

**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**

BK0109PG0692

**NOTICE OF A SPECIAL CALLED MEETING  
OF THE  
COMMISSIONERS COURT OF MILAM COUNTY, TEXAS**

**TUESDAY, JULY 23, 2024, AT 10:00 AM**

**AGENDA**

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 July 23, 2024.

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

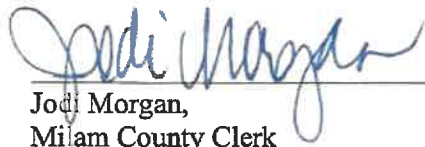
1. A quorum will be established, and the meeting of the Milam County Commissioners Court will be called to order.
2. Invocation.
3. Pledge of Allegiance to the American Flag and the Texas Flag.
4. Discuss and take action on an Interlocal Agreement to allow the Milam Appraisal District to perform the 2024 assessment calculations for Milam County.
5. Presentation of the proposed 2024-2025 healthcare plans by ANCO.
6. Adjourn

Dated this 19th day of July, 2024

**Bill Whitmire  
Milam County Judge**

I, the undersigned County Clerk, do hereby certify that the above notice of the *Special 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 **19th day of July 2024**. 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

Filed 19<sup>th</sup> day of July  
in 2024, at 3:30p 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.)*

BK0109PG0693

STATE OF TEXAS §  
COUNTY OF MILAM §

IN COMMISSIONERS COURT  
Special Meeting **July 23, 2024**

A Special Meeting of the Commissioners' Court of Milam County, Texas was held on the 23<sup>rd</sup> day of **July** 2024 at **10:00a.m.** at the Milam County Annex, 806 N. Crockett Ave Cameron, TX 76520.

The Following members were present

WILLIAM WHITMIRE, MILAM COUNTY JUDGE  
HENRY HUBNIK, COMMISSIONER PRECINCT NO.1  
JAMES DENMAN, COMMISSIONER PRECINCT NO. 2  
ART NEAL, COMMISSIONER PRECINCT NO. 3  
WESLEY PAYNE, COMMISSIONER PRECINCT NO. 4

Absent to Wit:

JODI MORGAN, COUNTY CLERK

DANICA LARA, AUDITOR

1. A quorum will be established, and the meeting of the Milam County Commissioners Court will be called to order – 10:00a.m.
2. Invocation
3. Pledge of Allegiance to the American Flag and the Texas Flag
4. Discuss and take action on an Interlocal Agreement to allow the Milam Appraisal District to perform the 2024 assessment calculations for Milam County.

Motion made by Commissioner Payne to accept the Interlocal Agreement to allow the Milam Appraisal District to perform the 2024 assessment calculations for Milam County, seconded by Commissioner Neal and motion carried unanimously..

5. Presentation of the proposed 2024-2025 healthcare plans by ANCO
6. Adjourn

Motion made by Commissioner Neal to adjourn at 10:56a.m., seconded by Commissioner Payne and motion carried unanimously.

20240723 10:09:59

The above and foregoing Minutes for Tuesday, July 23, 2024 having been examined and approved in Open Court this 12<sup>th</sup> day of August 2024.

Bill Whitmire

County Judge Whitmire

State of Texas:

County of Milam:

I, Jodi Morgan, County Clerk, Milam County, Texas, attest that the foregoing is a true and correct accounting of the Commissioners' Court authorized proceedings for July 23, 2024.

Henry Hubnik Deputy  
County Clerk and Ex-Officio Member of  
Commissioners' Court, Milam County, Texas

20240812109903595

STATEMENT OF APPROVAL

Henry Hubnik  
Commissioner PCT #1- Henry Hubnik

James Denman  
Commissioner PCT #2- James Denman

Art Neal  
Commissioner PCT #3- Art Neal

Wesley Payne  
Commissioner PCT #4- Wesley Payne

SUPPORTING DOCUMENTS MAY BE VIEWED ON THE WEBSITE  
[WWW.MILAMCOUNTY.NET](http://WWW.MILAMCOUNTY.NET) , in the minutes in the Commissioners Court book located  
in the County Clerk's office, or online at <https://milam.tx.publicsearch.us>

STATE OF TEXAS

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## TAX-RATE CALCULATION CONTRACT

COUNTY OF MILAM

WHEREAS, Texas Property Tax Code, § 6.24(b) provides that the County of Milam (“the Jurisdiction”) may contract with the board of directors of the Milam Appraisal District (“the District”) in accordance with the Interlocal Cooperation Act to perform the County’s duties relating to the assessment and collection of property taxes.

WHEREAS, the Jurisdiction has previously executed agreements with the taxing units of Milam County to perform property tax assessment and collection services, including the calculation of tax rates in accordance with Texas Tax Code Chapter 26.

WHEREAS, the Parties aforementioned wish to consolidate calculation of property-tax rates in one agency, the Milam Appraisal District, for tax year 2024 to expedite the process for all Milam County taxing units.

NOW THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Jurisdiction and the District as follows:

### I. TERM

- A. This Contract shall be effective from July 23rd, 2024 to January 1, 2025, or as long as necessary for the District and the Jurisdiction to complete the calculations of tax rates required under Texas Tax Code Chapter 26 for the Jurisdiction and taxing units of Milam County.

### II. CALCULATION OF TAX RATES

- A. The District shall make all calculations necessary for the Jurisdiction and the taxing units of Milam County to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Chief Appraiser shall request in writing from the Jurisdiction and the aforementioned taxing units all information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction agrees to furnish the Chief Appraiser in writing the requested information as soon as practicable upon the receipt of the written request from the Chief Appraiser. The District shall also cause the publication of the necessary public notice(s) of the required tax rates for the Jurisdiction and the aforementioned taxing units, unless otherwise directed by said taxing units. The Jurisdiction designates the District’s Chief Appraiser as its officer for calculation of all tax rate required under Texas Tax Code Chapter 26, both for the Jurisdiction and all Milam County taxing units for which the Jurisdiction is responsible for calculating tax rates. The Jurisdiction shall pay for the actual costs of publications of such notices as charged by the appropriate newspaper.

### III. PAYMENT

- A. The Jurisdiction agrees to pay the District an amount agreed upon by the Jurisdiction and the District the conclusion of the services outlined herein.

**IV. TRANSFER OF DATA**

- A. The Jurisdiction agrees to transfer to the District, without charge or cost to the District, any and all records necessary for the performance of the services provided herein by the District.

**V. ADMINISTRATIVE PROVISIONS**

- A. The District agrees to send any documentation necessary to the Comptroller's Property Tax Assistance Division required to determine their approval of this Contract.
- B. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement shall be in writing. This Agreement shall be binding upon the parties hereto and their executors, heirs, legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- C. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.
- D. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Milam County, Texas.
- E. The Jurisdiction agrees to indemnify and hold harmless the District from any loss, liability, causes of action, lawsuits, and damages, including legal fees, resulting from the District's provision of the services outlined herein both to the Jurisdiction and the taxing units of Milam County. However, the District shall, upon discovery and to the best of its ability, promptly remedy any error or omission in the services provided herein.

**VI. ENTIRE AGREEMENT**

- A. This Contract constitutes the entire agreement between the parties and supersedes any and all agreements and contracts by and between the District and the Jurisdiction relative to the assessment and collection of ad valorem taxes.

IN WITNESS WHEREFORE, this Contract is executed by authority of the Governing Bodies of the Milam Appraisal District and the County of Milam on this 23<sup>rd</sup> day of July, 2024.

**MILAM COUNTY APPRAISAL DISTRICT**

By: \_\_\_\_\_  
Board Chairman

**COUNTY OF MILAM, TEXAS**

By: Bill Whitman  
County Judge

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By:   
Board Chairman

**COUNTY OF MILAM, TEXAS**

By:   
County Judge

BK 0109 PG 0699