

**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, FEBRUARY 13, 2023, AT 10:00 AM**

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 February 13, 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. Review, discuss, and take necessary action to approve the County Treasurer’s Report for January as presented by the Milam County Treasurer’s Office.
7. Consider and take appropriate action on permission for entry and waiver of claims for Buck Tarver on CR 325. (**Exhibit “A”**)
8. Consider and take appropriate action for granting permission to advertise for bids for Yard Services.
9. Consider and take appropriate action for granting permission to advertise for bids for Janitorial Services for County buildings.

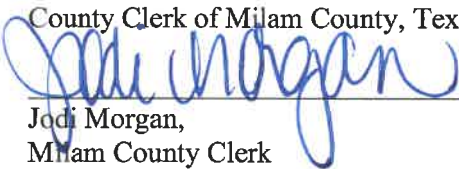
10. Discuss and take appropriate action on an agreement between TxDOT and Milam County to contribute right of way funds as presented by Commissioner Henry Hubnik.
11. Discuss and take appropriate action to appoint one (1) member to the Hill Country Transit District Board of Directors.
12. Consider and take appropriate action on a utility request by Bartlett Electric, for fiber optic to be installed underground along and crossing CR 421. **(Exhibit “B”)**
13. Accept Certificates of Completion for James Denman and Wesley Payne from the V.G. Young Institute of County Government. **(Exhibit “C”)**
14. Discuss and take appropriate action on the position of Veterans Services Coordinator in Milam County
15. Discuss and approve the contract to appoint Sharon Diaz as Ad Litem for CPS cases. **(Exhibit “D”)**
16. Presentation of TDA Form A1024 CDBG Section 3 Goals and Concepts as related to the CDBG Program and Grant Contract Number CDV21-0206. **(Exhibit “E”)**
17. Consider and take possible action to award construction contract for the Milam county TxCDBG grant CDV21-0206.
18. Consider and take Action on copier lease agreement for the Auditor’s Office.
19. Discuss and approve a contract of sale for purchase of property on both sides of roadway for an off system bridge in Precinct 1.
20. Discuss and take appropriate action on a request from Jamie Larson for a new façade for the Old Town Cameron Museum. **(Exhibit “F”)**
21. Discuss and approve new members Yvette McCoy and Susan Larson for the Milam County Historical Commission.
22. Discuss and take appropriate action on the status of the Rosenwald School and the funds associated with the school’s refurbishment.
23. Accept a “State of the Membership” update from Holly Jentsch regarding the Milam County Historical Commission.
24. Discuss and take action on the renewal of the agreement between Milam County and PHI Cares.
25. Discuss and take action on Permission for Entry and Waiver of Claims for Bruce Perry, Precinct 3.
26. Discuss and take action on the acceptance of base gravel between SLR/Garney Construction.
27. Discuss and take action on the Order of Election for May 6<sup>th</sup>, 2023.
28. Review, discuss and take action on a Memorandum of Understanding between Milam County and Walter Mark McKibbean. **(Exhibit “G”)**.

29. Discuss and take action on the approval of a re-plat for 2 lots at the Los Ranchitos/Godfrey subdivision as presented by Jay Beathard.
30. Consider, discuss and take action on Permission for Entry and waiver of claims for entry on private property for brush disposal and vehicle access as presented by the county commissioners.
31. Review, discuss, and take necessary action to pay the bills of Milam County, Texas as presented by the County Auditor's Office.
32. Adjourn

Dated this 7th day of February 2023

  
 Bill Whitmire  
 Milam County Judge

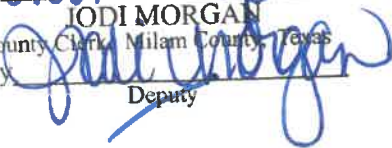
I, the undersigned County Clerk, do hereby certify that the above notice of the **Regular Meeting** of the Milam County Commissioners Court is a true and correct copy of said Notice. Further, the Notice is published on the Courthouse Door and the County Clerk's Office of Milam County, Texas and at other places readily accessible to the public at all times beginning on the **7<sup>th</sup> day of February 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,  
 Milam County Clerk



**JODI MORGAN**  
 County Clerk

*(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.)*

Filed 7<sup>th</sup> day of Feb  
 in 2023, At 4:00 M.  
 JODI MORGAN  
 County Clerk, Milam County, Texas  
 By   
 Deputy

**PERMISSION FOR ENTRY AND WAIVER OF CLAIMS**

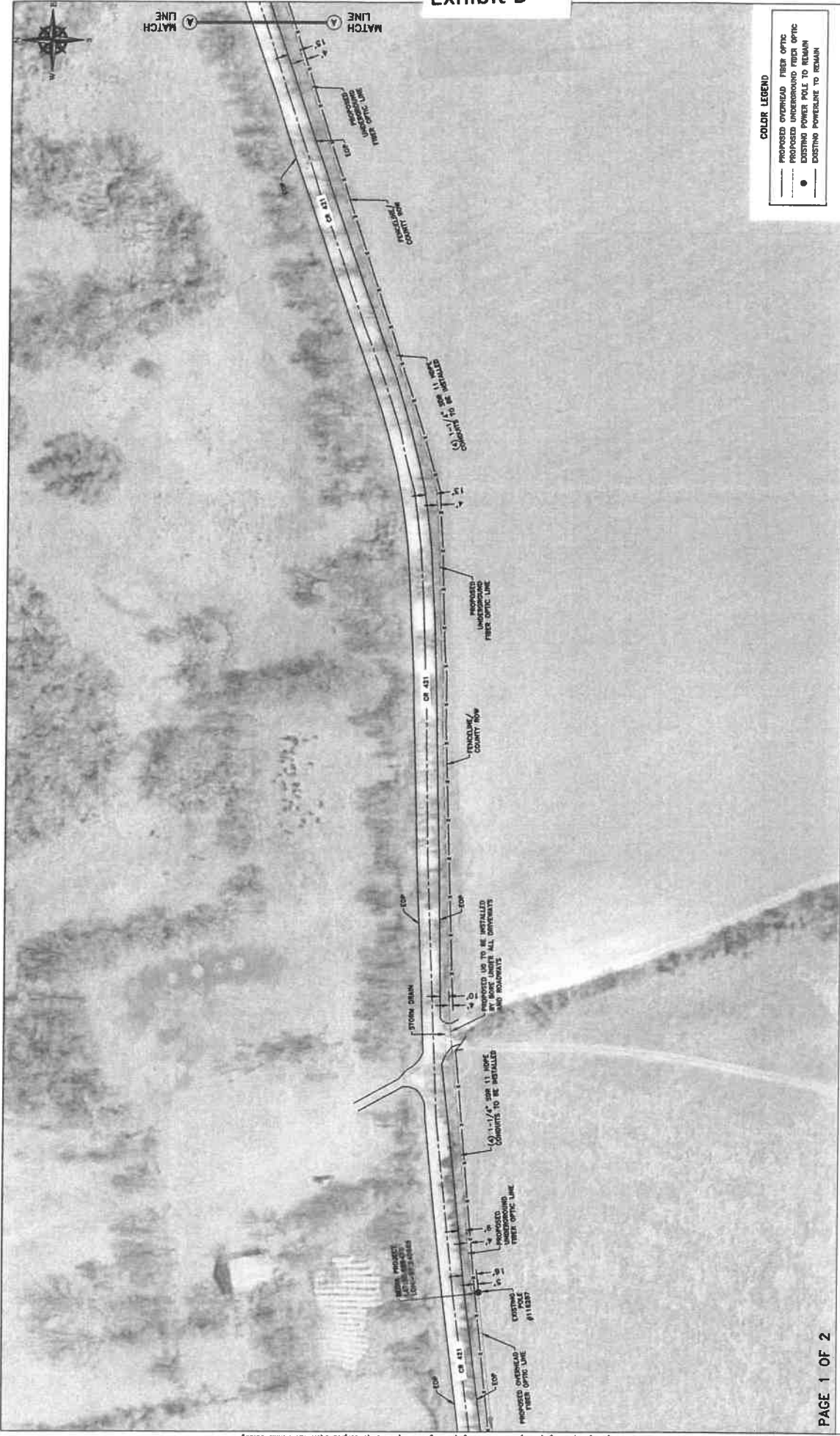
I, Bock Torvet, the undersigned, hereby give my consent to Milam County and its employees to enter my property located on County Road 325, for the purpose of maintaining County Road 325. In addition, I hereby waive any and all claims against Milam County that may result from that entry.

  
\_\_\_\_\_

1-18-23  
\_\_\_\_\_

Date

# Exhibit B



**COLOR LEGEND**

- PROPOSED OVERHEAD FIBER OPTIC
- PROPOSED UNDERGROUND FIBER OPTIC
- EXISTING POWER POLE TO REMAIN
- EXISTING POWERLINE TO REMAIN

MILAM COUNTY  
 THIS DRAWING MAY NOT INCLUDE ALL  
 BURIED UTILITIES WITHIN COUNTY ROW.  
 ALL DIMENSIONS ROUNDED TO THE  
 NEAREST FOOT OR DEGREE

PERMIT DRAWING  
 BARTLETT FIBER OPTIC TO BE INSTALLED UNDERGROUND ALONG AND CROSSING  
 CR 421 AS SHOWN.

PART 1 OF THE PROJECT BEGINS 0.70 MILES EAST OF AT CR 417 AND ENDS  
 APPROXIMATELY 0.70 MILES WEST OF THE INTERSECTION OF CR 421 AND CR 418.

PAGE 1 OF 2

S.E. 20BARTEC3003  
 BARTLETT FIBER PERMITTING PROJECT  
 SUBMITTED BY:  
 BARTLETT ELECTRIC COOPERATIVE, INC. (BARTEC)  
 PERMIT FOR: CR 421 UG (SEGMENT 09)

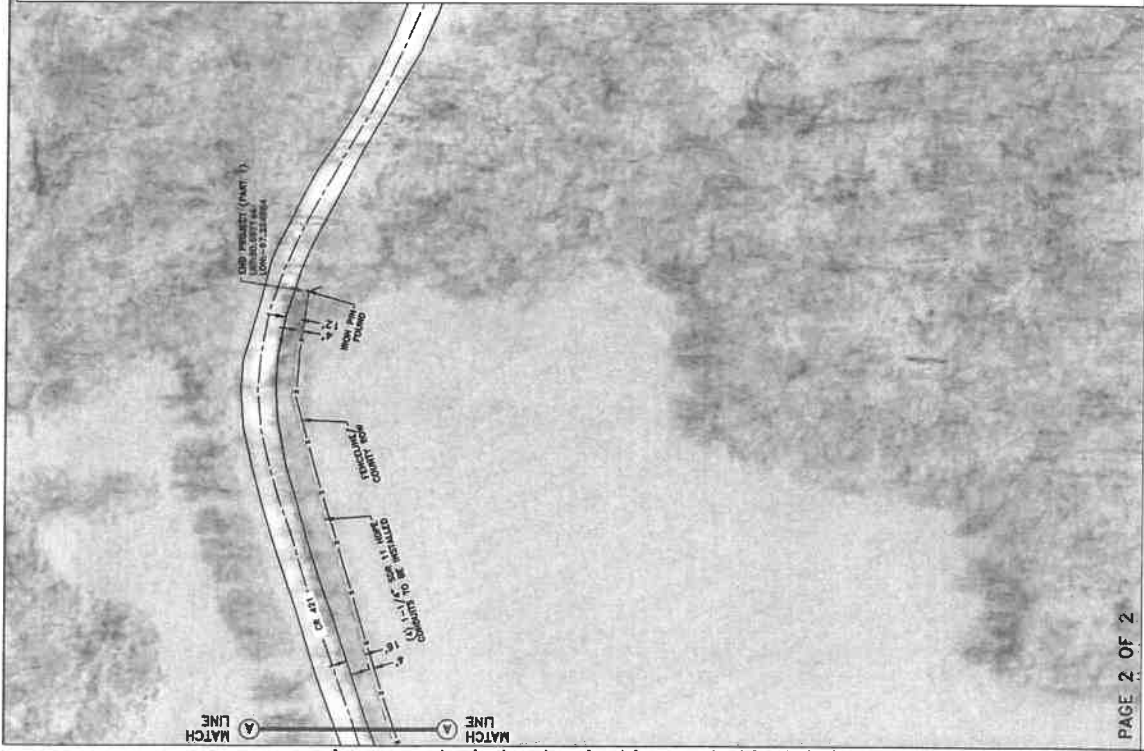
20BARTEC3003



**COLOR LEGEND**

|     |                                  |
|-----|----------------------------------|
| --- | PROPOSED OVERHEAD FIBER OPTIC    |
| --- | PROPOSED UNDERGROUND FIBER OPTIC |
| --- | EXISTING POWER POLE TO REMAIN    |
| --- | EXISTING POWERLINE TO REMAIN     |

MILAM COUNTY  
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 NEAREST FOOT OR DEGREE



PERMIT DRAWING  
 BARTLETT FIBER OPTIC TO BE INSTALLED UNDERGROUND ALONG AND CROSSING  
 CR 421 AS SHOWN.  
 PART 1 OF THE PROJECT BEGINS 0.70 MILES EAST OF AT CR 417 AND ENDS  
 APPROXIMATELY 0.70 MILES WEST OF THE INTERSECTION OF CR 421 AND CR 418.

PAGE 2 OF 2

S.E. 20BARTEC3003  
 BARTLETT FIBER PERMITTING PROJECT  
 SUBMITTED BY:  
 BARTLETT ELECTRIC COOPERATIVE, INC. (BARTEC)  
 PERMIT FOR: CR 421 UG (SEGMENT 08)

20BARTEC3003



# Certificate of Completion

The V.G. Young Institute of County Government  
Awards This Certificate To

**James Denman**

For Successfully Completing 20.50 Hours of Educational Training

**2023 Seminar for Newly Elected Judges & Commissioners**

**College Station, TX**

Peter J. McGuill, Ph.D., Director  
V.G. Young Institute of County Government

Harold Keeter, President  
County Judges & Commissioners Association of Texas

Rick Avery, Ph.D., Director  
Texas A&M Agrilife Extension Service

January 10-13, 2023

# Certificate of Completion

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**The V.G. Young Institute of County Government  
Awards This Certificate To**


**Wesley Payne**


**For Successfully Completing 20.50 Hours of Educational Training**

**2023 Seminar for Newly Elected Judges & Commissioners**

**College Station, TX**

  
Peter J. McGill, Ph.D., Director  
V.G. Young Institute of County Government

  
Harold Keeter, President  
County Judges & Commissioners Association of Texas

  
Rick Avery, Ph.D., Director  
Texas A&M Agrilife Extension Service

January 10-13, 2023



This agreement dated January 15, 2023 is made between the 20<sup>th</sup> District Court of Milam County and Diaz & Wright, PLLC in accordance with the following terms, conditions, and provisions.

1. The Client is identified as follows:  
Name: 20<sup>th</sup> District Court of Milam County  
Type of entity: County Government  
Address: 102 South Fannin Avenue, Cameron, Texas 76520  
Business telephone: (254) 697-7010  
Contact: Judge John Youngblood
2. The Independent Contractor is identified as follows:  
Name of entity: Diaz & Wright, PLLC  
Address: P.O, Box 522  
Business telephone: (254) 583-0009  
Contact: Amykaye Millikin
3. Work To Be Performed.
  - a. The 20<sup>th</sup> District Court of Milam County will designate the firm as Guardian & Attorney Ad-Litem for all children in cases initiated by the Department of Family Protective Services as authorized by the Texas Family Code 107.011 and 107.012.
  - b. Sharon L. Diaz will be designated Lead/Originating Attorney, but can be assisted by any attorney of the firm as well as paralegals and support staff as needed.
  - c. The contract to be for a two-year term beginning on February 1, 2023.
  - d. Per the rules established by the Internal Revenue Service, the work performed by the attorneys, paralegals, and support staff are independent and without control by the 20<sup>th</sup> District Court of Milam County.
  - e. Per the rules of Professional Conduct for Attorneys, the US Constitution, and Texas Constitution, the decisions and work of the attorneys are independent and without control by the 20<sup>th</sup> District Court of Milam County, or the corporation of Diaz & Wright, LLC.
  - f. Required Training: The attorneys will complete the state mandated continuing legal education and ad-litem certification.
  - g. Specific Scope of Work:
    - i. be responsible for legal services to a child or children, who owes to the person the duties of undivided loyalty, confidentiality, and competent representation as defined by Texas Family Code Section 107.001(2).
    - ii. be responsible for the dual role as Guardian Ad Litem who represents the best interests of the child as defined by Texas Family Code Section 107.001(4) and (5)(A).
    - iii. demonstrate continuous efforts to improve services to all children served by this contract, decrease turnaround times, streamline work processes, remain current on follow-up of pending proceedings, and work cooperatively and jointly to provide quality seamless service.
    - iv. demonstrate a positive attitude and progressive actions through display of professionalism, courtesy, and appropriate tact and discretion in all interactions with the Court employees, opposing parties, other Milam County employees and with the public.

4. **Terms of Payment.** The cost for the program is payable under the following Terms and Conditions:
  - a. The 20<sup>th</sup> District Court of Milam County will pay \$4,250 flat monthly fee due on the 10<sup>th</sup> of each month.
  - b. Expert, travel, witness, process service, and investigator fees are not covered in the flat monthly fee and will be applied for as per the Rules of Civil Procedure and Family Code.
  - c. If the Department of Family Protective Services' removal and petition cases increases by 15% per month for three continuous months after May 2023, then the flat fee will increase to \$5,000 flat monthly fee for the remainder of the contract or renewal period. The increase will be calculated by using the monthly average of cases filed by the Department of Family Protective Services as reported to the Office of Court Administration.
  
7. Payroll taxes including federal, state, and local taxes shall not be withheld or paid by the Client on behalf of Diaz & Wright, PLLC or for the employees of Diaz & Wright, PLLC. Diaz & Wright, PLLC or the attorneys, paralegals, nor support staff shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Diaz & Wright, PLLC shall be responsible to pay all taxes as mandated by law.
  
8. Since Diaz & Wright, PLLC is not an employee of the Client's business, it is not eligible for and shall not participate in any employer benefit of the Client including pension, health or other fringe benefits.
  
9. **Attorney Fees and Litigation Costs.** If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which that party would be entitled.
  
10. **Worker's Compensation.** The Client shall not obtain worker's compensation insurance on behalf of Diaz & Wright, PLLC or the employees of the Diaz & Wright, PLLC. Diaz & Wright, PLLC shall comply with the worker's compensation law concerning its business and its employees.
  
11. **Term of Agreement.**
  - a. This Agreement shall commence on February 1, 2023 at 12:00 a.m. and shall terminate on January 31, 2025 at 11:59 p.m.
  - b. The term of this agreement (consisting of the initial term and any extensions) will automatically be extended by consecutive two-year terms unless no later than three months before the beginning of any such extension either party notifies the

other in writing that it does not wish to extend this agreement. Any extension will increase the flat fee by 10% over the fee at the time of the extension.

- c. If the Agreement is not renewed the attorneys will retain the appointment on any pending case at the time the agreement terminates. Any remaining cases will be paid according to the published Milam County Fee Schedule as of the date of the conclusion of the agreement.

12. Non-waiver. The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. Declaration by Independent Contractor. Diaz & Wright, PLLC declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

14. Notices. Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, by email, return receipt requested, or by fax to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

15. Choice of Law. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Texas.

16. Entire Agreement. This is the entire Agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only by a writing that is signed by each of the parties.

17. Severability. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement should nevertheless remain in full force and effect.

Agreed to and Accepted:

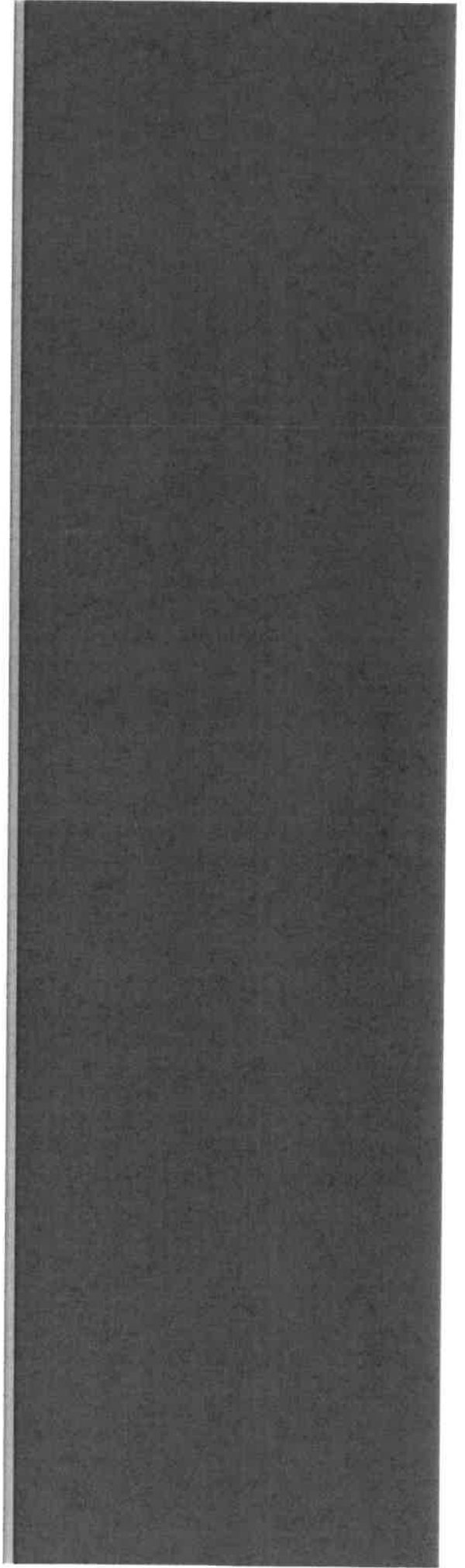
\_\_\_\_\_  
John Youngblood, Judge -Milam County

\_\_\_\_\_  
Matthew G. Wright, Managing Member of  
Diaz & Wright, PLLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A1024 Section 3 Presentation to  
Local Community Milam County  
CDV 21-0206





The County recently received the following grant award:

- Grant Contract No. CDV21-0206
- Award Amount: \$350,000
- Project: Removing and replacing existing roadway drainage structure, including any necessary footings, foundations, headwalls, or other associated appurtenances.



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The grant is funded through the  
Community Development Block Grant, via:

- U.S. Department of Housing and Urban  
Development

and

- Texas Department of Agriculture



## Section 3 Concepts

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- As a condition of funding, the County must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.



## Section 3 Concepts

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In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01





## Section 3 Business

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A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegistrarBusiness>



## Section 3 Business

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This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor for drainage structure replacement
- Subcontractors, TBD



## Section 3 Worker

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You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size: \$33,000
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

- [WorkInTexas.com](http://WorkInTexas.com)
- HUD's Section 3 Opportunity Portal  
<https://hudapps.hud.gov/OpportunityPortal/>

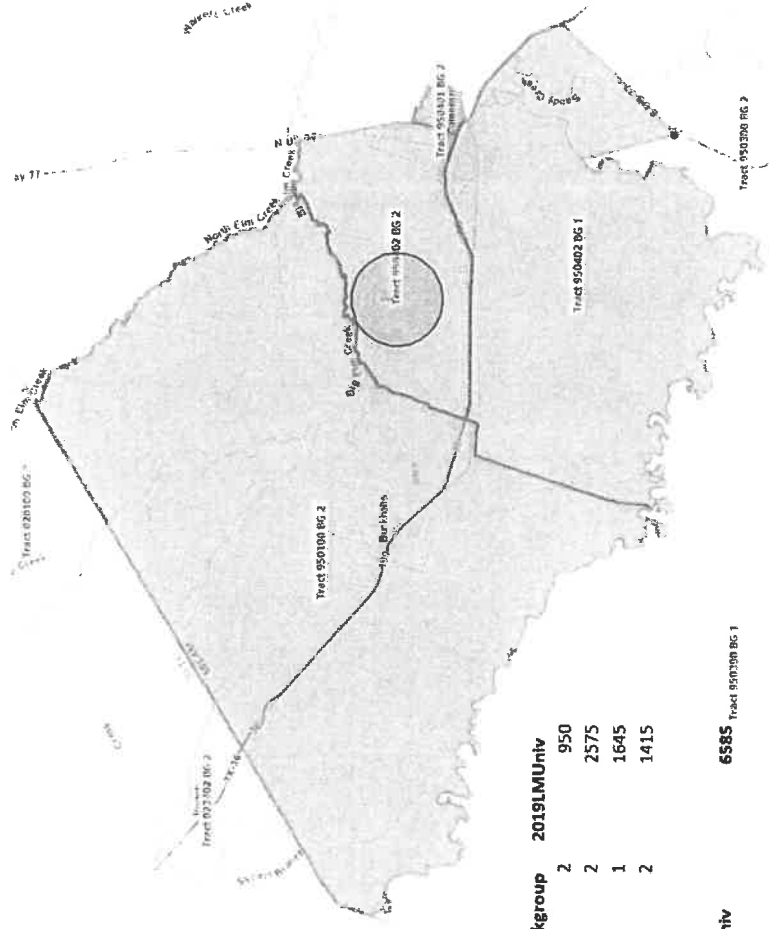


# Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers.

For this project, that service area is defined by this map:

Milam County- Contract #  
CDV21-0206



| County       | CountyName   | Tract  | Blockgroup | 2019LMIUniv       |
|--------------|--------------|--------|------------|-------------------|
| 331          | Milam County | 950100 | 2          | 950               |
| 331          | Milam County | 950401 | 2          | 2575              |
| 331          | Milam County | 950402 | 1          | 1645              |
| 331          | Milam County | 950402 | 2          | 1415              |
| <b>Total</b> |              |        |            | <b>6585</b>       |
|              |              |        |            | Tract 950300 BG 1 |

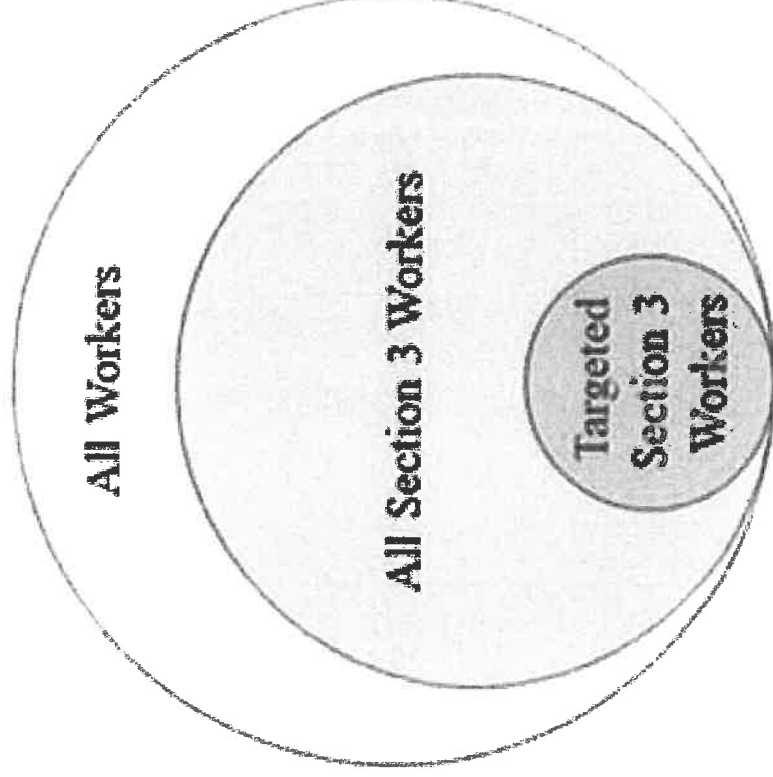


## Recordkeeping

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The County will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.





For More Information

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TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)  
[texasagriculture.gov](http://texasagriculture.gov)

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

Denise Wallace: 254-697-7000

## Exhibit F

### Old Town Cameron Bid and Rendering Façade Renovation

Renovation of the old Juvenile Probation offices for the Old Town Cameron Railroad Museum is progressing.

After designing and demolition we are now in construction mode. Framing for walls, classroom, office and storage areas, electrical installations and preparing for insulation installation is nearly complete. Recently the contractor and I discussed the effectiveness of the new insulation and new HVAC equipment being installed. We believe those additions will be a cost benefit for the county. However, the west facing windows have for many years been an issue with this building. In the past, blinds and ceiling fans had been installed. The windows have also been tinted. None of these remedies has been successful in blocking the intense afternoon heat in the summer and cold air coming in around the window frames in the winter.

We have designed a new façade for the Old Town Cameron Museum which remedies three important issues. Removing the large glass panels and adding foam insulation in a more solid wall provides better insulation. Installing a façade that is reminiscent of a train depot provides cost savings of heating and cooling the building and lastly, provides an identity for the museum on the town square.

We have used the old Kerrville Depot as a model. It is simple in design and is easily recognizable as a Depot being painted in an old time depot yellow with dark brown trim. Lights on either side of the doors will look like Railroad lanterns.

If approved, I will apply for a Cameron Façade Grant to help defray some of the expenses for this construction.

Respectfully submitted,

Jamie Larson

Director, Milam County Railroad Museum  
Home of "Old Town Cameron"

A handwritten signature in black ink, appearing to read "Jamie Larson", with a long horizontal flourish extending to the right.



**One Number To Call For All Your Needs**

Billy Vance – Owner/Operator – 361-205-9026 & Michelle Vance – Office Manager – 361-205-9073

**PROPOSAL / CONTRACT**

| <u>Contract Submitted To:</u>   | <u>Work To Be Performed At:</u>   |
|---|---|
| Name: Jamie Larson<br>Street: 110 west 1 <sup>st</sup> street<br>City: Cameron State: Tx.<br>Phone: 1(979) 436-5487<br>Email: jamlar50@yahoo.com  | Street: 110 west 1 <sup>st</sup> street<br>City: Cameron<br>State: Tx..<br><br>Date of Plans:01/16/2023 |
| <p>We hereby agree to supply the material and perform the labor necessary for the general contracting position as well as the completion of the new façade on the front entrance to the Milam County R&amp;R museum at 110 W 1<sup>st</sup> street Cameron Tx. We will have the existing glass front windows doors and framework taken out as well as one glass panel from museum next door to 110 W 1<sup>st</sup> street and have a new tempered glass panel installed to fit to new corner trim at the separation of the two building,</p> <p>We will then build a 2x6 structural new wood frame (fully insulated) and façade that we will build in to existing structural building red iron at 9 feet, above red iron approx. 8 feet higher a 2x4 framed wall will be built and installed in a structural manner between existing red iron which will have 5 to 6 inches of foam insulation blown in. A double door way and doors as well as two large tempered 4 foot grided Low E insulated windows will be installed. We will make front of R&amp;R museum look like a train depot</p> <p style="text-align: center;">For a total cost of \$18000.00</p> |   |

All the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$18000.00 with payments to be made as follows: \$     to be discussed at further date      at the requested interfiles.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

This proposal may be withdrawn by us if not accepted within 10 days.

**Respectfully submitted:** Billy Vance - Owner/Operator **Per:** Vance Construction **Date:** 01/16/2023

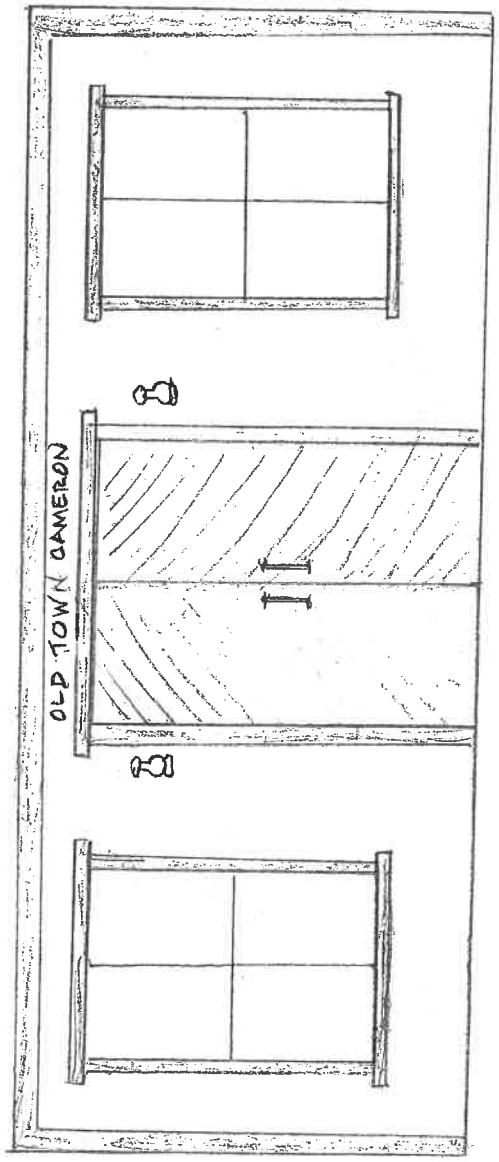




William M.

Added March 12, 2012





24'

9' 7"

# Draft Memorandum of Understanding

By and between Milam County and Walter Mark McKibben

1. Walter Mark McKibben will provide boarding services to Milam County for homeless dogs that have been rescued, abandoned, surrendered or seized by law enforcement within Milam County.
2. Boarding shall include food, water, shelter from the elements, and heated enclosures designed to keep dogs warm during cold weather.
3. Each dog will get an opportunity to exercise several times a day.
4. Each dog will receive basic training at NO additional charge.
5. Each dog will be supervised and monitored 24/7.
6. Each dog that is available for adoption will be listed on the Milam Touch of Love web site. Milam Touch of Love will also highlight each adoptable dog on it's Facebook group page with a description of the dog's personality.
7. Veterinary care may be provided, if needed, at no charge to the County and will be paid for by Milam Touch of Love.
8. Transportation of each dog to/from the vet and adoption events will be provided as needed at no extra charge.

Dogs that have been involved in a bite injury to a human being will be housed in a quarantined kennel for the minimum 10 days as required by law.

The fee for housing animals will be \$11 per night. Each dog housed will be microchipped at no cost to the County and that microchip number will serve as the unique serial number identifying each dog. Invoices will be prepared and emailed to the County Auditor.