

PUBLIC HEARING
September 25, 2001

The Hunt County Commissioners Court met this day at 9:30A.M. for a public hearing to discuss the budget for 2001/2002. All Commissioners were present with Judge Bobbitt presiding.


— The County Auditor changed the budget to include the matching funds (10%) for the local law enforcement block grant for the Sheriff's department for \$2,850.00, which did not change our tax rate.

— Judge Bobbitt stated in the present budget (2000-2001) we negotiated a meaningful raise and its plan for the Sheriff's Dept.; the FY 2001-2002 budget we continued the implementation by increasing the step plan, increasing the Sheriff's budget, we gave the remainder of county employees a meaningful raise, we kept employee benefits among the best in Hunt County and we were also able to give the taxpayers of Hunt County a tax rate decrease. Considering the last two years, everyone has benefited, county employees and taxpayers.


— Commissioner Green asked when we move offices around and renovate offices due to the decision to make this a courts building and the facilities space committee's study, where will the funding come from? Judge Bobbitt stated the Contingency Fund will pay for these projects.

— ^{KILLGORE} Phillip Martin – Chief Deputy Sheriff was present asking in the future what could be done for the Sheriff's Office raises, stating they want to be included in the raises the other employees receive. They would like to get the salaries at the Sheriff's Office comparable to other agencies our size. Judge Bobbitt stated the County will get to that point, but it will take some time. Judge stated he would like to see all employees get increases in the future.

_____ Court Adjourned at 10:03 A.M. Minutes approved this 5th day of October, 2001.


 Hunt County Judge

Attest:


 Hunt County Clerk

COMMISSIONERS COURT
SPECIAL SESSION
September 25, 2001

The Hunt County Commissioners Court met this day at 10:04 for a special session. All Commissioners were present with Judge Joe Bobbitt presiding.

8134 On the motion by Judge Bobbitt, second by Allen Martin, the Court approved the County Budget for FY 2001-2002 consisting of:

\$6,902,829 Total estimated beginning cash.

\$19,526,205 Total budgeted revenues.

\$21,902,540 Total budgeted expenditures.

\$4,526,494 Total estimated ending cash.

Item approved on unanimous vote. *See Attachment.*

8135 On the motion by Judge Bobbitt, second by Kenneth Thornton, the Court approved the Debt Service tax rate for FY 2001-2002 at 6.3204 ^{cents} per \$100 valuation based on a 100% collection rate. Item approved on unanimous vote.

8136 On the motion by Judge Bobbitt second by Allen Martin, the Court approved the Maintenance and Operation tax rate for FY 2001-2002 at:

General Fund-----	38.9294 cents per \$100 valuation
R & B #1-----	2.8486 cents per \$100 valuation
R & B #2-----	4.1525 cents per \$100 valuation
R & B #3-----	3.1286 cents per \$100 valuation
R & B #4-----	3.2994 cents per \$100 valuation
For a total M&O rate of 52.3585 cents per \$100 valuation based on a 95% collection rate.	

Item approved unanimous vote.

This will give the following tax rate for FY 2001-02:
M&O Rate of 52.3585 cents per \$100 valuation
I&S Rate of 6.3204 cents per \$100 valuation
TOTAL TAX RATE: 58.6789 cents per \$100 valuation based on a tax roll of \$2,138,679,069.

Accounts Payable:

8137 On the motion by Allen Martin, second by Phillip Martin, the Court approved \$175,000 for the old Texas Employment Commission building (4,000 sq ft.) located at

4515 Stonewall purchased from Texas General Land Office. Judge Bobbitt authorized County Treasurer – Delores Shelton to issue a check from this year budget to make payment on this building to seal bid.

_____ The Court Adjourned at 10:10A.M. Minutes approved this 9 day of October, 2001.

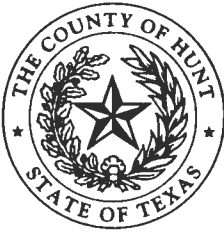


Hunt County Judge

Attest:



Hunt County Clerk



JOE A. BOBBITT
HUNT COUNTY JUDGE
(903) 408-4146
(903) 408-4299 Fax

HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

8117

Proclamation

By the

County Judge of Hunt County

I hereby declare the week of September 16 – 22, 2001 as Farm and Ranch Safety Health week in Hunt County for the following reasons:

Whereas, the theme "Kids # 1 2001" focuses on keeping kids safe from the dangers encountered in farm work. Approximately 100 children and youth die in farm work accidents annually in the United States. These deaths and injuries typically involve farm machinery, tractors specifically. Youth are also victims of incidents with livestock, falls and moving machinery parts.

Whereas, although the theme of this years observance focuses on children and youth, we must remember that presently agriculture is the second most hazardous industry in the nation with a rate of 22.5 deaths per 100,000 workers compared to the mining/quarrying with a death rate of 32.1 deaths per 100,00 workers. The industry average is 3.8 deaths and 150,000 disabling injuries in agriculture during 1999. Agriculture has long been one of the most hazardous American industries. Safety and health education can play a vital role in reducing fatalities and injuries on the farm.

The Hunt County Farm Bureau, the Texas Farm Bureau, and the Texas Farm Bureau Insurance Companies join with the National Safety Council and other organizations in working toward the goal of a safer farm and ranch community.

Therefore, I urge our farmers and ranchers to focus on farm and ranch safety and education.


Hunt County Judge

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LINDA BROOKS
COUNTY CLERK HUNT CO., TX
01 SEP 27 PM 4:33
BY: *L. Brooks*
DEPUTY

THE STATE OF TEXAS

COUNTY OF HUNT

8118

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
01 SEP 27 PM 4:30
BY: *J. Bruech*
DEPUTY

INTERLOCAL COOPERATION AGREEMENT FOR
ISSUANCE OF MANUFACTURED HOME RELOCATION STATEMENT

THIS AGREEMENT is made and entered into this 24 day of Sept., 2001 by and between HUNT COUNTY, political subdivision of the State of Texas, hereinafter referred to as "COUNTY," and "HUNT COUNTY APPRAISAL DISTRICT," Hunt County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "DISTRICT."

WHEREAS, COUNTY and DISTRICT mutually desire to be subject to the provisions of V.T.C.A Government Code, Chapter 791, the Interlocal Cooperation Act and V.T.C.A., Tax Code, Section 32.03 (i); and

WHEREAS, DISTRICT has the authority to authorize the COUNTY to act as tax assessor/collector for DISTRICT and the COUNTY has the authority to so act; and

WHEREAS the Hunt County Tax Office collects ad valorem taxes for the majority of the entities in Hunt County for which the DISTRICT appraises;

NOW THEREFORE, COUNTY and DISTRICT agree and understand as follows:

I.

The effective date of this agreement shall be the 1st day of September 2001.

The term of their Agreement shall be for a period of one year, from September 2, 2001, to and through September 30, 2002. This Agreement is subject to renewal at the discretion of the Hunt County Commissioners Court and the Hunt County Appraisal District, unless terminated by either party with thirty (30) days written notice to the other participating in this Agreement.

II.

Pursuant to Section 32.03 of the Tax Code, the Chief Appraiser for the DISTRICT and the Assessor-Collector of the COUNTY hereby agree that the duties and responsibilities of the DISTRICT in the issuance of written statements requested by a person described in TAX Code Section 32.03(d) are transferred to the COUNTY Assessor-Collector and the said Assessor-Collector is authorized to issue said written statements.

III.

For the purposes and consideration herein stated and contemplated, COUNTY shall provide the following necessary and appropriate services for DISTRICT.

1. COUNTY, by and through its duly elected tax assessor-collector, on request of any person, shall issue a written statement as to any taxes on a manufactured home located in the DISTRICT due any taxing unit for which the DISTRICT appraises property.
2. COUNTY may require that a request for the issuance of a statement (a) be in writing and signed by the person requesting the statement, (b) identify the location of the manufactured home; and (c) specify the address where the Assessor-Collector shall send the statement.
3. COUNTY may charge the person requesting a statement a fee not to exceed ten dollars (\$10.00) for each statement requested.

IV.

COUNTY is a political subdivision of the State of Texas. The address of the COUNTY is:

County Judge of Hunt County
2500 Lee Street
Greenville, TX 75401

DISTRICT is a political subdivision of the State of Texas. The address of DISTRICT is:

Hunt County Appraisal District
4801 King Street
Greenville, TX 75401

V.

This Agreement represents the entire agreement between DISTRICT and COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both DISTRICT and COUNTY or those authorized to sign on behalf of those governing bodies.

VI.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of

Texas. Further, this Agreement shall be performable in Hunt County, Texas.

VII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

VIII.

The undersigned officer and/or agent of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals this, the 24 day of Sept., 2001.

COUNTY

Hunt County, Texas
2500 Lee Street
Greenville, TX 75401

By: 

Honorable Joe Bobbitt
Hunt County Judge

DISTRICT

Hunt County Appraisal District
4801 King Street
Greenville, TX 75401

By: 

Doris Smith - Secretary
HCAD Board of Directors

Acting on behalf of and by the
Authority of the Commissioners Court
Of Hunt County, Texas

Acting on behalf of and by the
Authority of District.

ATTEST:

BY: 

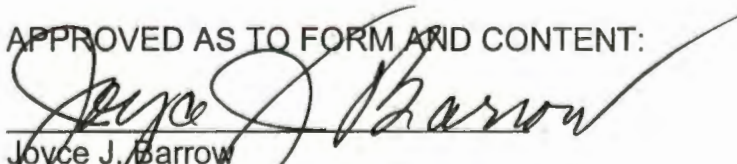
Linda Brooks
Hunt County Clerk

ATTEST:

BY: 

Mildred Compton
Chief Appraiser - HCAD

APPROVED AS TO FORM AND CONTENT:


Joyce J. Barrow

Hunt County Tax Assessor/Collector

APPROVED AS TO FORM:



County Attorney

8120

Sick Bonus Pay
9/30/01

Dept #	ID #	Name	Amount	Dept. Totals
#003/County Clerk	1520	Jan Lynn Lewis	\$ 250.00	
***				\$ 250.00
#005/196th Dist. Ct	1017	Michael Paul Hurley	\$ 250.00	
	1018	Cathy Dean Painter	\$ 250.00	
***				\$ 500.00
#010/J.P. Pct. #2	1795	Bernice Hawkins	\$ 250.00	
***				\$ 250.00
#014/District Attorney	1694	Norris Lee Nix	\$ 250.00	
***				\$ 250.00
#018/Maintenance	2177	Brian Lee Brown	\$ 250.00	
***				\$ 250.00
#020/Sheriff	1494	Sandra Kay Bell	\$ 250.00	
	1915	Reba Genell Branch	\$ 250.00	
	2189	Deborah Carter	\$ 250.00	
	2126	Day Byrthle Davis	\$ 250.00	
	1944	Carl Bubba Goodwin	\$ 250.00	
	1171	Cheryl Ann Gover	\$ 250.00	
	1601	Henry Thomas Grandfield	\$ 250.00	
	2012	Linda Lee Grant	\$ 250.00	
	1759	Eric Lee Huggins	\$ 250.00	
	1828	Phillip L. Killgore	\$ 250.00	
	2003	Jimmy Vance LeBeau	\$ 250.00	
	1912	Dustin Glenn Oliver	\$ 250.00	
	1973	Mary E. Bruner	\$ 250.00	
	1497	Billy Michael Parker	\$ 250.00	
	1177	Sherry B. Pruitt	\$ 250.00	
	1913	Michael Patrick Radney	\$ 250.00	
	1590	Janie Marie Simpson	\$ 250.00	
	2014	Michael Lance Simpson	\$ 250.00	
	1837	Edward Orrie Snead	\$ 250.00	
	2199	Diana Gwen Townsend	\$ 250.00	
	1850	Michael Dale Vice	\$ 250.00	
***				\$ 5,250.00
#029/Highway Patrol	2157	Laura Ann Lohmann-Ingalls	\$ 250.00	
***				\$ 250.00
#031/Computer Room	2028	Jack Michael Davis	\$ 250.00	
***				\$ 250.00
#037/Precinct #3	1790	Gary Thomas Dooley	\$ 250.00	
	1756	Manuel Jose Ortiz	\$ 250.00	
***				\$ 500.00
#038/Prercinct #4	1217	Daren S. Dawson	\$ 250.00	
	1121	Roy Spencer Dawson	\$ 250.00	
***				\$ 500.00
#040/Emer. Manag.	1569	Dorsey Leroy Driggers	\$ 250.00	
***				\$ 250.00
#054/Envor. Enfor.	1566	James Michael Pierce	\$ 250.00	
	1517	John Michael Robison	\$ 250.00	
	1953	Charlie Henry Wilkerson	\$ 250.00	
***				\$ 750.00
#059/911 System	1591	Gerald Ray Glasscock	\$ 250.00	
***				\$ 250.00
#071/Juv. Prob.	1931	Larry Scott Hazelton	\$ 250.00	
	1966	Robert Matthew Margot	\$ 250.00	
	1943	Cherish Rebecca Stanley	\$ 250.00	
	1720	Myron Donyell Waters	\$ 250.00	
***				\$ 1,000.00
		Total Amounts		\$ 10,500.00

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
01 SEP 27 PM 4:33
BY: *L. Brooks*
DEPUTY

#8121

Compensation Hours
Ending B.Y. 2000/2001
(not including longevity)

Dept. #	ID#	NAME	\$ PER HOUR	COMP. HOURS	TOTAL \$ AMT	Dept. \$ Total
#003/County Clerk	1520	Jan Lewis	\$12.01	50.00	\$600.50	
						\$600.50
#013/County Atty	1522	Betty Cooper	\$10.14	40.27	\$408.34	
	2229	Sandra Allen	\$9.54	28.50	\$271.89	
						\$680.23
#014/District Atty	1694	Norris Nix	\$12.92	154.80	\$2,000.00	
	1056	G.W. Wofford	\$15.20	131.58	\$2,000.00	
	1950	Joel Littlefield	\$25.20	79.37	\$2,000.00	
						\$6,000.00
#018/Maintenance	1375	Jimmy Moore	\$11.47	100.00	\$1,147.00	
	1656	David Simpson	\$10.25	100.00	\$1,025.00	
						\$2,172.00
#022/Health Dept.	1145	Donna Hilleary	\$10.86	200.00	\$2,172.00	
	1451	Debby Maddox	\$10.27	200.00	\$2,054.00	
	1909	Jamie Hibbs	\$11.69	200.00	\$2,338.00	
						\$6,564.00
#029/Tx Hwy Patrol	2037	LaRoy Saunders	\$9.54	75.00	\$715.50	
						\$715.50
#031/Information Syst.	2028	J. Mike Davis	\$12.44	72.00	\$895.68	
						\$895.68
#037/Comm. Pct.3	1514	Steve Byrd	\$13.33	125.00	\$1,666.25	
						\$1,666.25
#038/Comm. Pct.4	1217	Darin Dawson	\$11.37	100.00	\$1,137.00	
						\$1,137.00
#054/Env. Enforcemnt	1953	C.H. Wilkerson	\$11.19	100.00	\$1,119.00	
						\$1,119.00
#059/911	1591	G. Glasscock	\$14.86	100.00	\$1,486.00	
						\$1,486.00
		Total Amount Paid			\$23,036.16	\$23,036.16

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BY: *L. Brooks*
DEPUTY

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LINDA BROOKS
COUNTY CLERK HUNT CO., TX



HUNT COUNTY SHERIFF

CRIMINAL JUSTICE CENTER
903/455-3502
FAX 903/454-3447

DON ANDERSON, Sheriff
2700 JOHNSON STREET
GREENVILLE, TEXAS 75401

8122

BJA Bureau of Justice Assistance

Local Law Enforcement
Block Grants Program

2001 Local Application Review

Hunt County Sheriff's Office

Block Grant October 19, 2001 through October 19, 2003

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO, TX
01 SEP 27 PM 4:33
BY: *L. Brooks*
DEPUTY

ADVISORY BOARD REPRESENTATIVES

Local Law Enforcement: District Attorney's Office Investigator Norris Nix

Local Prosecutor's Office: Assistant District Attorney Carol Moss

Local Court System: Justice of the Peace James "Sarge" Erwin

Local Public School System: Assistant Principal David Gish

Local Non-Profit Group Active

In Drug Prevention: Ms. Susan Roberts

OVERVIEW

Bureau of Justice Assistance (BJA) is authorized to make funds available to units of local governments under the Local Law Enforcement Block Grants program for the purpose of reducing crime and improving public safety. For fiscal year 2001, the grant period is from October 19, 2001 to October 19, 2002.

Eligibility is determined by a jurisdiction's number of UCR (Uniform Crime Reports) Part 1 Violent Crimes reported to the FBI via its law enforcement agency based on BJA's formula used for distribution. Hunt County is eligible for \$25,651.00 based on the Hunt County Sheriff's Office increasing UCR reports. Hunt County would be required to contribute a reduced 10% match of \$2,850.00, if awarded. (calculated as 1/9 of the Federal award amount)

ADVISORY BOARD REPRESENTATIVES

- Local Law Enforcement
- Local Prosecutor's Office
- Local Court System
- Local Public School System
- Local nonprofit group, currently active in crime and/or drug prevention

ADVISORY BOARD PURPOSE

"...to review the application and make nonbonding recommendations to the unit of local government receiving the grant." (1)

GRANT HISTORY FOR HUNT COUNTY SHERIFF'S OFFICE

The previous BJA grants awarded to the Hunt County Sheriff's Office were used to implement a canine program, the Selective Enforcement team, and to equip a Mobile Crime Scene vehicle, as well as supplementing these programs without using direct Hunt County funds.

PURPOSE OF THIS APPLICATION

The Hunt County Sheriff's Office intends to use the BJA Block Grant for 2001, if awarded, to purchase "Tough Book" notebook computers for use on patrol. This would upgrade the Sheriff's Office patrol division, maximizing deputies time in the field by allowing them to do their reports and other required paperwork while in their vehicles at the scene. The overall outcome would result in better service to the citizens of Hunt County.

(1) BJA Local Law Enforcement block Grant Program Application Kit 2001

SCOTT, SINGLETON, FINCHER AND COMPANY, PC
 CERTIFIED PUBLIC ACCOUNTANTS

4815-A KING STREET
 TELEPHONE 903-455-4765
 FAX 903-455-5312
 GREENVILLE, TEXAS 75401

RONNIE D. SINGLETON, CPA
 KELLEY D. FINCHER, CPA
 TOMMY L. NELSON, CPA

#8123

FILED FOR RECORD
 COUNTY CLERK HUNT CO. TX
 01 SEP 27 PM 4:30
 BY: [Signature]
 DEPUTY
 MEMBERS OF:
 AMERICAN INSTITUTE OF
 CERTIFIED PUBLIC ACCOUNTANTS
 TEXAS SOCIETY OF
 CERTIFIED PUBLIC ACCOUNTANTS

September 24, 2001

Honorable Commissioners Court of Hunt County, Texas
 Greenville, Texas

Members of the Court,


The County Auditor, Jimmy Hamilton, has provided you with information relating to the implementation of Statement No. 34 of the Governmental Accounting Standards Board (GASB), Basic Financial Statements and Management's Discussion and Analysis - for State and Local Governments. Paragraph 143 of Statement 34 states that governments with total annual revenues in excess of 10 million dollars should apply its requirements for fiscal periods beginning after June 15, 2002. For Hunt County, this means that it would be adopted for the fiscal year ending September 30, 2003. In order to allow for the adoption of GASB 34 in the fiscal year ending 2003, it will be necessary to establish opening balance sheet amounts at the beginning of the fiscal year, or October 1, 2002.

Major issues associated with the adoption of GASB 34 are as follows:

1. A complete inventory of all assets of the County to include infrastructure assets (public domain) and the establishment of a method to value these assets either at historical cost or estimated historical cost. Infrastructure assets include roads, bridges and right of ways.
2. The development of a capitalization policy for all assets in the County in order to properly determine which assets will be identified and depreciated according to the provisions of GASB 34.
3. The establishment of accounts receivable tracking methods for all offices in the County to include fines, fees and court costs. This will allow for the preparation of the government wide financial statement using the full accrual method of accounting as required by GASB 34.
4. Consideration of the Management Discussion and Analysis section of the annual report that will be required by GASB 34. This section will be provided by the Commissioners Court in order to inform the financial statement reader of items that have had an impact on the County's finances.

We recommend that the Commissioners Court create an implementation committee that will develop a project plan and timetable, and assign responsibilities for the various tasks associated with the implementation of GASB Statement Number 34. Our firm would be available as deemed necessary by this committee to assist and or review the implementation process.

Sincerely,


 Tommy Nelson, CPA

8124

FILED FOR RECORD
 at 12:00 clock
 JUN 22 2004
 By County Clerk LINDA BROOKS
 Hunt County, Tex.

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HUNT §

This Tax Abatement Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the City of Greenville, Hunt County, Texas ("Governmental Unit(s)") and Tabani Group ("Owner") the owner of taxable real property in the City of Greenville and Hunt County, Texas ("Property").

I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit(s).

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

- A. "Abatement" means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
- B. "Added Value" means the increase in the assessed value of the Eligible Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility". It does not mean or include "deferred maintenance".
- C. "Base Year Value" means the assessed value of the eligible property as certified by the Hunt County Appraisal District on January 1 preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, but before the execution of this Agreement.
- D. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
- E. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting

Tax Abatement adopted by the Governmental Unit(s).

- F. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
- G. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s) are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

III. PROPERTY

The property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit(s) as more fully described in Exhibit "A" attached hereto and made a part hereof. Hunt County established the authority to create zones for tax abatement pursuant to the authority granted to it in Chapter 312 of the Texas Tax Code, as amended, on June 10, 1991. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following values for the Property, including improvements thereon, as of January 1 valuation date prior to the date of execution of this Agreement.

Land and Improvements: \$422,780.00

The addition of the above amount to the valuation of the Eligible Property as of the January 1 valuation date prior to the date of execution of this Agreement results in a Base Year Value as follows:

Base Year Value: \$422,780.00

The Governmental Unit(s) and the Owner agree that the approximate value of any additions to the Property made after January 1 and for which abatement is not sought and not otherwise reflected on the above valuation Property is \$-0- and is referred to as "Ineligible Property".

The Governmental Unit(s) and the Owner agree that the approximate value of any additions to the

Property made after January 1 and for which abatement is sought and not otherwise reflected on the above valuation Property is \$1,248,592.00 and are referred to as "Eligible Property".

IV. TERM OF ABATEMENT AND AGREEMENT

The Governmental Unit(s) agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this agreement. The Abatement shall be effective with the January 1 valuation date immediately following the date of execution of this Agreement. The Abatement shall continue for seven (7) years, expiring as of December 31 of the 2008 tax year. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the 2008 tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable;
- (4) The value of the personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Taxes shall be abated annually in the amount of 100(%) percent of the added value.

At the time of execution of the Agreement, the Owner reasonably estimates that the Added Value of Eligible Property upon completion of the Construction Phase may be \$1,248,592.00 ("Estimated Added Value"), or 100% of the total value of Eligible and Ineligible Property, which has an estimated value of \$1,248,592.00 after the completion of the project, such figure being an estimate only and will be finally determined and Abatement will be based on the actual added value as determined

in Article VIII for the completed project.

Upon completion of the Project if the Added Value, as determined by the Hunt County Appraisal District, shall at any time during the term of this Agreement be less than Estimated added Value to the extent that the percentage of Abatement shall be less than that allowed under the guidelines adopted by the Governmental Unit(s), the amount of Abatement shall be immediately adjusted or extinguished if the project is no longer eligible for abatement and any taxes previously abated shall be subject to recapture as provided in Part VIII herein.

VII. CONTEMPLATED IMPROVEMENTS

Owner represents that it will expand a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit(s). All improvements shall be completed in accordance with all applicable laws, ordinances, rules, or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Owner represents and warrants that this project will: 1.) Add at least 10 additional permanent employees to the project site; 2) the project is not expected to solely or primarily have the effect of transferring employment from part of Hunt County to another; 3) increase value of property in the amount of \$1,000,000.00 with at least two-thirds of value of the total increase attributable to increase in value of building structures, site improvements and fixed equipment; and 4) be necessary to create capacity which cannot be provided efficiently utilizing existing improved property.

VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation or in the event the minimum number of 10 new jobs is not created and maintained, for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit(s) and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

- 2) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.
 - 3) Delinquent Taxes. In the event that the that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit(s) or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit(s), determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee, shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value such that a lower percentage of Abatement is applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit(s) and Owner

is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit(s) terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

X. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit(s) to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking in to consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

X. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior

written consent of the Governmental Unit(s), which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee are indebted to the Governmental Unit(s) for ad valorem taxes or other obligations.

XI. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit(s) or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:

Tabani Group, Inc.
2765 Trinity Mills Road, Suite 407
Carrollton, Texas 75006
Attention: Stephen F. McNew

To the Governmental Unit(s)

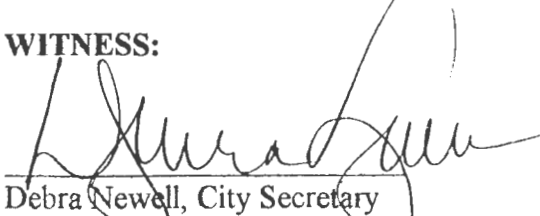
City of Greenville
P.O. Box 1049
Greenville, Texas 75403-1049
Attention: City Attorney

Either party may designate a different address by giving the other party ten (10) days written notice.

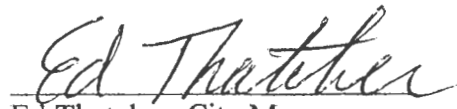
This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

Executed this the 31 day of August, 2001.

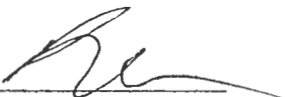
WITNESS:


Debra Newell, City Secretary

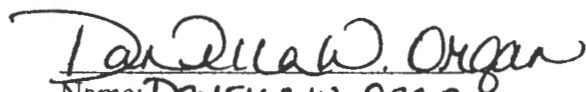
GOVERNMENTAL UNIT:


Ed Thatcher, City Manager

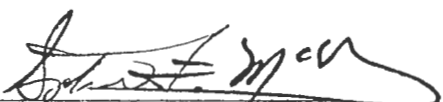
APPROVED AS TO FORM:


Robert L. Scott, City Attorney

WITNESS:


Name: DANELLA W. ORGAN
Title: ASSISTANT TO THE PRESIDENT

TABANI GROUP, INC. AS
GENERAL PARTNER FOR
OWNER: Tabani Group GREENVILLE, LTD

By: 
Name: STEPHEN F. MCNEW
Title: ~~Plant Manager~~ VICE PRESIDENT

Property Description

All those certain lots, tracts or parcels of land situated in Hunt County, State of Texas, and being more particularly described as follows:

FIRST TRACT: (Known as 2411 Wesley Street, The Henson Building)

In the City of Greenville, Hunt County, Texas, and being a part of the John Gillespie Survey and described as follows:

Being all of Lot Four (4) in Block Six (6) as shown by the Plat of the City of Greenville, recorded in Book L, Page 242, Hunt County Deed Records and described as follows:

BEGINNING at a point 10 feet North of the southwest corner of said Block No. 6 and being a point where the North line of Lee Street intersects the East boundary line of Wesley Street;

THENCE East 54 feet to a point ten feet North of the Southeast corner of Lot No. 4 in said Block No. 6, as shown by the plat of the City of Greenville, recorded as aforesaid and being a point on the North line of Lee Street as the same now exists;

THENCE North 98 feet to a stake;

THENCE West 54 feet to the Southeast corner of a lot No. 3 in Block No. 6 as shown by said plat of the City of Greenville, recorded as aforesaid being a point on the East boundary line of Wesley Street in the said City of Greenville;

THENCE South along the East boundary line of Wesley Street to the place of beginning.

SECOND TRACT:

Also the following described tract being a part of the same survey and a part of the same block according to the map of said City of Greenville recorded as aforesaid.

BEGINNING at the Northwest corner of the above lot of land conveyed by Virginia A. King to Ollie Beckham by deed dated June 14, 1917, and recorded in Book 220, Page 147, of the Deed Records of Hunt County, Texas, on the East boundary line of Wesley Street;

THENCE North 5 feet a stake;

THENCE East 54 feet a stake;

THENCE South 5 feet to the Northeast corner of the lot above first herein described;

THENCE West 54 feet to the place of beginning.

Said two above described tracts being the Property now known as the Medical Arts Building. First Tract and Second Tract being the same Property described in a Deed from L. Luton Henson, et al to Henson & Henson, Inc. dated December 30, 1965 recorded in Vol. 640, Page 157 of the Deed Records of Hunt County, Texas.

THIRD TRACT: (Known as 2401 Wesley Street, The Henson Building Annex)

All that certain tract or parcel of land and Property situated, lying and being in the County of Hunt and State of Texas, to wit: In the City of Greenville, a part of a survey patented to McQuinnny H. Wright, Assignee of John Gillespie by Patent No. 363, Vol. 3, Abstract No. 356, and being the North one-half (½) of Lots Two (2) and Three (3) in Block No. Six (6) of the original town donation of said City and described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Block No. 6 at the intersection of the South Boundary line of Jordan Street with the East boundary line of Wesley Street;

THENCE South 54 feet;

THENCE East 108 feet to the Southwest corner of Lot No. 1 in Block No. 6;

THENCE North 54 feet to the South boundary line of Jordan Street;

EXHIBIT "A"

THENCE West 108 feet to the place of beginning, together with all improvements thereon, and all appurtenances and buildings located thereon and including that portion of a building which is located as follows:

BEGINNING at a point where the East boundary line of Wesley Street intersects with South boundary line of Jordan Street;

THENCE East 108 feet;

THENCE North 8 inches;

THENCE West 108 feet;

THENCE South 8 inches to the place of beginning, which portion of said building is being conveyed herein subject to the terms and conditions of that certain lease dated February 20, 1945, from the City of Greenville, Texas, to Ollie V. Schiff and Leon Schiff, recorded in Hunt County Deed Records as instrument No. 1644, on April 16, 1945 in Vol. 452, Page 305, which lease by reference is incorporated herein and made a part hereof.

The land described above and all Property described above being that same land as Property described in that General Warranty Deed from Leon Schiff and wife, Ollie V. Schiff to Farmers Electric Co-operative, Inc., dated April 20, 1945, and filed for record in the Deed Records of Hunt County, Texas on April 23, 1945 and recorded in Vol. 453, Page 7, Grantors include in this conveyance that one-half (1/2) interest in and to the East wall of said building located on this Property which was conveyed to J.P. Beckham by deed from A.G. Lantzner dated March 20, 1919, and recorded in Vol. 247, Page 215, of the Deed Records of Hunt County, Texas, and being the same land described in a Warranty Deed dated November 23, 1964, from Farmers Electric Cooperative, Inc., to Henson & Henson, Inc., and recorded in Vol. 629, Page 284, Deed Records of Hunt County, Texas.

FOURTH TRACT: (Known as 2700 Jordan Street, The Covered Parking Building and Lot)

All that certain tract or parcel of land, situated, lying and being in the City of Greenville, Hunt County, Texas, and more particularly described as follows:

BEGINNING at the point of intersection of the West boundary line of St. John Street with the North boundary line of Jordan Street;

THENCE North with the West boundary line of St. John Street, 78 feet, more or less, to the Southeast corner of a 30 foot lot conveyed by R.O. Hudspeth and F.J. Phillips to Louis Andrews as shown by deed recorded in Volume 220, Page 549 of the Hunt County Deed Records;

THENCE West with the South boundary line of said Andrews lot, 108 feet, more or less, to the Southwest corner of same;

THENCE South 78 feet, more or less, to the North boundary line of Jordan Street;

THENCE East with the North boundary line of Jordan Street, 108 feet, more or less, to the place of beginning, same being the South 78 feet of Lots 6 and 7 of Block No. 5 of the Old Town Plat, Greenville, Texas, and being the same Property described in a Warranty Deed dated November 29, 1940, from R.O. Hudspeth and wife, Murphy Hudspeth and Eula L. Phillips to R.A. Crawford, recorded in Volume 408, Page 115 of the Deed Records of Hunt County, Texas, to which reference is specifically made. And being the same land described in Warranty Deed from Bessie S. Crawford, a widow to J.P. McNatt, dated June 13, 1963, recorded in Volume 614, Page 117 of the Deed Records of Hunt County, Texas, and in Warranty Deed from J.P. McNatt and wife, Frances McNatt to Henson & Henson, Inc., dated June 28, 1963, recorded in Vol. 618, Page 253, Deed Records of Hunt County, Texas, to which reference is here made.

It is the intention of Grantor/Donor to convey all of its Property and improvements located within Blocks 5 and 6 in the town of Greenville, Texas, according to the plat of such blocks shown in Book L, Page 242 of the Deed Records of Hunt County, Texas, and sometimes identified as and commonly referred to as "Medical Arts Building," "The Professional Building" or "Henson Building," the "REA" or "Farmers Electric" or "Henson Data Processing" building and the "Parking Garage."

EXHIBIT "A"

In cooperation with the Greenville Economic Development Corporation, The City of Greenville Board of Development, The Greenville City Council, and the Greenville Business Community, Tabani Greenville, LTD was formed for the purpose of initiating The City of Greenville, Texas downtown revitalization, renovation and restoration.

The Project will initially include the acquisition of the Property described at Attachment 1 (the Property), and the complete renovation of the building located on tracts 1 and 2 of the Property, hereinafter known as the Henson Building. The Henson Building contains five (5) floors of approximately 4,400 square feet each and was built in the early 1920s. The restoration of the building will be accomplished in several stages. The first stage will be the lobby and the top three floors, which will be renovated in accordance with prospective tenant's designs and specifications. The first and second floors will also be completely restored when tenants are found so that the tenant's build out design can be accommodated.

The following is a brief description of the renovation:

1. Complete demolition of the interior of the building, except that the original structure will remain in tact. All non-structural walls and fixtures will be removed and replaced in accordance with tenant specifications.
2. The elevator will be repaired and upgraded so that it meets building codes.
3. Complete repair or replacement, if appropriate, of the HVAC system. All ductwork will be replaced.
4. Complete repair and upgrade of electrical wiring, circuits and conduits.
5. Complete repair and upgrade of plumbing to modern fixtures and piping.
6. Complete remodeling of entrances, restrooms and all other areas so that the entire building meets ADA requirements.
7. A card security system will be installed on all floors so that individual offices are protected from unauthorized entry.
8. An alarm system will be installed for fire protection.
9. A standpipe fire protection water system will be installed.
10. All exterior windows will be refurbished or replaced as necessary.
11. The exterior of the building will be cleaned, sandblasted, and painted so that the exterior is attractive and it's appearance is of a high quality, meeting the City's desired downtown renovation objectives.
12. Complete removal and replacement of the roof.
13. Construction financed through Bank One Greenville.

This Project is expected to begin the complete revitalization of the Downtown Greenville Business And Shopping District along the Lee Street corridor. The renovation of the Henson building can be the beginning of the complete restoration and growth of the downtown area, which will lead to a more attractive and prosperous Greenville.

EXHIBIT "B"

81.25

RESOLUTION NO. 01-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS, APPROVING A TAX ABATEMENT AGREEMENT WITH CYTEC FIBERITE, INC; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

FILED FOR RECORD
at 12 o'clock
JUN 22 2004
By County Clerk LINDA BROOKS
Hunt County, Tex.

WHEREAS, Cytec Fiberite Inc., a Delaware corporation, has made application for commercial-industrial tax abatement for certain real property and improvements to be constructed thereon, pursuant to the tax abatement guidelines and criteria adopted by the City Council on June 10, 1997 on property it owns, being all that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, being part of the Jacob Dunn Survey. Abstract No. 249, being the called 29,483 acres described in the Special Warranty Deed from Beatrice Foods Co. to Fiberite Corporation recorded in the Deed Records of Hunt County, Texas in Volume 908 at Page 59 and more fully described in the Tax Abatement Agreement attached as Exhibit "A"; and

WHEREAS, the Reinvestment Zone Advisory Committee has reviewed the request of Cytec Fiberite Inc. and has recommended that the value of the proposed improvements for a term of five (5) years; and

WHEREAS, the proposed development conforms to the zoning Ordinance of the City; and

WHEREAS, notice of intent to enter into this tax abatement agreement was given to the presiding officer of each taxing entity eligible to enter into an abatement agreement required by Texas Tax Code, Section 312.2041;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, TEXAS:

SECTION 1. That the facts set forth in the preamble to this Resolution are to be true.

SECTION 2. That the commercial-industrial tax abatement agreement with Cytec Fiberite Inc. attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is hereby approved and the City Manager is hereby authorized to execute the same for the City.

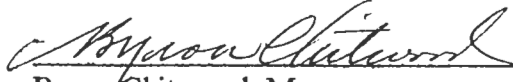
SECTION 3. That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the City Council of the City of Greenville, Texas hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 4. All of this Resolution or parts of this Resolution in conflict herewith are repealed to the extent of conflict only.

SECTION 5. This Resolution shall be in full force and effect immediately upon its passage

and approval.

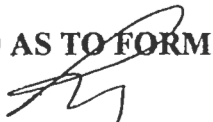
PASSED AND APPROVED, this the 14th day of August, 2001.


Byron Chitwood, Mayor

ATTEST:


Debra Newell, City Secretary

APPROVED AS TO FORM:


Robert L. Scott, City Attorney

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §
 §
 COUNTY OF HUNT §

This Tax Abatement Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the City of Greenville, Hunt County, Texas ("Governmental Unit(s)") and Cytec Fiberite Inc., a Delaware Corp. ("Owner") the owner of taxable real property in the City of Greenville and Hunt County, Texas ("Property").

I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit(s).

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

- A. "Abatement" means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
- B. "Added Value" means the increase in the assessed value of the Eligible Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility". It does not mean or include "deferred maintenance".
- C. "Base Year Value" means the assessed value of the eligible property as certified by the Hunt County Appraisal District on January 1 preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, but before the execution of this Agreement.
- D. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
- E. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting

Tax Abatement adopted by the Governmental Unit(s).

- F. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
- G. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s) are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

III. PROPERTY

The property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit(s) as more fully described in Exhibit "A" attached hereto and made a part hereof. Hunt County established the authority to create zones for tax abatement pursuant to the authority granted to it in Chapter 312 of the Texas Tax Code, as amended, on June 10, 1991. Said property is located within an authorized zone for tax abatement.

The Hunt County Appraisal District has established the following values for the Property, including improvements thereon, as of January 1 valuation date prior to the date of execution of this Agreement.

Land and Improvements: \$2,897,840.00

The addition of the above amount to the valuation of the Eligible Property as of the January 1 valuation date prior to the date of execution of this Agreement results in a Base Year Value as follows:

Base Year Value: \$2,897,840.00

The Governmental Unit(s) and the Owner agree that the approximate value of any additions to the Property made after January 1 and for which abatement is not sought and not otherwise reflected on the above valuation Property is \$-0- and is referred to as "Ineligible Property".

The Governmental Unit(s) and the Owner agree that the approximate value of any additions to the

Property made after January 1 and for which abatement is sought and not otherwise reflected on the above valuation Property is \$5,725,000.00 and are referred to as "Eligible Property".

IV. TERM OF ABATEMENT AND AGREEMENT

The Governmental Unit(s) agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this agreement. The Abatement shall be effective with the January 1 valuation date immediately following the date of execution of this Agreement. The Abatement shall continue for five (5) years, expiring as of December 31 of the 2006 tax year. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the 2006 tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable;
- (4) The value of the personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Taxes shall be abated annually in the amount of 100(%) percent of the added value.

At the time of execution of the Agreement, the Owner reasonably estimates that the Added Value of Eligible Property upon completion of the Construction Phase may be \$5,725,000.00 ("Estimated Added Value"), or 100% of the total value of Eligible and Ineligible Property, which has an estimated value of \$5,725,000.00 after the completion of the project, such figure being an estimate

only and will be finally determined and Abatement will be based on the actual added value as determined in Article VIII for the completed project.

Upon completion of the Project if the Added Value, as determined by the Hunt County Appraisal District, shall at any time during the term of this Agreement be less than Estimated added Value to the extent that the percentage of Abatement shall be less than that allowed under the guidelines adopted by the Governmental Unit(s), the amount of Abatement shall be immediately adjusted or extinguished if the project is no longer eligible for abatement and any taxes previously abated shall be subject to recapture as provided in Part VIII herein.

VII. CONTEMPLATED IMPROVEMENTS

Owner represents that it will expand a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit(s). All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Owner represents and warrants that this project will: 1.) Add at least 10 additional permanent employees to the project site; 2) the project is not expected to solely or primarily have the effect of transferring employment from part of Hunt County to another; 3) increase value of property in the amount of \$1,000,000.00 with at least two-thirds of value of the total increase attributable to increase in value of building structures, site improvements and fixed equipment; and 4) be necessary to create capacity which cannot be provided efficiently utilizing existing improved property.

VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation or in the event the minimum number of 10 new jobs is not created and maintained, for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit(s) and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

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Owner represents and warrants that this project will: 1.) Add at least 10 additional permanent employees to the project site; 2) the project is not expected to solely or primarily have the effect of transferring employment from part of Hunt County to another; 3) increase value of property in the amount of \$1,000,000.00 with at least two-thirds of value of the total increase attributable to increase in value of building structures, site improvements and fixed equipment; and 4) be necessary to create capacity which cannot be provided efficiently utilizing existing improved property.

VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation or in the event the minimum number of 10 new jobs is not created and maintained, for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit(s) and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

- 2) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.
 - 3) Delinquent Taxes. In the event that the that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit(s) or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit(s), determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee, shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value such that a lower percentage of Abatement is applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from

year to year until such time as this Agreement between the Governmental Unit(s) and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit(s) terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

X. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit(s) to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking in to consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

X. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior written consent of the Governmental Unit(s), which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee are indebted to the Governmental Unit(s) for ad valorem taxes or other obligations.

XI. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit(s) or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:	Cytec Fiberite Inc., a Delaware Corp 4300 Jackson Street Greenville, Texas 75402 Attention: Garry Callaway
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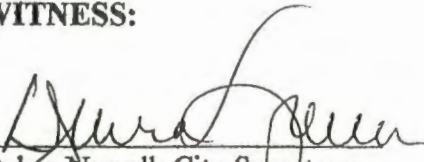
To the Governmental Unit(s)	City of Greenville P.O. Box 1049 Greenville, Texas 75403-1049 Attention: City Attorney
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Either party may designate a different address by giving the other party ten (10) days written notice.

This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

Executed this the 14 day of August, 2001.


WITNESS:


Debra Newell, City Secretary

GOVERNMENTAL UNIT:


Ed Thatcher, City Manager

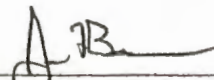
APPROVED AS TO FORM:


Robert L. Scott, City Attorney

WITNESS:

Name: _____
Title: _____

OWNER: Cytec Fiberite, Inc.

By: 
Name: James F. Baum
Title: Plant Manager

Cytec Fiberite Inc.

Proposal: Greenville Expansion

Legal Description: Being all that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, being part of the Jacob Dunn Survey. Abstract No. 249, being the called 29,483 acres described in the Special Warranty Deed from Beatrice Foods Co. to Fiberite Corporation recorded in the Deed Records of Hunt County in Volume 908 at Page 59.

EXHIBIT "A"

Cytec Fiberite Inc. acquired a line of business and related manufacturing equipment from 3M Corp. in Minnesota. It is the opinion of the company that the Greenville facility would be the best recipient for the business because it broadens our market interest supporting the industrial and helicopter applications of epoxy composites and the Greenville facility has the capacity to house the new equipment with minor renovations.

The expansion would create additional staff of 13 positions, 4 salary and 9 hourly employees, to maintain the additional manufacturing capacity. The majority of the expansion involves installation of manufacturing machinery acquired from 3M Corp. in the amount of \$2M to \$3M and new capital of \$1.1M. There would also be minimal building modifications. The first phase of the expansion, which includes the Laminating Machine, Slitter and Coater is expected to be completed March 2002.

A second phase of this expansion would create additional staff of 10 hourly employees. We will be installing a 60-inch Tape Line which was acquired as part of the above acquisition. The Tape Line value is \$1.1M. Building modifications will not be necessary for the installation of this line. The Tape Line is expected to be completed 2003.

EXHIBIT "B"



JOE A. BOBBITT
HUNT COUNTY JUDGE
(903) 408-4146
(903) 408-4299 Fax

HUNT COUNTY

POST OFFICE BOX 1097 • GREENVILLE, TEXAS 75403-1097

8129

IN THE COMMISSIONERS COURT OF
HUNT COUNTY TEXAS

FILED FOR RECORD
LINDA BROOKS
CLERK OF COMMISSIONERS COURT
01 SEP 27 PM 4:05
BY: DEPUTY

Supplemental and Final Order Adopting Revised Political Boundaries Following Redistricting Of Commissioners Court Precincts

Be it Remembered, that the Commissioners Court of Hunt County, Texas previously adopted a plan for redistricting of Commissioners Court Precincts. As a consequence of the boundary modifications made by that Order, Various changes in the underlying election precincts were required to conform election precinct boundaries to the New Commissioners Court Precincts. In addition, the resulting changes to election precincts may have an impact upon the Justice of the Peace Precincts of Hunt County. This Supplemental Order, and the attached maps, data and narrative text, set forth the changes resulting from redistricting of Commissioners Court Precincts, and provide an explanation for the necessity of the same.

It is Therefore Ordered, Adjudged and Decreed that this Supplemental Order, along with all prior Orders of the Commissioners Court shall be considered as a whole, and this Order shall constitute the Final Order of the Hunt County Commissioners Court regarding redistricting of all Hunt County boundaries. To the extent necessary for a complete submission to the United States Department of Justice, as required by Section 5 of the Voting Rights Acts, 42 U.S.C. 1973, this Order may be supplemented by such attachments and additional data as may be required by the statute with out the necessity of further action by the Commissioners Court. Legal Counsel for the County, the Firm of Allison, Bass & Associates, LLP, is hereby authorized to make such necessary additions to this Order to comply with the requirements of Federal Law, or the request of Department of Justice pre-clearance reviewers.

This Supplemental Order shall be composed of the following:

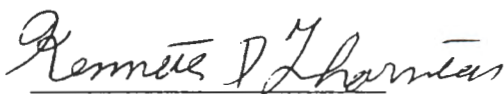
1. Map of Commissioners Court Precincts, and constituent election precincts.
2. List of polling place addresses for each Election Precinct.
3. Map of each Election Precinct.
4. Map of each Justice of the Peace Precinct
5. If necessary, a narrative explanation of any boundary definition that is not sufficiently depicted in map form.
6. If necessary, a narrative explanation of any other condition or circumstances relevant to the redistricting of Hunt County Political boundaries.

7. **Notice of Availability:** A copy of the entire submission to the United States Department of Justice shall be available for inspection by the public during regular business hours in the office of the Hunt County Clerk. The public is invited to make comment upon the plan with the Department of Justice. Comments should be addressed to the Chief, Voting Section, Civil Rights Division, Department of Justice, 320 First Street NW, Room 818A Washington D.C., 20001

It is Therefore Ordered, Adjudged and Decreed that the Redistricting Plan depicted in the maps and data attached to this Order are hereby Approved and Adopted by the Commissioners Court of Hunt County, Texas. This final Order shall, in substance, constitute the submission for new political boundaries to the United States Department of Justice pursuant to Section 5 of the Voting Rights Act of 1964, 42 U.S.C. 1973. The Redistricting Plan adopted by this Order shall be effective, subject to Department of Justice pre-clearance, on January 1, 2002, and for all subsequent elections until changed or modified by later Order. It is expressly understood that implementation of this plan shall not take place until the receipt of pre-clearance approval by the United States Department of Justice.


Signed this the 24th day of September, 2001


County Judge


Commissioner Pct. 1


Commissioner Pct 2


Commissioner Pct. 3


Commissioner Pct. 4

ATTEST:


County Clerk, Ex Officio Clerk of the
Hunt County Commissioners Court

8130

451

FILED FOR RECORD
LINDA BROOKS
COUNTY CLERK HUNT CO., TX
01 SEP 27 PM 4:33
BY: *[Signature]*
DEPUTY

ORDER OF SPECIAL ELECTION

An election is hereby ordered to be held on NOVEMBER 6, 2001 for the purpose of:
(date)

TO ADOPT OR REJECT CONSTITUTIONAL AMENDMENTS PROPOSED BY JOINT RESOLUTIONS, AS
SUBMITTED BY THE 77TH LEGISLATURE, REGULAR SESSION, OF THE STATE OF TEXAS

Early voting by personal appearance will be conducted each weekday at: HUNT COUNTY COURTHOUSE
2500 LEE ST/ 2ND FLOOR
GREENVILLE TX 8:00AM TO 5:00PM
(location)

Note: If county clerk is not the early voting clerk, the information in the block is required.

between the hours of 8:00 a.m. and 5:00 p.m. beginning on OCTOBER 22, 2001
(date)
and ending on NOVEMBER 2, 2001
(date)

Applications for ballot by mail shall be mailed to:

HUNT COUNTY CLERK
(Name of Early Voting Clerk)

P O BOX 1316
(Address)

GREENVILLE TX 75403-1316
(City) (Zip Code)

Applications for ballot by mail must be received no later than the close of business on

OCTOBER 30, 2001
(date)

Issued this the 24TH day of SEPTEMBER, 2001.

[Signature]
Signature of County Judge JOE A. BOBBITT

[Signature]
County Commissioner PHILLIP MARTIN

[Signature]
County Commissioner KENNETH THORNTON

[Signature]
County Commissioner ALLEN MARTIN

[Signature]
County Commissioner RALPH GREEN

452
FILED FOR RECORD
COUNTY CLERK LINDA BROOKS
01 SEP 27 PM 4:33
BY: J. Bobbitt
DEPUTY

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)

To the registered voters of the County of HUNT GREENVILLE, Texas:

(a los votantes registrados del Condado de _____, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on NOVEMBER 6, 2001.

_____, for voting in a special election to ADOPT OR REJECT CONSTITUTIONAL AMENDMENTS PROPOSED BY
JOINT RESOLUTIONS, AS SUBMITTED BY THE 77TH LEGISLATURE, REGULAR SESSION, OF THE STATE OF
TEXAS

(Notifíquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el _____ de 19 _____ para votar
en la Elección Especial para _____.)

LOCATION(S) OF POLLING PLACES
(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)

*SEE ATTACHMENT

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

HUNT COUNTY COURTHOUSE, 2ND FLOOR CENTER MEDIAN
(location) (sitio)

If the county clerk is not the early voting clerk, the information in the block is required.

between the hours of 8:00 a.m. and 5:00 p.m. beginning on OCTOBER 22, 2001
(date)

(entre las _____ de la mañana y las _____ de la tarde empezando el _____
(fecha)

and ending on NOVEMBER 2, 2001 . ty terminando el _____
(date) (fecha)

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

HUNT COUNTY CLERK
(Name of Early Voting Clerk)
(Nombre del Secretario de la Votación Adelantada)

P O BOX 1316
(Address) (Dirección)

GREENVILLE TX 75403-1316
(City) (Ciudad) (Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on:
(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el:)

OCTOBER 30, 2001
(date) (fecha)

Issued this the 24TH day of SEPTEMBER, 19 2001.

(Emitada este día _____ de _____, 19 _____)

JOE A. BOBBITT

Signature of County Judge (Firma del Juez del Condado)

Constitutional Amendment Election

Box	Polling Place	Judge	Alternant Judge
101,103	Celeste Fire Station 101 1 st Street	Orville Hooks	Ruby Miller
102	Wolfe City Fire Station 104 S. Santa Fe	Stephen Barrett	Faye Lumpkin
104,105	Salem-Kinser Methodist Church 1315 Rees	Billie Hardin	Debbie Williams
106,108	Hunt County Senior Citizens Center 3720 O'Neal	Frances Fisher	Ron Rogers
107	Crestview Christian Church 5605 Wesley	Doyle Thomas	Helen Hambrick
109	Bland ISD Office FM 2194 Merit, Texas	J. T. Johnston	Nita Doan
210,216	1 st Baptist Church 301 1 st Church St., Caddo Mills, TX	Paul Painter	Pat Anderson
211,212,213	Southwood Christian Church 1304 FM 1570	Mickey Mixon	Mark Rice
214	YMCA 1915 Stanford St.	John Kinslow	Windy Renshaw
215	Quinlan Community Center (Formerly Trestle Board Lodge)	Bonita Hukill	Gilda McClain
217	Union Valley Fire Station FM 1565 North of FM 35	Stella Bray	Rhonda Parvin
318,319	Campbell Community Center HWY 499 and 513, Campbell, TX	George Mullins	Pleas McKee
320	Lone Oak Civic Center West Side of Square, Lone Oak, TX	Arlene Stokes	Fred Dodson
321	West Tawakoni City Hall HWY 267 East	Martha Lacy	Rosemary Hamilton
322	Lakeview Church Family Center Whitepoint Community 751 and 429	Coleta Underwood	Rommie Hipp
323	Our Lady of Fatima Church CCD BLDG. HWY 267 East, Quinlan, TX	Diane Locke	Joe Locke
324	Cash Volunteer Fire Department HWY 34 South	Martha Woodall	Peg Puryear
325,326	Wesley United Methodist Church 5302 HWY 69 South	Mike Drake	Johnnie Moton
427,430,433,428,429	1 st United Methodist Church HWY 50 Across From TAMU-Commerce	Jo Coughenhour	Gerri Titus
431,432	Ardis Heights Baptist Church RT 1, FM 118	Harold Rogers	Kathy Wilson
434	Wolfe City Library HWY 11, Wolfe City, TX	CD Giddiens	Doris Joy Mc Vay
435	Inglesia Baptista Nuevo Vida 3716 Lee Street (Formerly Public Library)	Vernell Baysinger	Johnny Johnson
Early Vote	Hunt County Courthouse 2 nd Floor	Roy Baker	Jane Barker

TO ADOPT THE BUDGET:

- 8134 1. Make a motion to approve the County Budget for FY 2001-02 consisting of:

\$6,902,829 Total estimated beginning cash

\$19,526,205 Total budgeted revenues

\$21,902,540 Total budgeted expenditures

\$4,526,494 Total estimated ending cash

THEN TO SET THE TAX RATE:

- 8135 1. Make a motion to set the Debt Service tax rate for FY 2001-02 at 6.3204 cents per \$100 valuation based on a 100% collection rate.

Then:

- 8136 2. Make a motion to set the Maintenance & Operation tax rate for FY 2001-02 at:

General Fund-- 38.9294 cents per \$100 valuation

R&B #1----- 2.8486 cents per \$100 valuation

R&B #2----- 4.1525 cents per \$100 valuation

R&B #3----- 3.1286 cents per \$100 valuation

R&B #4----- 3.2994 cents per \$100 valuation

For a total M&O rate of 52.3585 cents per \$100 valuation based on a 95% collection rate.

This will give the following tax rate for FY 2001-02:

M&O Rate of 52.3585 cents per \$100 valuation

I&S Rate of 6.3204 cents per \$100 valuation

TOTAL TAX RATE : 58.6789 cents per \$100 valuation based on a tax roll of \$2,138,679,069