Minutes of Special Meeting

The Board of Trustees
Kilgore Junior College District

A Special Meeting of the Board of Trustees of Kilgore Junior College District was held Wednesday, June 27, 2018, beginning at 6:00 PM in the McLaurin Administration Building - 2nd Floor with the following members present:

Janice Bagley
Joe Carrington
Lon Ford
Brian Nutt – Vice President
Karol Pruett – Secretary
Jon Rowe
Cecelia Sanders
Larry Woodfin – President

Members absent - Scott Andrews

I. CALL TO ORDER
   A. Invocation and Pledge of Allegiance

Larry Woodfin called the meeting to order at 6:00pm. He led the Invocation and the Pledge of Allegiance.

II. PRESENTATIONS
   A. Swearing in of newly appointed Trustees, Jon Rowe and Janice Bagley
      Presenter: Nancy Law

      Nancy Law, Recording Secretary for the Board of Trustees, administered the Oath of Office to Janice Bagley and Jon Rowe.

III. CONSENT AGENDA
   A. To consider approval of personnel items submitted as follows:
      1. Recommendation to accept employee resignation as follows:
         a. Police Officer, effective June 30, 2018 after nine months of service
         b. Support Specialist-Healthcare Services, Longview, effective June 22, 2018 after five years of service
         c. Professional Support Assistant-Financial Aid, effective June 29, 2018 after nine months of service
      2. Recommendation of employment as follows:
         a. Kinesiology Instructor & Head Women's Basketball Coach, Student Development, effective July 1, 2018
      3. Recommendation to change employment as follows:
         a. Physical Therapy Assistant Instructor to Program Director & Physical Therapy Assistant Instructor, effective September 1, 2018
Karol Pruett made the motion to accept the Consent Agenda as presented. Joe Carrington seconded the motion. Larry Woodfin reminded Janice Bagley and Jon Rowe that they were unable to vote on personnel or budget items until they have completed the Intensive Short Course for Appointed Members of Governing Boards per Texas Education Code, Section 61.0841. Janice Bagley and Jon Rowe abstained from voting. The motion passed with six yay votes by Joe Carrington, Lon Ford, Brian Nutt, Karol Pruett, Cecelia Sanders and Larry Woodfin.

Personnel Agenda

Kilgore Junior College District Personnel
Agenda
June 27, 2018

1. Recommendation to accept employee resignation as follows:
   a. Mr. Trealan Thompson, Police Officer, effective June 30, 2018 after nine months of service
   b. Ms. Adrienne Jackson, Support Specialist-Healthcare Services, Longview, effective June 22, 2018 after five years of service
   c. Ms. Tonya Davis, Professional Support Assistant-Financial Aid, effective June 29, 2018 after nine months of service

2. Recommendation of employment as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>LOCATION</th>
<th>SALARY/RATE OF PAY</th>
<th>HIRE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Addie Lees</td>
<td>Kinesiology Instructor &amp; Head Women's Basketball Coach</td>
<td>Student Development</td>
<td>$2,783.33/pay period 12 mo. equivalent = $66,800 Includes $10,500 coaching stipend</td>
<td>07/01/2018</td>
</tr>
</tbody>
</table>

1. Recommendation to change employment as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>PREVIOUS POSITION</th>
<th>NEW POSITION</th>
<th>NEW SALARY/RATE OF PAY</th>
<th>PROMOTION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Kristi Kleinig</td>
<td>Physical Therapy Assistant Instructor</td>
<td>Program Director &amp; Physical Therapy Assistant Instructor</td>
<td>$2,468.75/pay period 10.5 mo. equivalent = $59,250 (includes $8,800 stipend)</td>
<td>09/01/2018</td>
</tr>
</tbody>
</table>

IV. EXECUTIVE SESSION

The Board of Trustees did not go into Executive Session.
V. ACTION ITEMS

A. To consider approval of the KEDC Tax Incentive Proposal

Jana Russell from the Kilgore Economic Development Center presented approved resolution #18-10 by the City Council of the City of Kilgore authorizing an agreement for commercial/industrial tax abatement for reinvestment zone #2018-1 with Orgill, Inc., OG Dallas TX Landlord, L.L.C., and Ryder Truck Rental, Inc. This will help with the expansion of Orgill here in Kilgore. This abatement coincides with the expiration of Orgill’s first 10 year abatement. With the expiration of that abatement Orgill is expected to pay just over 1 million dollars in property taxes in Kilgore. Kilgore College is estimated to receive between $70,000 and $78,000 in taxes each year from Orgill. Larry Woodfin stated that historically, KC has followed what the City of Kilgore has done in approving tax abatements. Joe Carrington made the motion to approve the tax abatement as presented. Lon Ford seconded the motion. Janice Bagley and Jon Rowe abstained. The motion passed with six yay votes by Joe Carrington, Lon Ford, Brian Nutt, Karol Pruett, Cecelia Sanders and Larry Woodfin.

Resolution on next page
Resolution

RESOLUTION NO. 18-10

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KILGORE, TEXAS, AUTHORIZING AN AGREEMENT FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT FOR REINVESTMENT ZONE NO. #2018-1

WHEREAS, the City Council of the City of Kilgore did previously approve and adopt Tax Abatement Guidelines and Criteria; and

WHEREAS, the City Council has established by Ordinance No. 1717, Reinvestment Zone No. 2018-1 for Orgill, Inc., OG Dallas TX Landlord, LLC., and Ryder Truck Rental, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kilgore, Texas, does hereby authorize entering into a Commercial/Industrial Tax Abatement Agreement with Orgill, Inc., OG Dallas TX Landlord, LLC., and Ryder Truck Rental, Inc. Reinvestment Zone No. #2018-1.

FURTHER, BE IT RESOLVED, that through the adoption of this Resolution the Mayor of the City of Kilgore, R.F. Spradlin III, is authorized to execute the Commercial/Industrial Tax Abatement Agreement as attached hereto.

PASSED, APPROVED and ADOPTED this 26th day of June, 2018

CITY OF KILGORE, TEXAS

[Signature]
R.F. Spradlin III, Mayor

ATTEST:

[Signature]
Deborah Dane, City Clerk

APPROVED AS TO FORM AND EFFECT:

[Signature]
R.G. Schleier, Jr., City Attorney

Resolution cont. on next page
TAX ABATEMENT AGREEMENT

STATE OF TEXAS:
COUNTY OF GREGG

This instrument is a Tax Abatement Agreement executed by and between the City of Kilgore, Texas ("City") as one party and Orgill, Inc., a Tennessee Business Corporation duly authorized to do business in the State of Texas; ("Orgill"), OG Dallas TX Landlord, LLC, a Delaware Limited Liability Company authorized to do business in the State of Texas ("OG Dallas"), Ryder Truck Rental, Inc., a Florida Business Corporation authorized to do business in the state of Texas; ("Ryder") sometimes collectively referred to as Company as the other parties. Its terms and conditions are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

RECITALS

A. The Texas Property Redevelopment and Tax Abatement Act and all amendments thereto, Chapter 312 of the Texas Tax Code ("TTA") provide that the governing body of an incorporated City (such as the City of Kilgore) has the power to create one or more Reinvestment Zones for the abatement of ad valorem taxes assessed against real property or tangible personal property located on the real property provided that certain conditions as detailed in the Law are met.

B. OG Dallas owns and Orgill leases real property and/or personal property and Orgill and Ryder Truck Rental own personal property located within the City limits or extraterritorial jurisdiction of the City of Kilgore.

C. The City has designated by ordinance the Real Property as Reinvestment Zone #2018-1 ("Zone") eligible for the abatement of ad valorem taxes assessed against the Real Property or certain tangible Personal Property located therein. The Ordinance creating the Zone is included as Attachment "A" with Exhibit "A" describing and depicting the Zone, Exhibit "B" the City of Kilgore's Guidelines and Criteria for Primary Employer Tax Abatement, and Exhibit "C" the Schedule of Tax Abatement. By virtue of the City's following the requirements of the Law in creating the Zone, the City and Company now exercise their rights to enter into this instrument, the terms and conditions of which are detailed below and, together with the Attachments and Exhibits, constitute the full and complete agreement ("Agreement") between the City and Company concerning the abatement of ad valorem taxes assessed against the Real Property and Personal Property within the Zone and otherwise payable to the City.

TERMS AND CONDITIONS

I. The first year of tax abatement under this Agreement shall be the year following the year in which it is executed unless otherwise noted. All valuations are determined by the Gregg County Appraisal Districts as of January 1st of each year.

Resolution cont. on next page
Resolution cont.

8. Company must annually, on or before February 15th of each year, certify to the City Council that it is in compliance with the terms of this Agreement as of January 1st of that year. (Attachment F)

9. Should the City determine that Company is in default in the terms and conditions of this Contract, then the City shall notify Company at the address stated below by certified registered mail or major overnight carrier or by personal notice.

10. This Agreement is made subject to all conditions, prohibitions, obligations, acts of default, termination, reimbursement and recapture contained in Ch. 312 of the Property Redevelopment and Tax Abatement Act. A copy of §312.204 of the TTC is marked Attachment "D" attached hereto and made a part hereof. In case of conflict between this Agreement and §312.204 of the TTC, §312.204 shall control.

11. The City shall have the right to see that the jobs the Company is contracting to create are indeed created and maintained on an annual basis for the duration of the Abatement. The Company will be required to fill out attached Form A and submit it to the City annually. The new employees hired for the jobs created under the abatement agreement will have to fill out Form B. (Sample Job Creation Form A and Form B are attached as Attachment "E"). In addition, Company will provide City with Texas Employment Commission Employer's Quarterly Report (Currently known as Form CE-3), Form 941 filed with the Internal Revenue Service for each calendar year and a roster of its employees at the end of each year, listing the total number of hours worked by each employee during that year and the positions filled by each employee. Company will also provide City with copies of its tax returns and/or its property tax receipts for both Real Property and Personal Property during each year of this agreement.

All jobs created and maintained pursuant to this Agreement must be jobs in Kilgore, Gregg County, Texas, must be a new full-time job created over and above Company's existing employment base as of the date of this Agreement, and must be a full-time job filled by an employee (or employees), who has or have worked a minimum of 1820 hours during the calendar year. This hourly requirement, in the sole discretion of City, may be prorated if this Agreement is signed after the first of any year. Existing jobs located within commuting distance will not be considered newly created positions.

12. If Company makes additional capital improvements over and above the dollar amount specified in this Agreement, it can receive credit for the additional capital improvements in lieu of creating jobs. The specific dollar amount of capital improvements to take the place of a job created shall be as determined by the Kilgore City Council.

13. Additional Terms and Conditions are contained in Attachment "B".

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14. This agreement shall only be effective should Company decide to expand its existing facility according to paragraph 5 above in Kilgore, Texas and not in Tifton, Georgia.

15. All notices required or contemplated by this Agreement shall be addressed as follows:

If to Company, then to:
Orgill, Inc.,
Victor Price
Vice President of Distribution South West Region
7001 Elder Lake Rd. Kilgore, Texas 75662

OG Dallas TX Landlord, LLC,
Steven C. Wilks, Esquire
Wix, Wengler & Weidner, P.C.
308 North Second Street
P.O. Box 845
Harrisburg, PA 17108-0845

Ryder Truck Rental, Inc.
Steve Wroniek
Vice President
7810 Ballantyne Commons Parkway, Suite 332
Charlotte, NC 28277

If to the City, then to P.O. Box 990, Kilgore, Texas 75663, Attention: Mayor R.E. Spradlin, ills. of the City of Kilgore, Texas.

16. The terms and conditions of this Agreement are binding upon the successors and assigns of both parties hereto. This Agreement cannot be assigned by Company unless permission is first granted by the City, in its sole discretion.

17. This Agreement was approved by the affirmative vote of a majority of the members of the City Council of the City of Kilgore at a regularly scheduled meeting on the 26th of June, 2018, and R.E. Spradlin, Ills., Mayor was authorized to sign on behalf of the City of Kilgore, Texas.

18. This Agreement was duly authorized by Orgill, and Victor Price, Vice President of Distribution South West Region of Company was authorized to sign on its behalf.
Resolution cont.

This agreement was duly authorized by OG Dallas and Steven C. Wilds, Esquire, Wix, Wenger & Weidner, P.C. is authorized to sign on its behalf.

This agreement was duly authorized by Ryder and Steve Wornick, Vice President was authorized to sign on its behalf.

19 This Agreement is performable in Gregg County, Texas. Venue for any lawsuits arising to this Agreement shall be in the appropriate Texas Court of Gregg County Texas, or in the Tyler Division of the Eastern District of Texas if in federal court.

WITNESS OUR HANDS, this __________ day of _____________________, 20__

Orgill, Inc.

Victor Price, V.P. Distribution SW Region
Date: ________________________________

R.G. Schleiter, Jr., City Aty.

CITY OF KILGORE, TEXAS

R.G. Schleiter, Jr., City Aty.

R.G. Schleiter, Jr., City Aty.

YLD
c

R.G. Schleiter, Jr., City Aty.

CITY OF KILGORE, TEXAS

R.G. Schleiter, Jr., City Aty.

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

Date: ________________________________

R.G. Schleiter, Jr., City Aty.

R.G. Schleiter, Jr., City Aty.

R.G. Schleiter, Jr., City Aty.

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

Date: ________________________________

R.G. Schleiter, Jr., City Aty.

R.G. Schleiter, Jr., City Aty.

R.G. Schleiter, Jr., City Aty.

CITY OF KILGORE, TEXAS

R.G. Schleiter, Jr., City Aty.

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

Date: ________________________________

R.G. Schleiter, Jr., City Aty.

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CITY OF KILGORE, TEXAS

R.G. Schleiter, Jr., City Aty.

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

Date: ________________________________

R.G. Schleiter, Jr., City Aty.

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CITY OF KILGORE, TEXAS

R.G. Schleiter, Jr., City Aty.

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

R.D. Spruill, III, Mayor

Date: ________________________________

R.G. Schleiter, Jr., City Aty.

R.G. Schleiter, Jr., City Aty.
Resolution cont.

THE STATE OF TEXAS

COUNTY OF GREGG

Before me, the undersigned authority, on this day personally appeared Victor Price, V.P. Distribution SW Region of Orgill, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this ______ day of ______, 20__. 

Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF GREGG

Before me, the undersigned authority, on this day personally appeared R.E. Spradlin, Ill, Mayor of the City of Kilgore, a Municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Municipality.

Given under my hand and seal of office on this 26th day of June, 2018.

Notary Public, State of Texas
Resolution cont.

THE STATE OF 

COUNTY OF 

Before me, the undersigned authority, on this day personally appeared Steven C. Wilds, Esquire, Wix, Wenger & Weidner, P.C., OG Dallas TX Landlord, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Company.

Given under my hand and seal of office on this ____ day of ________________ 20___.

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Notary Public, State of Texas

THE STATE OF 

COUNTY OF 

Before me, the undersigned authority, on this day personally appeared Steve Wornick, Vice President, Ryder Truck Rental, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office on this ____ day of ________________ 20___.

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Notary Public, State of Texas

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Resolution cont.

**ATTACHMENTS TO TAX ABATEMENT AGREEMENT**

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;A&quot;</td>
<td>Ordinance creating Reinvestment Zone</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>Tax Abatement Terms and Conditions</td>
</tr>
<tr>
<td>&quot;C&quot;</td>
<td>List of proposed improvements and/or repairs to be made to the property by Company or tangible personal property to be purchased and located on the property</td>
</tr>
<tr>
<td>&quot;D&quot;</td>
<td>Section 312.204 of the Property Redevelopment and Tax Abatement Act (Chapter 312, Texas Tax Code)</td>
</tr>
<tr>
<td>&quot;E&quot;</td>
<td>Job Creation Forms A and B</td>
</tr>
<tr>
<td>&quot;F&quot;</td>
<td>Certificate of Compliance</td>
</tr>
<tr>
<td>&quot;G&quot;</td>
<td>Map showing existing uses and conditions of Company's property</td>
</tr>
<tr>
<td>&quot;H&quot;</td>
<td>Map showing proposed improvements and use of Company's property when improvements are completed</td>
</tr>
</tbody>
</table>

Resolution cont. on next page
ORDINANCE NO. 1717

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILGORE, TEXAS, DESIGNATING A CERTAIN AREA AS AN INDUSTRIAL REINVESTMENT ZONE; CITY OF KILGORE, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF AGREEMENTS WITHIN THE ZONE, AND OTHER MATTERS RELATING THERETO; PROVIDING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE FOR THE COMMENCEMENT OF THE REINVESTMENT ZONE AND THIS ORDINANCE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, the City Council of the City of Kilgore, Texas, (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone, as codified in Chapter 312 of the Texas Tax Code (the "Act"); and

WHEREAS, a hearing before the City Council was set for 5:30 p.m. on the 26th day of June, 2018, such date being at least seven (7) days after the date of publication of the notice of such public hearing in a newspaper of general circulation in the City of Kilgore; and

WHEREAS, the City has called a public hearing and published notice of such public hearing, and has properly notified the proper officials of Gregg County, Kilgore Independent School District, and Kilgore College as required by the Act; and

WHEREAS, upon such hearing being convened there was presented proper proof and evidence that notices of such hearing had been published and mailed as described above; and

WHEREAS, the City at such hearing invited any interested person, or his attorney, to appear and contend for or against the creation of the Reinvestment Zone, whether all or part of the territory, which is described by legal description and/or a metes and bounds description and a plat of the property to be included in the reinvestment zone attached hereto as Exhibit "A", should be included in such proposed Reinvestment Zone; and

WHEREAS, all owners of property located within the proposed Reinvestment Zone and all other taxing units and other interested persons were given the opportunity at such public hearing to protest the creation of the proposed Reinvestment Zone or the inclusion of their property in such Reinvestment Zone; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the

Resolution cont. on next page
Resolution cont.

reinvestment zone, and no opponents of the reinvestment zone appeared to contest creation of the reinvestment zone:

WHEREAS, after considering all testimony and evidence offered at the public hearing, the City Council finds that improvements in the Reinvestment Zone will enhance significantly the value of all taxable real and personal property in the Zone, will be of general benefit to the City of Kilgore and that it will be in the public interest to pass this ordinance creating a Reinvestment Zone;

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: The City, after conducting such hearing and having heard such evidence and testimony, pursuant to Chapter 312 of the Texas Tax Code (TTC), has made the following findings and determinations based on the evidence and testimony presented to it:

(a) That the public hearing on adoption of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing has been published as required by law.

(b) That the City has jurisdiction to hold and conduct this public hearing on the creation of the proposed Reinvestment Zone pursuant to the Act; and

(c) That creation of the proposed zone with boundaries as described in Exhibit "A" will result in benefits to the City, its residents and property owners, and to the property, residents and property owners in the reinvestment zone.

(d) That the Reinvestment Zone, as defined in Exhibit "A", meets the criteria for the creation of a Reinvestment Zone as set forth in Sections 312.002 and 312.202 of the TTC in that:

(1) It is a contiguous geographic area located wholly within the corporate limits or extraterritorial jurisdiction of the City.

(2) The area will reasonably be likely, as a result of the designation, to contribute to the retention or expansion of primary employment, or to attract major investment in the Zone that would be a benefit to the property and that would contribute to the economic development of the City.

(3) No part of the property in the Reinvestment Zone is owned or leased by a member of the governing body of the City or town or by a member of a zoning or planning board or commission of the city.

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(4) Improvements in the Reinvestment Zone will enhance significantly the value of all taxable real property in the Reinvestment Zone.

(c) Improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the municipality after the expiration of an agreement entered into under Section 312.204.

SECTION 3: That the City hereby creates a Reinvestment Zone over the area described by the description in Exhibit "A" attached hereto and such Reinvestment Zone shall hereafter be identified as the Commercial-Industrial Zone, Number 2018-1, Orgill, Inc., City of Kilgore, Texas (the "Zone").

SECTION 4: That operation of the Zone shall commence on June 26, 2018, for a period of five years, may be renewed for an additional five years or may terminate sooner by subsequent ordinance.

SECTION 5: That a written Tax Abatement Agreement as provided in the Act, with the owners of the property located within the Reinvestment Zone is hereby authorized according to the schedule and term outlined in Exhibit "C", and the written agreement shall provide an exemption from taxation the increased value in the real and/or personal property according to that schedule.

SECTION 6: That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7: Pursuant to §312.002 of the Act and according to the City of Kilgore’s Guidelines and Criteria for Primary Employer Tax Abatement as outlined in Exhibit "B", the City Council hereby finds that the terms of the Tax Abatement Agreement to be executed in connection with this Ordinance meets the applicable Guidelines and Criteria for Tax Abatement previously adopted by the City Council by Resolution 17-05 on April 11, 2017.

SECTION 8: That it is hereby officially found, determined, and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the city for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551 et seq of the Texas Local Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

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Resolution cont.

SECTION 9: That the contents of the notice of public hearing, which hearing was held before the City Council on June 26, 2018, and the publication of said notices, is hereby ratified, approved and confirmed.

PASSED, APPROVED, and ADOPTED on this the 26th day of June, 2018.

CITY OF KILGORE, TEXAS

ATTEST:  

[Signature]

R. E. Spaulding, II, Mayor

Deborah Dane, City Clerk

APPROVED AS TO FORM AND EFFECT:

[Signature]

Robert G. Schleifer, Jr., City Attorney

EXHIBITS TO ORDINANCE

Legal description of zone

Map of zone

Tax Abatement Schedule

Resolution cont. on next page
Resolution cont.

EXHIBIT "A" to the Ordinance

Lot 8 of the Final Subdivision Plat of Synergy Park Subdivision Phase 2, according to plat dated July 11, 2008 recorded in the Official Public Records of Gregg County, Texas under Clerk's File Number GCC 200819280, and in the Plat Records in EB Pg:257, along with Lot 14-B, containing 2.16 +/- acres in the Wm. McCurry Survey, A-146 and the G. H. Tutt Survey, A-202 in Gregg County, Texas, as shown on Plats attached hereto.
Resolution cont.

Exhibit "B" to the Ordinance

CITY OF KILGORE

GUIDELINES AND CRITERIA

FOR

PRIMARY EMPLOYER TAX ABATEMENT

INTRODUCTION

The City of Kilgore has implemented a Tax Abatement Program for primary employers under the provisions of Property Redevelopment and Tax Abatement Act found in Chapter 312 of the Texas Tax Code. The City has adopted this uniform policy and these Guidelines and Criteria for Tax Abatement. The City is willing to provide abatements to qualifying eligible real property owners who will execute an abatement agreement with the City of Kilgore. Tax abatements will be available for both new facilities and structures and for the expansion or modernization of existing facilities and structures. These Guidelines Criteria for tax abatement will apply only to "primary employers." "Primary employers" are employers who provide "primary jobs," defined in Section 501.002 (12) of the Texas Local Government Code as "A job that is ... available at a company for which the majority of the products or services of that company are ultimately exported to regional, statewide, national, or international markets infusing new dollars into the local economy; and" included in the North American Industry Classification System (NAICS) as defined in that Section.

The goal of tax abatement is to provide long-term significant positive impact on this community and to utilize area contractors and work force to the maximum extent feasible by developing, redeveloping and improving real property for use by primary employers.

Tax Abatement will be negotiated with the property owner or lessee within a reinvestment zone. Tax Abatement is available to property owners according to the schedule outlined in Exhibit A. The agreement between the City and the property owner or lessee will exempt from taxation all or part of the increase in value of the real property over its value in the year in which the agreement is executed. It can also exempt from taxation tangible personal property, including inventory or supplies, located on the real property for any year other than personal property that was located on the real property at any time before the period covered by an Abatement agreement.

It is the intent of these Guidelines and Criteria to outline the policy of the City toward tax abatement for primary employers to determine the eligibility criteria of the industry and to outline the process for designating a reinvestment zone. These Guidelines and Criteria further outline the terms of the Tax Abatement Agreement with the primary employer or its lessee and the process for seeking tax abatement from the other taxing entities.

These general Primary Employer Guidelines and Criteria are not intended to be restrictive in any way and are designed to be used as a guide to any company, industry or individual who is a primary

Resolution cont. on next page
Resolution cont.

employer interested in Tax Abatement. The Guidelines and Criteria have been approved by the City Council as evidenced by the adoption of Resolution #17-05 (which is attached to this document as Exhibit B). These Guidelines and Criteria replace the Guidelines and Criteria that were adopted by Resolution #15-03, adopted November 11, 2014.

POLICY

It is the policy of the City of Kilgore to use tax abatement as an effective tool for economic development. Tax abatement will be used to exempt primary employers owning property within the reinvestment zone from paying taxes on improvements on that property according to the schedule included in the Tax Abatement Agreement.

Under special circumstances, where major capital investment and/or jobs created will have an extraordinary impact on the local economy, the City Council may negotiate an abatement with special terms and conditions.

ELIGIBILITY PROCEDURES AND GUIDELINES

Abatements

Tax abatements are granted to the owner of real property used by a primary employer to the extent the property’s value for that year exceeds its value for the year in which the Tax Abatement Agreement is executed. The abatements are available for both new facilities and structures and for the expansion and modernization of existing facilities and structures.

Abatements are granted for the exemption of personal property located on the real property other than personal property located on the real property at any time before the Primary Employer Tax Abatement Agreement was executed, other than inventory or supplies.

The real property must be located in a re-investment zone as defined below.

Tax abatements are only granted in connection with the creation and maintenance of primary jobs and/or the investment in property improvements as set forth in the Primary Employer Tax Abatement Agreement.

Procedures

Prior to beginning any demolition, rehabilitation, reconstruction or construction, purchase or any improvement to be included in a tax abatement agreement, the owner and/or developer shall first submit to the City, in writing, a request for tax abatement. The City will then determine the eligibility of the business and the proposed improvements and upon determination of eligibility, the City shall respond in writing. As outlined in the Tax Abatement Agreement (discussed in detail later in this document), the company is required to meet all codes and ordinances and acquire all permits required prior to any construction. Contact should be made early in the project for a pre-design and construction meeting with the City’s Permitting Team.

Resolution cont. on next page
Confidentiality. Information that is provided to a taxing unit in connection with an application or request for tax abatement under this chapter and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential under this section.

Guidelines

The following general guidelines will apply in these categories:

New Construction. Any new building should be of quality design and construction. New construction should complement and blend with existing structures. Proper landscaping and lighting is encouraged in order to enhance the overall quality of life for the City. New construction should also provide key pedestrian linkages through construction or repair of sidewalks as appropriate.

General Redevelopment. Any redevelopment activity should take full advantage of the unique architectural characteristics of the area. Redevelopment should be of high quality in order to create an image needed to further attract development. As a minimum, the value of any redevelopment or rehabilitation must equal at least $500,000. The buildings to be rehabilitated must meet all City codes as a minimum standard. Normal maintenance cost alone should not be considered eligible for tax abatement.

Exterior Building Repairs. In a reconstruction project, the business should make every effort to remove all miscellaneous and/or abandoned electrical, plumbing, drainage and other mechanical equipment from the building exterior. New mechanical systems and utility services should be installed in such a way that it will not detract from the building appearance. The contractor should leave all openings in the wall where possible and avoid cement blocking or boarding up of windows or doors. Lighting and landscaping of signage should be carefully used to create a pleasant and secure environment throughout the area.

Personal Property. Certain tangible personal property is eligible for abatement if such property enhances the ability of the company to operate in Kilgore. Any personal property located on the site shall be recorded by the company according to the requirements of the Tax Code. The City recognizes that certain tangible personal property may from time to time be physically located on job sites outside the reinvestment zone. Property of this nature should be identified in Attachment "C" of the Agreement. The taxable status of any personal property abated in an agreement must be within the taxing jurisdiction of the City of Kilgore for the term of the abatement unless such property is sold. Should the status of the personal property change the property owner shall notify the appraisal district.
Resolution cont.

REINVESTMENT ZONE

General

There are six criteria under which either of these reinvestment zones may be designated. An area may meet any one of these six criteria in order to qualify. They are as follows:

Criteria for Designation

An area must (as provided in Chapter 312.202 of the Texas Tax Code):

1. substantially arrest or impair the sound growth of the municipality, regard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;
2. the predominance of defective or inadequate sidewalks or streets;
3. faulty size, adequacy, accessibility, or usefulness of lots;
4. unsanitary or unsafe conditions;
5. the deterioration of site or other improvements;
6. tax or special assessment delinquency exceeding the fair value of the land;
7. defective or unusual conditions of title;
8. conditions that endanger life or property by fire or other cause; or,
9. any combination of these factors.

1. be predominately open and, because of obsolete platting, deterioration of structures of site improvements, or other factors, substantially impair or arrest the sound growth of the municipality; or

3. be in a federally assisted new community located within a home-rule city or in an area immediately adjacent to the federally assisted new community located within a home-rule city; or

4. be located wholly within an area which meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318); or

5. encompass signs, billboards, and other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the City, which the Legislature hereby declares to be a public purpose; or

6. be reasonably likely, as the result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and contribute to the economic development of the municipality.

Process for Designation
Resolution cont.

A public hearing must be held prior to the adoption of the ordinance. A notice of public hearing must be published in the newspaper not less than seven days before the date of the hearing. Following the public hearing, the ordinance creating the reinvestment zone may be adopted.

A reinvestment zone must be created by ordinance. The ordinance must describe the boundaries of the zone by metes and bounds or other suitable description and describe the designation of the zone as industrial; such description to be provided by the applicant prior to the designation of the zone.

A reinvestment zone designation expires after five years and may be renewed for an additional five years. However, the term of an existing Tax Abatement Agreement within the zone is not affected. There is no limit as to the size or number of reinvestment zones the City of Kilgore may have. All zones must, however, conform to the comprehensive zoning ordinance of the City.

**TAX ABATEMENT AGREEMENT**

**General**

The Tax Abatement Agreement, between the City and the primary employer, is entered into after the creation of a reinvestment zone. Gregg County or Rusk County (depending on the county in which the reinvestment zone is located) and Kilgore College District may enter into an agreement with the company not later than ninety (90) days after the agreement with the City is signed and according to the provisions in Chapter 312.206 of the Texas Tax Code if they so choose.

**Provisions of Agreement**

An agreement must include the following provisions (as provided in Chapter 312.205 (a) of the Texas Tax Code). Provisions must:

1. List the kind, number and location of all proposed improvements of the property, and

2. Provide for access to and authorize inspection of property by municipal employees to ensure that the improvements or repairs or purchase of personal property were made according to the specifications or conditions of the agreement, and

3. Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that the property tax exemptions are in effect, and

4. Provide for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs or purchases of personal property as provided by the agreement.

5. Contain each term agreed to by the owner of the property;

Resolution cont. on next page
Resolution cont.

(6) require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement, and

(7) provide that the governing body of the municipality may cancel or modify the agreement if the property owner fails to comply with the agreement.

An agreement with the primary employer may also include, at the option of the City, the following provisions (as provided by Chapter 312.205 (b) of the Texas Tax Code):

(1) Improvements or repairs by the municipality to streets, sidewalks, and utility services or facilities associated with the property, except that the Agreement may not provide for lower charges or rates than are made for other services or properties of similar character.

(2) An economic feasibility study including a detailed list of estimated improvement costs, a description of the methods of financing all estimated costs, and the time when the related costs or monetary obligations are to be incurred.

(3) A map showing uses and conditions of real property in the reinvestment zone in relation to property descriptions as used by Gregg or Rusk Appraisal District.

(4) A map showing proposed improvements and uses in the reinvestment zone in relation to property descriptions as used by Gregg or Rusk Appraisal District.

(5) Proposed changes of the zoning ordinance, the master plan, the map, building codes and city ordinances.

(6) The creation and maintenance of primary jobs, if the abatement is granted for an Industrial Reinvestment Zone.

(7) The payment of all taxes and fees to the City and other tax authorities.

(8) The recapture of all or a portion of property tax revenue lost as a result of the agreement if the owner of the property fails to create all or a portion of the number of new jobs provided by the agreement, if the appraised value of the property subject to the agreement does not attain a value specified in the agreement, or if the owner fails to meet any other performance criteria provided by the agreement, and payment of a penalty or interest, or both, on that recaptured property tax revenue.

Process for the Adoption of the Agreement.

Prior to entering into the proposed Agreement, the City must publish notice of consideration of establishing a reinvestment zone for the purpose of entering into a tax abatement agreement no later than seven days prior to entering into the agreement, and a copy of the notice must be delivered, either by registered or certified mail, or in person, to the appropriate county, school and college officials prior to the meeting at which the agreement is discussed. The City must also
Resolution cont.

deliver a copy of the proposed Agreement to the presiding officer of the appropriate county and Kilgore College, along with the written notice that the City intends to enter into the Agreement. This proposed Agreement must be delivered, either by registered or certified mail, or in person, seven days prior to the date the City intends to enter into the Agreement.

The Agreement may be modified or terminated by mutual consent of the parties.

CONCLUSION

The City of Kilgore has developed and adopted these Guidelines and Criteria in order to allow any primary employer interested in tax abatement the opportunity to understand the requirements and processes.

These guidelines are subject to and governed by Ch. 312 of the Texas Tax Code and the statutes, rules and regulations of the State of Texas and the United States of America. In case of any conflict between the guidelines and any statute, the statute shall control.

These Guidelines and Criteria are effective for a two-year period and may be renewed or amended after that date using the same procedure for adoption as was followed for this adoption. However, any amendment, alteration or repeal of these Guidelines and Criteria can only become effective upon vote by three-fourths of the members of the City Council.
ATTACHMENT "B"

TAX ABATEMENT TERMS AND CONDITIONS

SECTION 1: CONDITIONS

a) All values used shall be established by Gregg County Appraisal District.

b) The current taxable base value of the property of the Company in the Zone is:

   Real Estate: $17,995,000
   Personal Property: $44,496,840
   Total Base Value: $62,491,840

*Gregg County Appraisal District values as of Date June 12, 2018 preliminary valuation confirmed by Libby Neely, Chief Appraiser.

NOTE: Values will be confirmed by Gregg Appraisal District prior to execution of Agreement.

c) The City of Kilgore hereby exempts from ad valorem real and personal property taxation for the term set forth, the value in the Zone in excess of the base value stated in Attachment "B" Section 1b, in accordance with Tax Abatement Terms and Conditions, Attachment "B" Section 2: Schedule of Tax Abatement.

d) The term of the exemption will be for the period of time of 10 years, beginning January 1, 2019 and ending December 31, 2028. After the term expires, the full value of the improvements shall be included on the tax roll and assessed appropriately, and this Agreement shall terminate.

e) The Company shall, within the term of this Agreement, construct or cause to be constructed upon Company's property in the Zone certain improvements and/or repairs as set forth in Attachment "C" of this Agreement and/or purchase or cause to be purchased certain tangible personal property including, but not limited to those set forth in Attachment "C" of this Agreement. Such Attachment lists the kind, number and location of all proposed improvements and/or repairs to the property of Company in the Zone. Make, model and serial number of tangible personal property should be listed when known. However, it is the intent of the City to abate taxes on all improvements and additions in excess of the Base Value, regardless of whether itemized on Schedule C.

f) The Company agrees to build improvements in accordance with all applicable laws, ordinances, codes, rules, requirements or regulations of the city and any subdivision, agency, or authority thereof, and prior to commencing shall secure all
permits, licenses, and authorization required.

g) Upon completion and inspection by the City of the improvements specified in this Agreement, Company shall execute a Certificate of Compliance set out in Attachment "F" of this Agreement. A copy of this shall be sent to each taxing entity involved, the Company and to Gregg County Appraisal District.

h) Should Company fail to make the improvements and repairs and personal property improvements as provided in this Agreement, then all real and personal property tax revenue lost by the City of Kilgore from Company's property in the zone due to this Agreement shall be forthwith paid to the City of Kilgore by Company, and this agreement shall become void.

i) A map showing existing uses and conditions of Company's property within the Zone is attached as Attachment "G" and incorporated herein by reference.

j) A map showing proposed improvements and uses to Company's property within the Zone is attached as Attachment "H" and incorporated herein by reference.

k) The Company agrees to create ___ new full-time jobs over and above its current base employment prior to December 31, 2028, Company's current base employment is 224. Should Company fail to create and maintain full-time jobs during any calendar year of this Agreement, then City will certify to Gregg County Appraisal District that Company is entitled to the abatement for the next calendar year. City may give Company credit during the first year of this Agreement for full-time jobs even though employees may not have worked the required number of hours. However, if Company fails to create the agreed upon number of full-time jobs during each calendar year but makes additional capital improvements over and above those listed in Attachment "C" attached herein, it can receive credit as if it had created new jobs. The amount of credit allowed will be determined by the City Council.

Note: All jobs created must be full-time jobs located within the City limits of Kilgore, Texas and must be direct labor positions, not including principals of the company. Existing jobs within commuting distance of Kilgore will not be considered as newly created jobs.
Resolution cont.

**ATTACHMENT "C"**

List of proposed improvements and/or repairs to be made to the property by Company or tangible personal property to be purchased and/or located on the property.

<table>
<thead>
<tr>
<th>Company/Provider</th>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>OG Dallas, TX</td>
<td>Building and associated additions such as parking and truck driveways.</td>
<td>Real Property</td>
</tr>
<tr>
<td>Orgill, Inc.</td>
<td>Trailers, equipment and office furniture fixtures, equipment such as computers, and inventory</td>
<td>Personal Property</td>
</tr>
<tr>
<td>Ryder Truck Rental, Inc.</td>
<td>Tractors (rental)</td>
<td>Personal Property</td>
</tr>
</tbody>
</table>

Resolution cont. on next page
ATTACHMENT "D"

TAX CODE - TITLE 3. LOCAL TAXATION
CHAPTER 312. PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT

§ 312.204. MUNICIPAL TAX ABATEMENT AGREEMENT.
SUBCHAPTER B. TAX ABATEMENT IN MUNICIPAL REINVESTMENT ZONE
(a) The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of taxable real property that is located in a reinvestment zone, or that is not in an improvement project financed by tax increment bonds, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. The governing body of an eligible municipality may agree in writing with the owner of a leasehold interest in tax-exempt real property that is located in a reinvestment zone, or that is not in an improvement project financed by tax increment bonds, to exempt a portion of the value of property subject to ad valorem taxation, including the leasehold interest, improvements, or tangible personal property located on the real property, for a period not to exceed 10 years, on the condition that the owner of the leasehold interest make specific improvements or repairs to the real property. A tax abatement agreement under this section is subject to the rights of holders of outstanding bonds of the municipality. An agreement exempting taxable real property or leasehold interests or improvements on tax-exempt real property may provide for the exemption of such taxable interests in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement exempting tangible personal property located on taxable or tax-exempt real property may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality, including inventory and supplies. In a municipality that has a comprehensive zoning ordinance, an improvement, repair, development, or redevelopment taking place under an agreement under this section must conform to the comprehensive zoning ordinance.

(b) The agreements made with the owners of property in a reinvestment zone must contain specific terms for the portion of the value of the property that is to be exempt and the duration of the exemption.

(c) The property subject to an agreement made under this section may be located in the extraterritorial jurisdiction of the municipality. In that event, the agreement applies to taxes of the municipality if the municipality annexes the property during the period specified in the agreement.

(d) Except as otherwise provided by this subsection, property that is in a reinvestment zone and that is owned or leased by a person who is a member of the governing body of the municipality or a member of a zoning or planning board or commission of the municipality is excluded from property tax abatement or tax increment financing. Property that is subject to a tax abatement agreement in effect when the person becomes a member of the governing body or of the zoning or planning board or commission does not cease to be eligible for property tax abatement under that agreement because of the person's membership on the governing body, board, or commission. Property that is subject to tax increment financing when the person becomes a member of the governing body or of the zoning or planning board or commission does not become ineligible for tax

Resolution cont. on next page
Resolution cont.

The governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner or lessee of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed 10 years a portion of the value of the real property or of personal property, or both, located within the zone and owned or leased by a certificated air carrier, on the condition that the certificated air carrier make specific real property improvements or lease for a term of 10 years or more real property improvements located within the reinvestment zone. An agreement may provide for the exemption of the real property in each year covered by the agreement to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of the personal property owned or leased by a certificated air carrier located within the reinvestment zone in each year covered by the agreement other than specific personal property that was located within the reinvestment zone at any time before the period covered by the agreement with the municipality.

The agreements made with owners of property in an enterprise zone that is also designated as a reinvestment zone are not required to contain identical terms for the portion of the value of property that is to be exempt and the duration of the agreement.

Notwithstanding the other provisions of this chapter, the governing body of a municipality eligible to enter into tax abatement agreements under Section 312.002 may agree in writing with the owner of real property that is located in a reinvestment zone to exempt from taxation for a period not to exceed five years a portion of the value of the real property or of tangible personal property located on the real property, or both, that is used to provide housing for military personnel employed at a military facility located in or near the municipality. An agreement may provide for the exemption of the real property in each year covered by the agreement only to the extent its value for that year exceeds its value for the year in which the agreement is executed. An agreement may provide for the exemption of tangible personal property located on the real property in each year covered by the agreement other than tangible personal property that was located on the real property at any time before the period covered by the agreement with the municipality and other than inventory or supplies. The governing body of the municipality may adopt guidelines and criteria for tax abatement agreements entered into under the subsection that are different from the guidelines and criteria that apply to tax abatement agreements entered into under another provision of this section. Tax abatement agreements entered into under the subsection are not required to contain identical terms for the portion of the value of the property that is to be exempt or for the duration of the exemption as tax abatement agreements entered into with the owners of property in the reinvestment zone under another provision of this section.

The Texas Department of Economic Development or its successor may recommend that a taxing unit enter into a tax abatement agreement with a person under this chapter. In determining whether to enter into a tax abatement agreement under this section, the governing body of a municipality shall consider any recommendations made by the Texas Department of Economic Development or its successor.


Resolution cont. on next page
ATTACHMENT "E" - Page 1

JOB CREATION FORM A

Company: Orgill, Inc.

PERMANENT FULL-TIME JOBS

Current total number of positions/employees (base employees) as of 224 (date of agreement):

Total number of positions/jobs as of ___ (current date):

Total number of positions/jobs created: _____ (Difference between lines 1 and 2)

Total number of positions/jobs projected in contract: ____________

This form was completed by:

Printed Name: ___________________________________________________________________

Title: __________________________________________________________________________

Signature: ________________________________________________________________________

Date: ___________________________________________________________________________

Resolution cont. on next page
JOE CREATION FORM B
(to be filled out by applicants for newly created jobs)

Company: ____________________________________________

Position: __________________________________________

Name: ____________________________________________

Address: __________________________ City: ____________

1. Are you employed full-time at this company?
   (Check appropriate box) ______ Yes or ______ No

If no, indicate approximate number hours you work per week: ______

Printed name: ____________________________________

Signature: _________________________________

Date: _______________ ________________

Resolution cont. on next page
ATTACHMENT "F"

CERTIFICATE OF COMPLIANCE
WITH TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF KILGORE AND ____________________
DATED ____________________

CITY OF KILGORE, TEXAS
THE STATE OF TEXAS
COUNTY OF GREGG

Ogiliv Inc. (the "Company") hereby certifies that:

(1) the real and/or personal property improvements on the property,
described on the above referenced Agreement have been completed and
that all facilities and improvements have been constructed or acquired
pursuant to said Agreement.

(2) the jobs to be created for this year of the Agreement have been created and
maintained including the base jobs, (or) the additional payroll has been
added to the base payroll and maintained for this year of the Agreement.

(3) all ad valorem taxes have been paid to City and all other taxing entities.

(4) all other terms and conditions of this Agreement have been complied with

Ogiliv Inc. (the "Company") hereby certifies that:

The Company is not in compliance with its tax abatement agreement.
Current total employment is __________ or current payroll is
$__________________.

Signed the __________ day of _________________, 20______.

Victor Price

V.P. Distribution South West Region

Resolution cont. on next page
Resolution cont.

ATTACHMENT "H"
Page 1

Map showing proposed improvements and use of Company's property when improvements are completed.

Plat Showing Proposed Real Property Improvements
Resolution cont.

Attachment "H"
Page 2

Plat Showing Proposed Real Property Improvements
VI. ADJOURNMENT

Larry Woodfin adjourned the meeting at 6:12pm.

If during the course of the meeting covered by this notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et. seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board concerning any subjects and for any and all purposes permitted by Sections 551.071-551.089 of the Open Meetings Act.

Respectfully submitted,

[Signature]
Nancy Law, Recording Secretary
Kilgore College Board of Trustees

[Signature]
President of the Board

[Signature]
Secretary of the Board