam County Courthouse, 102 S. Fannin Ave., Cameron, Texas 76520. If any member of the public would like to speak in person regarding any of the agenda items, please register with the County Judge’s Office before 10:00 am, on January 23, 2023.

The following items will be addressed, discussed, considered, passed, or adopted to-wit:

1. A quorum will be established, and the meeting of the Milam County Commissioners Court will be called to order.
2. Invocation.
3. Pledge of Allegiance to the American Flag and the Texas Flag.
4. Consider the minutes from previous commissioner’s court meetings and act on any corrections, changes, or approval of any of the said minutes.
5. Comments from the Public (limited to five minutes).
6. Discuss and possibly approve the purchase of gravel from Albert Horelica for all precincts. (Exhibit “A”)
7. Discuss and possibly approve final plat for Milam Meadows Subdivision. (Exhibit “B”)
8. Discuss and possibly approve preliminary plat for 142 Farms Subdivision. (Exhibit “C”)
9. Consider, discuss, and possibly take action on the donation of funds to the Blessings from God Food Pantry to help with repairs. (Exhibit “D”)
10. Accept MOU between Milam County and the Fire Departments as presented by the Milam County Clerk.

11. Accept MOU between Milam County and R & H Reefer and Trailer Repair as presented by the Milam County Clerk.
12. Accept Certificate of Completion County & District Clerks' Association of Texas for Jodi Morgan and Karen Berry as presented by the Milam County Clerk.
13. Accept Racial Profiling Report as presented by the Milam County Clerk.
14. Discuss and possibly approve a permit request from Bartlett Electric for an aerial crossing. (Exhibit "E")
15. Discuss and possibly approve a Resolution for the Victims of Crime Act Formula Grant for Juvenile Probation. (Exhibit "F")
16. Discuss and possibly approve a Resolution for Youth Intervention Services grant application for Juvenile Probation. (Exhibit "G")
17. Review, discuss and take any action on the appointments of member(s) to the Sick Leave Pool.
18. Approve Permission for Entry and Waiver of Claims for Judith Carpenter on CR 308A. (Exhibit "H")
19. Approve Franchise Permit from M & S Engineering for ONCOR to run lines at the Substation on CR 437. (Exhibit "I")
20. Approve Utility Installation from Southwest Milam Water Supply for new water service at the intersection of CR 458 and CR 458A. (Exhibit "J")
21. Discuss and possibly approve an agreement between Milam County and TexHealth Central Texas, Inc. (Exhibit "K")
22. Discuss and possibly act on the branding of all county vehicles, trucks, and mechanized equipment with a system of uniformed identification markings, previously tabled on 01-09-23.
23. Discuss and possibly act on the use and approval of a standardized Permit Application for County Road Entrance, as previously tabled on 01-09-23
24. Discuss and possibly change the location where Commissioner's Court is held, previously tabled on 01-09-23.
25. Discuss and take action on the new EV load limit postings for various off system bridges within the TxDOT system.
26. Discuss and take possible action on a lease agreement between Milam County and Elbert Svetlik, for land leased for stockpiling materials at \$250.00 per month.
27. Discuss and possibly approve the purchase of "Video Magistration" for JP Precincts 1 and 2.
28. Review, discuss, and take necessary action to pay the bills of Milam County, Texas as presented by the County Auditor's Office.
29. Adjourn

Dated this 17th day of January 2023

Bill Whitmire
Bill Whitmire
Milam County Judge

I, the undersigned County Clerk, do hereby certify that the above notice of the **Regular Meeting** of the Milam County Commissioners Court is a true and correct copy of said Notice. Further, the Notice is published on the Courthouse Door and the County Clerk's Office of Milam County, Texas and at other places readily accessible to the public at all times beginning on the **17th day of January 2023**. The Notice will remain posted continuously for at least 72 hours preceding the scheduled date and time of said court.

County Clerk of Milam County, Texas

Jodi Morgan
Jodi Morgan,
Milam County Clerk



JODI MORGAN
County Clerk

Filed 17th day of January
in 2023, At 4:15 p M.

JODI MORGAN
County Clerk, Milam County, Texas
By Jodi Morgan
Deputy

(This Court reserves the right to convene in executive session at any time deemed necessary for the consideration of confidential matters in accordance with Texas 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.)

**BID SUBMISSION
DUE DECEMBER 10, 2021**

JAN - 5 2023

GRAVEL

Bids may be bid as a whole or by precinct and may be awarded as a whole or by precinct. Bids may be accepted or rejected in whole or in part, which right the court reserves. Gravel must be of good quality with sufficient binder to set up well on the road. Prices will be in effect from JANUARY 1, 2023 through DECEMBER 31, 2023.

Precinct #1 $\frac{\$ 5.00}{cu\ yrd}$
Precinct #2 $\frac{\$ 5.00}{cu\ yrd}$
Precinct #3 $\frac{\$ 5.00}{cu\ yrd}$
Precinct #4 $\frac{\$ 5.00}{cu\ yrd}$

Firm/Company Name: Albert Horelica
Address: 405 CR 218A
City/State/Zip: Camerton TX 76520
President/Owner: Albert Horelica
Authorized written Signature: Albert Horelica

BID AFFIDAVIT

JAN - 5 2023

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications of the Invitation For Bid.

STATE OF Texas Milan COUNTY

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas on this day personally appeared Albert Hordelica, who after being by me duly sworn, did depose and say (name)

"I, Albert Hordelica am a duly authorized officer of/agent for (name) Albert Hordelica and have been duly authorized to execute the foregoing on (name of firm) on behalf of the said Albert Hordelica (name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other persons or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of bidder:

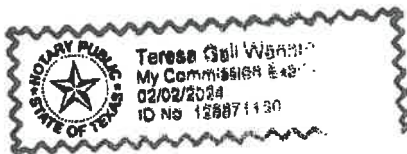
Telephone No. 281-413-3410 by:

Signature: Albert Hordelica Title:

SUBSCRIBED AND SWORN to before me by the above-named

Albert Hordelica on

this the 5th day of January 20 23.



Denise Wallace

From: Danica Lara
Sent: Friday, January 13, 2023 9:39 AM
To: Bill Whitmire
Cc: Denise Wallace
Subject: 1/23/2023 Agenda item
Attachments: A_Horelica Gravel 2023.pdf

Bill & Denise,

Hi!! Please add the attached item to the 1/23/23 Commissioners Court agenda – Approve the purchase of gravel from Albert Horelica for all Precincts.

Thanks,
Danica

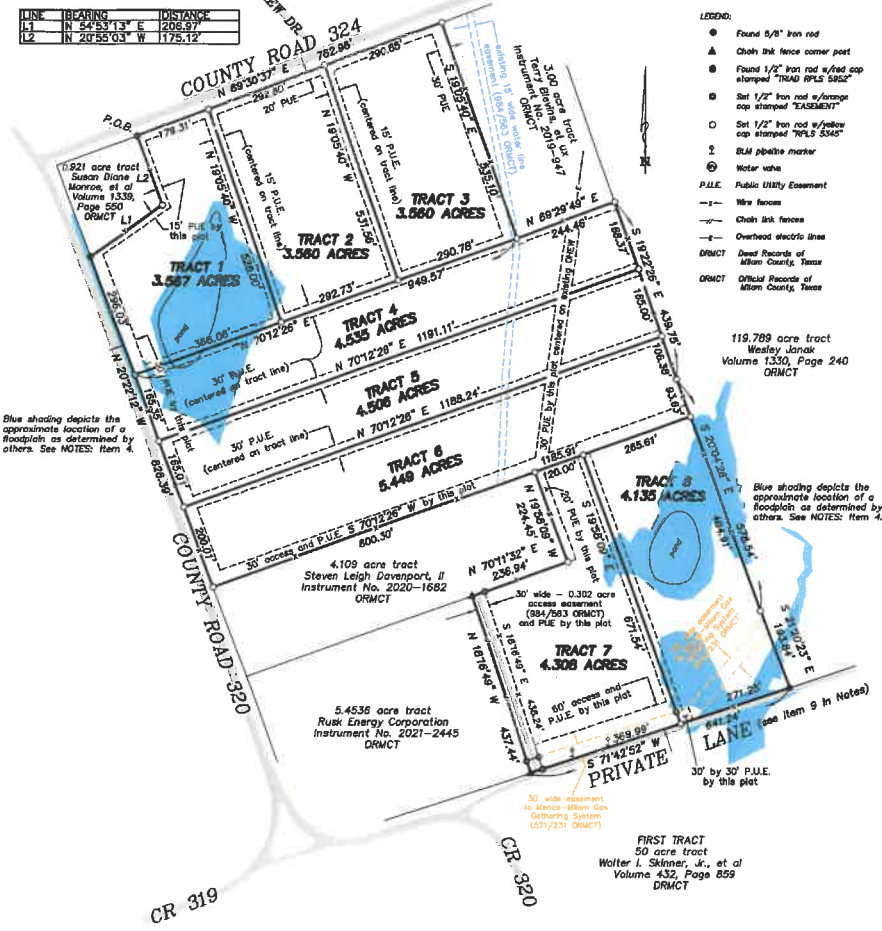
Danica Lara
Milam County Auditor
P.O. Box 270
Cameron, TX 76520
(254) 697-7026
Email: dlara@milamcounty.net

Exhibit B

JAMES A. PREWITT SURVEY, A-288 MILAM COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	N 54°53'13" E	206.97'
L2	N 20°55'03" W	175.12'

- LEGEND:**
- Found 5/8" iron rod
 - ▲ Chain link fence corner post
 - Found 1/2" iron rod w/flat cap stamped "TRIAD RPLS 5952"
 - Set 1/2" iron rod w/forage cap stamped "EASEMENT"
 - Set 1/2" iron rod w/yellow cap stamped "RPLS 5345"
 - 2 BLM pipeline marker
 - ⊕ Water valve
 - PALE Public Utility Easement
 - Wire fences
 - Chain link fences
 - Overhead electric lines
 - DRMCT Deed Records of Milam County, Texas
 - ORMCT Official Records of Milam County, Texas



Blue shading depicts the approximate location of a floodplain as determined by others. See NOTES: item 4.

119.789 acre tract Wesley Janak Volume 1330, Page 240 ORMCT

Blue shading depicts the approximate location of a floodplain as determined by others. See NOTES: item 4.

Being a 33.82 acre tract of land in the James A. Prewitt Survey, Abstract No. 288, Milam County, Texas and being that certain 33.900 acre tract of land conveyed in a deed to Eugene Bernard Savage, III, and Grace Lynn Savage, Co-Trustees, recorded in instrument No. 2021-203 of the Official Records of Milam County, Texas. Said 33.82 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" at the most northerly northwest corner of above mentioned 33.900 acre tract, some being the northeast corner of a 0.921 acre tract of land to Susan Diane Monroe, et al, recorded in Volume 1339, Page 550 (ORMCT), and located in the apparent south right-of-way line of County Road 324;

THENCE along the apparent south right-of-way line of County Road 324, North 69 degrees 30 minutes 37 seconds East, a distance of 762.96 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" for the northwest corner of a 3.00 acre tract of land to Terry Blevins, et ux (2019-947 ORMCT);

THENCE along the west line of said 3.00 acre tract and generally along a fence, South 19 degrees 05 minutes 40 seconds East, a distance of 535.10 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345";

THENCE along the south line of said 3.00 acre tract and generally along a fence, North 69 degrees 29 minutes 49 seconds East, a distance of 244.45 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a 6" wood fence corner post in the west line of a 119.789 acre tract of land to Wesley Janak (1330/240 ORMCT);

THENCE along the west line of said 119.789 acre tract and generally along a fence, the following:

- South 19 degrees 22 minutes 26 seconds East, a distance of 439.75 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a wood fence corner post;
- South 20 degrees 04 minutes 28 seconds East, a distance of 578.54 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a wood fence corner post;
- South 21 degrees 20 minutes 23 seconds East, a distance of 193.84 feet to a found 5/8" iron rod at a 6" wood fence corner post in the north line of a private lane;

THENCE along the north line of said private lane, South 71 degrees 42 minutes 52 seconds West, a distance of 641.24 feet to a chain link fence corner post for the southeast corner of a 5.4536 acre tract of land to Rusk Energy Corporation (2021-2445 ORMCT);

THENCE along the east line of said 5.4536 acre tract, North 18 degrees 16 minutes 49 seconds West, a distance of 437.44 feet to a chain link fence corner post in the south line of a 4.109 acre tract of land to Steven Leigh Davenport, II (2020-1682 ORMCT);

THENCE along the south line of said 4.109 acre tract and generally along a fence, North 70 degrees 11 minutes 32 seconds East, a distance of 236.94 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a 6" wood fence corner post;

THENCE along the east line of said 4.109 acre tract and generally along a fence, North 19 degrees 58 minutes 09 seconds West, a distance of 224.45 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" at a 6" wood fence corner post;

THENCE along the north line of said 4.109 acre tract and generally along a fence, South 70 degrees 12 minutes 26 seconds West, a distance of 800.30 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345" located in the apparent east right-of-way line of County Road 320;

THENCE along the apparent east right-of-way line of County Road 320, and generally along a fence, North 20 degrees 22 minutes 12 seconds West, a distance of 826.33 feet to a found 1/2" iron rod with red cap stamped "TRIAD RPLS 5952" at the southwest corner of said 0.921 acre tract;

THENCE along the south line of said 0.921 acre tract and generally along a fence, North 54 degrees 53 minutes 13 seconds East, a distance of 206.97 feet to a set 1/2" iron rod with yellow cap stamped "RPLS 5345";

THENCE along the east line of said 0.921 acre tract and generally along a fence, North 20 degrees 55 minutes 03 seconds West, a distance of 175.12 feet to the POINT OF BEGINNING, containing 33.82 acres of land.

All bearings shown herein are referenced to Geodetic North.

I, Don Randall Hughes, do hereby certify that this plat correctly represents a survey made on the ground under my direction and supervision on July 12, 2022.

Don Randall Hughes Registered Professional Land Surveyor No. 5345



NOTES:

- 1) Total number of tracts within this platted subdivision are eight (8), for a total area of 33.82 acres.
- 2) Name and Address of Owner/Developer: Eugene Bernard Savage, III, Grace Lynn Savage, 4104 Picadilly Circle, College Station, TX 77845-4741
- 3) This platted subdivision lies within the Rockdale Independent School District.
- 4) Floodplain analysis conducted by J. Clayton McKay, PE (TX PE No. 116938), Bullock, Bennett & Associates LLC (F-8542); refer to "Preliminary 100-Year Inundation Area (12" Flood Boundary)" for additional information.
- 5) In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any tract within this subdivision shall be permitted access onto a publicly dedicated roadway unless (a) approved by the Commissioner in whose Precinct this platted subdivision is located in Milam County, Texas, (b) the driveway satisfies the minimum spacing for driveways set forth in Section 7.4 and 7.5 of the Milam County Subdivision Regulations.
- 6) No structure within this subdivision shall be occupied until connected to an individual water supply of a State approved community water system.
- 7) No structure within this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system that has been approved and permitted by Milam County, Texas.
- 8) No construction or development within this subdivision may begin until all Milam County Subdivision and Development Regulations have been satisfied.
- 9) No documentation was found regarding the Private Lane along the southernmost line of this plot. It is assumed that this lane can be used to access Tracts 7 and 8 from County Road 320. Alternately, Tracts 7 and 8 can be accessed by the 30' access easement along the south line of Tract 6, which is created by this plot for that purpose.

OWNER'S CERTIFICATE

I, EUGENE BERNARD SAVAGE, III AND GRACE LYNN SAVAGE, CO-OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS BEING THAT CERTAIN 33.900 ACRE TRACT OF LAND DESCRIBED, RECORDED IN INSTRUMENT NO. 2021-203, OF THE OFFICIAL RECORDS OF MILAM COUNTY, TEXAS, AND ATTEST THAT THE EIGHT (8) TRACTS MEET ALL FINAL PLAT SUBDIVISION CONDITIONS AND REQUIREMENTS.

EUGENE BERNARD SAVAGE, III

GRACE LYNN SAVAGE

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED, EUGENE BERNARD SAVAGE, III AND GRACE LYNN SAVAGE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE THIS DAY OF _____, 2023.

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES _____

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF MILAM COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, STREETS AND PUBLIC THROUGHFARES SHALL BE THE RESPONSIBILITY OF THE OWNERS/OR DEVELOPERS OF THE TRACTS OF LAND COVERED BY THIS PLAT, AND SAID COURT ASSUMES NO RESPONSIBILITY FOR ANY ROADS, STREETS, AND PUBLIC THROUGH FARES, OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREOF.

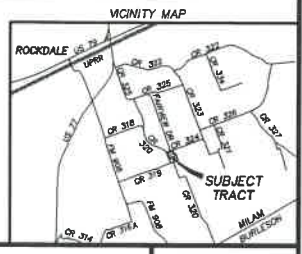
HENRY "HUB" HUBNIK, PRECINCT #1

JAMES DENMAN, PRECINCT #2

ART NEAL, PRECINCT #3

WESLEY PAYNE, PRECINCT #4

BILL WHITMIRE, MILAM COUNTY, JUDGE



RECORD OWNER
called 33.900 acre tract
Eugene Bernard Savage, III, and
Grace Lynn Savage, Co-Trustees
Instrument No. 2021-203 ORMCT

**FINAL PLAT OF
MILAM MEADOWS**
A SUBDIVISION IN THE JAMES A. PREWITT
SURVEY, A-288, MILAM COUNTY, TEXAS

Hughes Surveying
Texas Board of Professional Land Surveying, Firm Number 10055300

P. O. BOX 1135
212 N. CENTRAL AVENUE
CAMERON, TEXAS 76520
PHONE (254) 697-3646 FAX (254) 697-8776

DATE:	7-12-22
Proj. No.	7081
Drn. By	LEM
Scale:	1"=200'
Dwg. No.	C-1450
SHT.	OF

STATE OF TEXAS
 COUNTY OF MILAM
 I, JODI MORGAN, CLERK OF THE COUNTY COURT OF MILAM COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE 142 FARM FLOOD PLAN IS AS SHOWN AND WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS, AS SHOWN HEREBY.

DATE: 01.10.2023

Matt Drees
 MATTHEW A. DRANGENBERG, PE #142620
 SOUTHWEST ENGINEERS
 800A, TX 78746
 512-312-4366

STATE OF TEXAS
 COUNTY OF MILAM

I, ROBERT J. GERSTON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF MILAM COUNTY, TEXAS.

ROBERT J. GERSTON
 ATWELL LLC
 805 LAS ONAS PARKWAY, STE. 310
 AUSTIN, TX 78746
 512-304-0505



STATE OF TEXAS
 COUNTY OF MILAM

I, 142 FARMS PARTNERS, LP, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS SECTION 35.952 ACRES TRACT OF LAND, DO HEREBY CERTIFY THAT THE CERTAIN CALLED 35.952 ACRE TRACT OF LAND SHOWN HEREON IS BEING OFFERED FOR SALE TO THE PUBLIC BY THE OFFICIAL RECORDS OF MILAM COUNTY, TEXAS, AND ATTEST THAT THE 32 TRACTS, HEREBY SUBDIVIDE 35.952 ACRES OF LAND SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, TO BE KNOWN AS:

142 FARMS
 AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREOF.

WITNESS MY HAND THIS THE ____ DAY OF _____, 2023, A.D.

GEORGE H. KRONENBERG III
 142 FARM PARTNERS LP
 2301 S. CAPITAL OF TEXAS HWY STE. J-101
 AUSTIN, TX 78746

STATE OF TEXAS
 COUNTY OF MILAM

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED, GEORGE H. KRONENBERG III, MANAGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HAS SIGNED SAID INSTRUMENT AS ONE OF THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY STATED.

GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE THIS ____ DAY OF _____, 2023, A.D.

NOTARY PUBLIC STATE OF TEXAS

MY COMMISSION EXPIRES _____

STATE OF TEXAS
 COUNTY OF MILAM

I, JODI MORGAN, CLERK OF THE COUNTY COURT OF MILAM COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS ORDER AUTHORIZING THE 2023 A.D. THE COMMISSIONERS' COURT OF MILAM COUNTY, TEXAS, HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT. WITNESS MY HAND AND SEAL OF OFFICE OF CLERK OF THE COUNTY COURT OF MILAM COUNTY, TEXAS, THIS ____ DAY OF _____, 2023, A.D.

JODI MORGAN
 COUNTY CLERK
 MILAM COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF MILAM

I, JODI MORGAN, COUNTY CLERK OF MILAM COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND IS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN THE OFFICE ON THE ____ DAY OF _____, 2023, A.D., AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF MILAM COUNTY, TEXAS IN PLAT CABINET _____ PAGE _____ OF _____.

JODI MORGAN
 COUNTY CLERK
 MILAM COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF MILAM

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF MILAM COUNTY, TEXAS, IT IS HEREBY CERTIFIED THAT THE COMMISSIONERS COURT OF MILAM COUNTY, TEXAS, HAS REVIEWED THE PLAT, AND SAID COURT ASSUMES NO RESPONSIBILITY FOR ANY ROADS, STREETS, AND PUBLIC THROUGHFARES, OR ANY BRIDGE OF CULVERTS IN CONNECTION THEREOF.

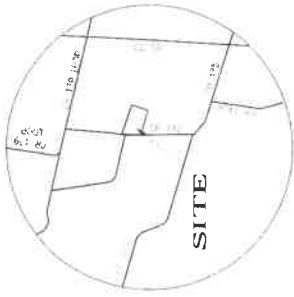
HENRY "HUB" HUBNIK, PRECINCT #1

DONALD SHUFFIELD, PRECINCT #2

ART NEAL, PRECINCT #3

JEFF MUEJDE, PRECINCT #4

STEVE YOUNG, MILAM COUNTY, JUDGE



LOCATION MAP
 NOT TO SCALE

LEGAL DESCRIPTION AS SURVEYED

A 35.952 ACRE (1,566,092 SQUARE FEET), TRACT OF LAND, LYING WITHIN THE CHARLES MARTIN SURVEY, ABSTRACT 244, COUNTY OF MILAM COUNTY, TEXAS, AS SHOWN ON A CERTAIN CALLED 35.952 ACRE TRACT, CONVEYED TO KIMBERLY ALICE TRAVIS, IN VOLUME 704, PAGE 87, DEED RECORDS OF MILAM COUNTY, TEXAS (D.R.M.C.T.), DESCRIBED AS FOLLOWS:

BEGINNING, AT AN 1/2" IRON ROD FOUND FOR THE NORTHWESTERN CORNER OF SAID 35.952 ACRE TRACT, ALSO BEING THE SOUTHWESTERN CORNER OF SAID 161 ACRE TRACT CONVEYED TO D.A. CROUCH AND WIFE, JANET CROUCH IN VOLUME 972, PAGE 535, OFFICIAL RECORDS MILAM COUNTY, TEXAS (O.R.M.C.T.), AND ALSO BEING IN THE WESTERN LINE OF SAID 161 ACRE TRACT, ALSO BEING THE WESTERN CORNER AND POINT OF BEGINNING OF THE HEREBY DESCRIBED TRACT;

THENCE, LEAVING SAID COUNTY ROAD 142 (R.O.W. VARIES) AND WITH SAID 35.952 ACRE TRACT, WITH SAID 35.952 ACRE TRACT, A CALLED 64 ACRE TRACT, FOURTH TRACT, THENCE, WITH SAID 35.952 ACRE TRACT, A CALLED 64 ACRE TRACT, FOURTH TRACT, MILAM COUNTY, TEXAS AND SAID 100 ACRE TRACT THIRD TRACT, 517'54.13'W, A DISTANCE OF 984.53 FEET TO A SET 5/8" IRON ROD WITH CAP STAMPED "ATWELL, LLC" IN THE WESTERN LINE OF SAID 64 ACRE, FOURTH TRACT, ALSO BEING THE SOUTHWESTERN CORNER OF SAID 64 ACRE TRACT, ALSO BEING THE WESTERN CORNER OF SAID 64 ACRE TRACT, CONVEYED TO BEN WHITE, IN VOLUME 458, PAGE 267, AND ALSO BEING THE SOUTHWESTERN CORNER OF THE HEREBY DESCRIBED TRACT;

THENCE, WITH SAID 35.952 ACRE TRACT AND SAID BEN WHITE TRACT, N71°24'58" W, A DISTANCE OF 1,438.01 FEET TO AN 1/2" IRON ROD FOUND FOR THE SOUTHWESTERN CORNER OF SAID 35.952 ACRE TRACT, ALSO BEING THE NORTHWESTERN CORNER OF SAID 35.952 ACRE TRACT, ALSO BEING THE NORTHWESTERN CORNER OF SAID COUNTY ROAD 142 (R.O.W. VARIES);

THENCE, WITH THE WESTERN LINE OF SAID 35.64 ACRE TRACT AND EASTERN LINE OF SAID 35.64 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 71° 07' 07" W, A DISTANCE OF 362.03 FEET TO A SET 5/8" IRON ROD WITH CAP STAMPED "ATWELL, LLC" IN THE WESTERN LINE OF SAID 35.64 ACRE TRACT, ALSO BEING THE WESTERN CORNER OF SAID 35.64 ACRE TRACT, A DISTANCE OF 247.04 FEET TO A SET 5/8" IRON ROD WITH CAP STAMPED "ATWELL, LLC", AND
3. N00° 34' 07" E, A DISTANCE OF 406.68 FEET TO THE POINT OF BEGINNING, CONTAINING 35.952 ACRES OR 1,566,092 SQUARE FEET, MORE OR LESS.

ENGINEER:
 SOUTHWEST ENGINEERS
 800A, TX 78746
 512-312-4366

SURVEYOR:
 ATWELL LLC
 805 LAS ONAS PARKWAY, STE. 310
 AUSTIN, TX 78746
 512-304-0505

SUBMITTED:
 DECEMBER 15, 2022

OWNER:
 142 FARMS PARTNERS, LP
 2301 S. CAPITAL HWY STE. J-101
 AUSTIN, TX 78746

TOTAL ACRES: 35.952 ACRES
 SURVEY: CHARLES MARTIN SURVEY
 ABSTRACT 244
 TOTAL LOTS: 34.28 ACRES

ATWELL
 www.atwell-group.com
 805 LAS ONAS PARKWAY, SUITE 310
 AUSTIN, TX 78746
 512-304-0505
 TBP: LS 10193728

142 FARMS
 PRELIMINARY SUBDIVISION PLAT
 35.952 ACRES (1,566,092 SQUARE FEET)
 OUT OF THE CHARLES MARTIN SURVEY, ABSTRACT 244
 MILAM COUNTY, TEXAS

DR. RC	CH. RG	DATE	REVISIONS
		DECEMBER 2022	
CAD FILE:			
JOB:	22004745		
SHEET NO.:	2 OF 2		

PROJECT: 142 FARMS
 DATE: DECEMBER 2022
 SHEET NO. 2 OF 2

COX'S A/C
 1290 FM 979
 Cameron, TX 76520
 254-697-4252

276581

ORDER INFO	customer's order no.	phone	date
	BID		1-10-23
	name		
	Blessings from God Food Pantry		
	address		
1300 N Austin			
city, state, zip			
Cameron TX 76520			
sold by		shipping information	
cash <input type="checkbox"/> charge <input type="checkbox"/> check <input type="checkbox"/> c.o.d. <input type="checkbox"/> on acct. <input type="checkbox"/> # _____			

quantity	description	price	amount
1	BID to purchase &		
2	Install a Carrier		
3	5 TON Gas Furnace /		
4	A/C System.		.00
5		\$ 7 700	
6			
7			
8			
9			
10			
11			
12			
13	Regulated by The Texas Department of Licensing and Regulation		
14	PO Box 12157 • Austin, TX 78711		
15	1-800-803-9202 • 512-463-6599		
16	www.tdlr.texas.gov		
received by			



keep this slip for reference

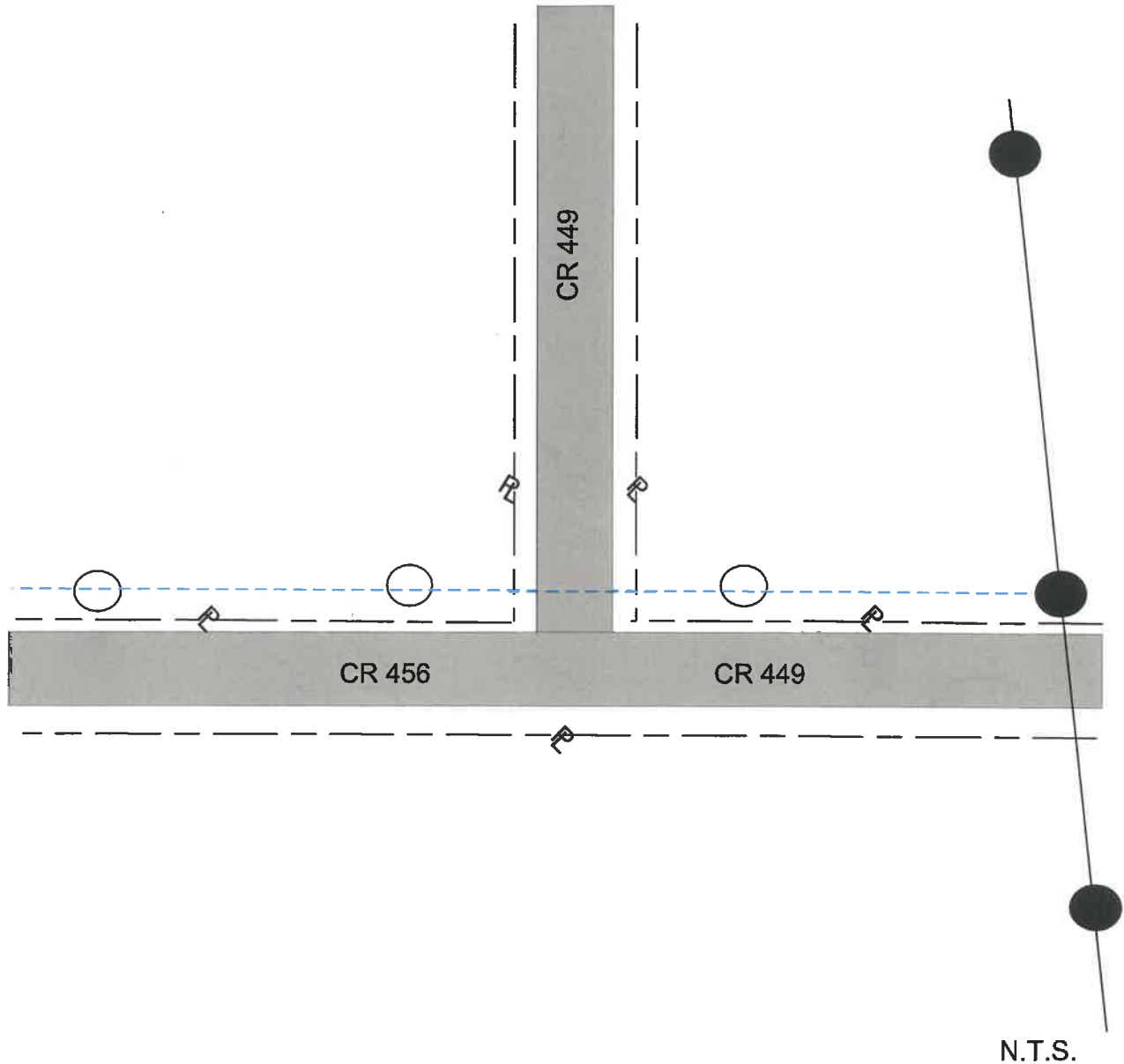
DC5808UV/10-13

Exhibit E

BEC to maintain a minimum of 22' above road at all times



**Intersection of CR 449 & CR 456
Thorndale Tx**



N.T.S.

WO 2022581

Aerial Road Crossing Permit

Drawn by K.K. DATE: 1-12-2023
Approved by K.S.



Existing Bartlett pole



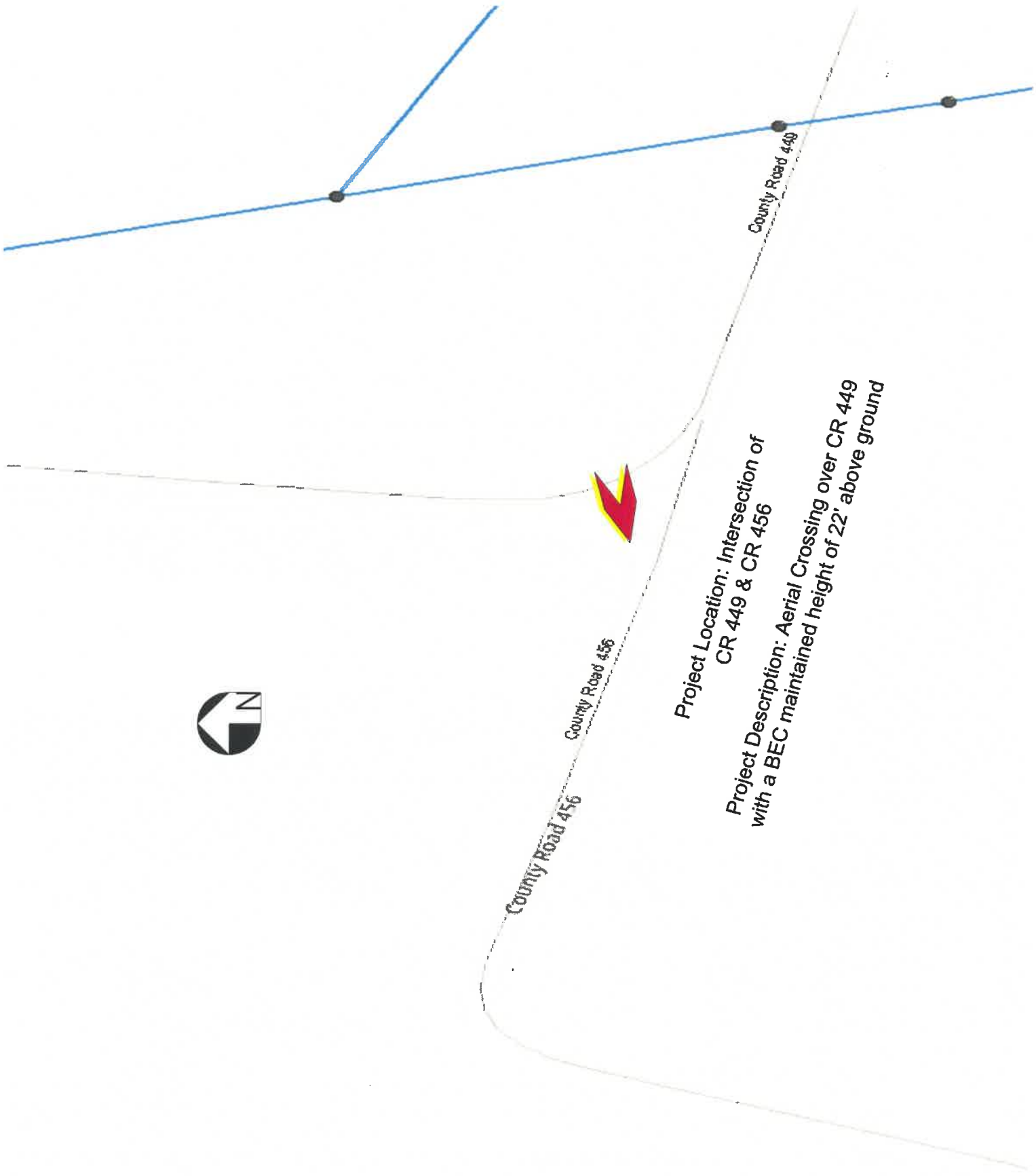
Proposed Bartlett pole to be installed



Existing overhead primary line



Proposed overhead primary line



**Project Location: Intersection of
CR 449 & CR 456**

**Project Description: Aerial Crossing over CR 449
with a BEC maintained height of 22' above ground**

Exhibit F

RESOLUTION

WHEREAS, The Milam County Commissioners Court, which governs Milam County, finds it in the best interest of the citizens of Milam County, that the Youth Victim Services be operated for the 2024; and

WHEREAS, The Milam County Commissioners Court, agrees to provide applicable matching funds for the said project as required by the Victims of Crime Act Formula grant application; and

WHEREAS, The Milam County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Juvenile Board assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The Milam County Commissioners designates the Milam County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

NOW THEREFORE, BE IT RESOLVED that the Milam County Commissioners Court approves submission of the grant application for the Youth Victim Services to the Office of the Governor.

Signed by:

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)

Grant Number: _____ 4015004 _____

Bill Whitmire, Milam County Judge

Henry Hubnik, Precinct 1 Commissioner

James Denman, Precinct 2 Commissioner

Art Neal, Precinct 3 Commissioner

Wesley Payne, Precinct 4 Commissioner

Exhibit G

RESOLUTION

WHEREAS, The Milam County Commissioners Court, which governs Milam County, finds it in the best interest of the citizens of Milam County, that the Youth Intervention Services be operated for the 2024; and

WHEREAS, The Milam County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Juvenile Board assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The Milam County Commissioners designates the Milam County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

NOW THEREFORE, BE IT RESOLVED that the Milam County Commissioners Court approves submission of the grant application for the Youth Intervention Services to the Office of the Governor.

Signed by:

Passed and Approved this ____ (Day) of _____ (Month), ____ (Year)

Grant Number: 3756205

Bill Whitmire, Milam County Judge

Henry Hubnik, Precinct 1 Commissioner

James Denman, Precinct 2 Commissioner

Art Neal, Precinct 3 Commissioner

Wesley Payne, Precinct 4 Commissioner

Permission For Entry and Waiver of Claims

I, Judith Carpenter, the undersigned, hereby give my consent to Milam County and its employees to enter my property located on County Road 308A, for the purpose of maintaining County Road 308A. In addition, I hereby waive any and all claims against Milam County that may result from that entry.

Judith Carpenter
Jason & Judith Carpenter
11-30-2022
Date

Exhibit J
NOTICE OF PROPOSED INSTALLATION
UTILITY LINE ON MILAM COUNTY RIGHT-OF-WAY

TO: Milam County Commissioners Court
102 South Fannin Avenue
Cameron Texas 76520

Date: 01/06/23

Formal notice is hereby given that **SOUTHWEST MILAM WATER SUPPLY CORPORATION**
proposes to place a **WATER LINE**
within the right-of-way of CR 458 A

as follows: (give location, length, general design, etc.)

PROPOSED BORE LOCATION ON CR 458 A APPROXIMATELY 1.4 MI NORTHEAST
OF THE INTERSECTION OF CR 458A & CR 458. BORE IS FOR NEW WATER SERVICE.
4" PVC CASING ACROSS ENTIRE ROW, MINIMUM 36" DEEP.

The line will be constructed and maintained on the road right-of-way as directed by Milam County Commissioners' Court in accordance with governing laws.

Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual of Traffic Control Devices required for adoption by the "Transportation Code" (V.C.T.A. CH. 251)

The location and description of the proposed line and appurtenances is more fully shown by 1 copies of drawings attached to this notice.

Construction of this line is proposed to begin on or after the 10th day of JANUARY, 20 23.

APPROVAL

This application is hereby approved subject to the following understandings and restrictions:

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Milam County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Milam County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

SOUTHWEST MILAM WATER SUPPLY CORPORATION

PO BOX 232
ROCKDALE TX 76567
(512)446-2604 phone
(512)446-7376 fax



Authorized Signature

DAVID WUTHRICH

Printed Name

APPROVED BY MILAM COUNTY COMMISSIONERS' COURT

by: _____

DATE: _____



September 21, 2017

Re: Letter Agreement between Milam County Commissioners Court and TexHealth Central Texas, Inc.

This Letter Agreement (“Agreement”) is between Milam County (“County”) and TexHealth Central Texas, Inc. (“TexHealth or TexHealth Central Texas”) (collectively, the “Parties”). The “Effective Date” of this Letter Agreement is the date August 31, 2017.

The Central Texas Regional Health Coverage Project was initiated by a group of regional stakeholders, to develop a basic health plan at an affordable price for small employers and their employees to improve access to healthcare on a regional basis (“Program”). National healthcare reform required the TexHealth program to modify its operations to form a health insurance premium support program aimed at small businesses to make available health care coverage for uninsured and underinsured small employers and their employees.

On September 21, 2017, Milam County approves participation in the small employer health insurance premium support program and appoints its representative to the TexHealth Board of Directors.

The County anticipates this program will help existing small businesses remain competitive with a healthy workforce and will allow them to recruit and retain effective employees. Further, this program provides access to affordable health care to individuals who are currently utilizing subsidized County partner services, are unable to afford health insurance coverage or are struggling financially due to the high cost of health insurance.

The Parties agree to the following terms:

Funding.

County will not be obligated to provide any funding to TexHealth for the continuation of the Program in Milam County. Despite any terms or conditions contained in this Letter Agreement, County shall not be obligated to provide any funding.

Obligations of TexHealth Central Texas.

TexHealth shall, at minimum, provide the following:

- Access to health insurance plans available on the open market;
- Limit its program offerings to businesses with 2 to 50 employees;
- Not discriminate against, or promote any one insurance plan over others licensed in the state of Texas;
- Not interfere with any Agent/Employer relationship or Agent of Record status;
- Make all efforts to promote the TexHealth program in Milam County
- TexHealth does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.
- Governance by a 501(c)3 non-profit corporation with a regional Board of Directors with up to 1 representative from Milam County, which may be appointed by Milam County;
- May appoint a General Agent to represent TexHealth Central Texas in the business community;

1. Reporting Obligations and Right to Audit. TexHealth agrees to provide to the County information that the County requests concerning the Program, including a report of clients served broken out by county. TexHealth agrees that County or its duly authorized representatives shall have access to and the right to examine and photocopy any and all books, documents, papers and records of TexHealth which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TexHealth agrees that County shall have access during normal working hours to all necessary TexHealth facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give TexHealth thirty (30) days advance notice of intended audits.

2. Scope of Program. The Parties agree that the participation by the County under this Agreement should expand access to health benefits and services for County residents who do not currently have such access, lessen the burden on the County to provide such services, and potentially improve health outcomes for County residents who receive these services.

3. Amendments. Any change to the terms or conditions of this Agreement after its execution or any attachments to it shall not be effective unless it is made in writing and signed by both Parties.

4. Reduction to Writing. All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

5. Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given

immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the following addresses:

County:
Judge David Barkemeyer (or successor)
Milam County
102 S. Fannin Ave.
Cameron, TX 76520

TexHealth:
James I. Rodriguez, FACHE (or successor)
President and CEO
2800 S. IH 35, Suite 155
Austin, TX 78704

6. Law and Venue. This Agreement is governed by the laws of the United States of America and the State of Texas and all obligations under this Agreement shall be performed in Milam County, Texas. Venue for any dispute arising out of this Agreement is in Milam County, Texas.

7. Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction the remainder of the Agreement shall remain valid and binding.

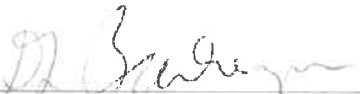
8. Headings. Headings and titles at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

9. Gender and Number. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

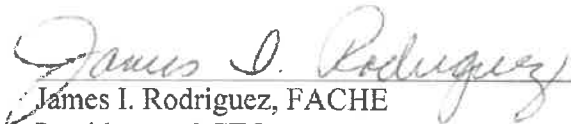
10. Termination for Convenience. The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to TexHealth. No penalty will be assessed for County's termination of this Agreement for convenience. However, termination shall not require TexHealth to cease operations in Bastrop County.

11. Successors and Assigns/Assignment. This Agreement shall be binding upon and inure to the benefit of Parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.

By the signatures affixed below, the Parties agree to the terms of this Agreement.



Judge David Barkemeyer
County Judge
Milam County



James I. Rodriguez, FACHE
President and CEO
TexHealth Central Texas, Inc.

Date: Sept. 21, 2017

Date: 12/28/17



**AMENDMENT TO LETTER OF AGREEMENT BETWEEN MILAM COUNTY
AND TEXHEALTH CENTRAL TEXAS, INC.**

This Amendment to the Letter Agreement between Milam County and TexHealth Central Texas, Inc. is entered into between Milam County (Milam County) and TexHealth Central Texas, Inc. (TexHealth), a tax-exempt non-profit organization that operates the regional health care program established for the benefit of the employees of small employers under Chapter 75 of the Texas Health & Safety Code (each a “Party” and collectively the “Parties”).

Recitals

WHEREAS, Section 3 of the Agreement permits the Parties to amend the Agreement pursuant to a written instrument that is signed by both Parties; and

WHEREAS, the Parties desire to amend the Agreement to extend the length of the initial term to meet Texas Department of Insurance requirements; and

WHEREAS, the Parties acknowledge that such amendment is supported by good and sufficient consideration.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The Term of the Agreement is extended until September 21, 2027.
2. Except as amended above, the Agreement as modified shall remain in full force and effect, being hereby ratified, approved, and affirmed.

By their signatures affixed below, the Parties duly execute this Amendment to be effective on the last signature date (“Effective Date”).

MILAM COUNTY

TEXHEALTH CENTRAL TEXAS, INC.

Judge Steve Young
County Judge

James I. Rodriguez, FACHE
President & CEO

Date: _____

Date: September 7, 2022