Monday, December 28, 1998, the Sabine County Commissioners' Court met in regular session. The following members were present:

Jack Leath

County Judge

Keith Clark

Commissioner Pct. #1

Lynn Smith

Commissioner Pct. #2

Doyle Dickerson

Commissioner Pct. #3

Janice McDaniel

County Clerk Commissioner Will Smith, precinct 4, is not present.

Judge Leath called the meeting to order at 8:30 a.m. and Tracy Lane led the Court in prayer.

Agenda item #1-General Business

Commissioner Clark moved to approve the minutes as written for the December 14 regular and December 18 emergency sessions of Court. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Agenda item #3-Take Action-Resolution Task Force

Judge Leath read the Resolution to the Court and citizens present. He said this is the same agreement we have had for two We have gotten a lot of work from them. matching moneys for the project is \$18,500.00, or an amount equal to one-fourth of the total project cost.

Judge Leath moved to approve the Resolution and remain members of the Southeast Texas Narcotics & Intelligence Task Force. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy of Resolution.

Glenn Smith, with the Task Force, thanked the Court, Sheriff's department and both City Police departments for their corporation and help.

Agenda item #4-Carlin McDaniel to Address Court

Mr. McDaniel is not present. This item is the same as item #5. Delete this item.

Agenda item #5-Consider & Take Action - Off System Bridge, Pace Creek

Judge Leath said we will either have to abandon the bridge on Pace Creek or acquire the right-of-way property by condemnation. Carlin McDaniel is not willing to donate or sell the property. cost to abandon the bridge is \$28,000.00, 100 percent. completed, the bridge will only cost about \$7,000.00, 6.9 percent. Judge Leath asked Commissioner Clark his feelings since the bridge is in precinct one.

Commissioner Clark suggested proceeding with the condemnation of the property.

Commissioner Lynn Smith said the road is the dividing line between precinct one and two. He said Carlin McDaniel actually lives in his precinct so he doesn't want to shift the entire burden on Commissioner Clark.

Commissioner Lynn Smith moved to proceed with the bridge project and acquire the land through condemnation if that is what is required. Commissioner Clark seconded. All voted for. Motion carried.

Tracy Lane asked the Court if they have an estimate on what it will cost to acquire the land by condemnation.

Judge Leath said it is a matter of appointing three Citizens and paying them a hundred dollars or so, very little. The County Attorney will carry through the procedure. The three citizens will be called Commissioners, but they will not be County Commissioners.

Agenda item #6-Consider Central United Insurance to Speak to Employees

Judge Leath said he has a lady requesting to speak to the employees about cancer, heart disease, heart attacks and stroke insurance. He said he does not want to deny the employees anything, but there are plenty of insurance policies available and it is not going to be a penny cheaper coming through the County.

Commissioner Lynn Smith moved to deny the request. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #7-Discuss & Take Action - Tax Abatement for Temple-Inland

Judge Leath said that all the Court is aware of and has discussed the possibility of giving Temple-Inland a tax abatement for the construction of the new saw mill in Pineland. Judge Leath went over the basic details. He said the value placed on the plywood plant is 15 million dollars and the inventory is seven million. This gives a total value of 22 million. Temple-Inland is going to spend approximately 50 million to build the new saw mill. Six months ago they began reducing their inventory and by January 1 it will be practically nothing and bring the value down to 15 million. Parts for the plywood plant have been sold.

Temple-Inland has requested the tax abatement for the years, 2002 through 2006. If we do not give the tax abatement, as of January 1, 1999, the value will be about 15 million. January 2000, the plywood plant will be out of operation and the saw mill will not be in operation so the value will be greatly reduced. give the tax abatement, they have agreed to never drop their value below 15 million. When the saw mill is up and operational, they will begin to add an additional 28 million to their value. it will be 50 percent of value, 25 million. In 2003, it will be 40 percent and so on until it's up to full value of 50 million in They have agreed to all bark not used at the plant be sold in Sabine County at market value. This will be valuable to Elliots Agriculture who employees about 100 people. We are losing some jobs with the closing of the plywood plant, but we would be losing more if Temple-Inland decided to build their saw mill some place else.

Judge Leath moved to grant the tax abatement to Temple-Inland.



Commissioner Lynn Smith seconded. All voted for. Motion carried.

Commissioner Lynn Smith said he appreciates Temple for all they have done and all they are doing for this County and to Judge Leath for his work in working out the agreement with Temple.

Agenda item #8-Consider Maintenance for Roads in Timberland Estates Sub., Pct. 2

Commissioner Lynn Smith asked to reschedule this agenda item for January 11, 1999 regular session of Court.

Agenda item #9-County Agents to Present Upcoming Work Schedule Charlotte Gorman gave the Court a summary of projects done in 1998 by herself and John Toner, Extension Agents for Sabine County.

Agenda item #10-Line Item Transfer-County Attorney Office

Judge Leath told the Court this transfer is to allow Mr.Hollis to have a modem on his phone here so that he can access his office in Jasper. The transfer is for \$454.38.

Judge Leath moved to approve the line item transfer for the County Attorney's office. Commissioner Dickerson seconded. All voted for. Motion carried. See attached copy.

Agenda item #11-Take Action to Advertise and Sale Surplus Equipment

Judge Leath said that all gas has been removed from the Courthouse. There were gas leaks and some lines are located in the walls. We would have had to tear out some walls to find the lines because we did not know where the leaks were. All heating will be electric now. There are some eight foot fluorescent light fixtures to sell.

Judge Leath moved to advertise for sale of surplus equipment. Commissioner Clark seconded. All voted for. Motion carried. See attached copy of notice.

Public Hearing

Agenda item #1-Maintenance for Road Extending Off Gomer Lane, Pct. #1

Commissioner Clark said he needs more information and asked that this item be placed on the agenda for the next regular session of Court.

Court recessed at 9:15 a.m.

Court reconvened at 9:30 a.m.

Agenda item #2-Reports

Commissioner Dickerson moved to accept the reports from the Treasurer's office and County Extension Agent, Charlotte Gorman. Commissioner Clark seconded. All voted for. Motion carried.

Agenda item #12-Pay Accounts and Salaries

Commissioner Clark moved to pay accounts and salaries. Commissioner Lynn Smith seconded. All voted for. Motion carried.

Commissioner Dickerson moved to adjourn. Commissioner Clark seconded. Meeting adjourned.

_COUNTY JUDGE

vol EE Pg 584

COMMISSIONER PCT. #1
COMMISSIONER PCT. #2
COMMISSIONER PCT. #3
NOT PRESENT
COMMISSIONER PCT. #4

ATTEST:
COUNTY CLERK

VOI EE Pg 585

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122398 14:48	3		UNITY GEM KAC HUND 3 Payable Fedger 12-12-148	122398 Pa g e 1
Entry	Date	Invoice PO Numbe Date Pd Theck N	o Description O Reg. Account Due Stat	Terms Amount
(ANGL 410		ANGLER'S PRINTING &	PUBLISHING PUBLHASE URDERS (4 PART) 6614-409 - 76	A 262.90
411	12-17-98	1,000	FYRE SOLET LING	A 7.50
446	12-21-98		6614-409	Α
447	12-21-98		もらいた(455 −2 こかい りと)TERHEADS	. 28.50 A
448	12-21-98		<pre>// 455</pre>	26.50
440	12-21-90		**** 445 = -2	67.80
			Vendor Total	\$393.20
(BISM 420		BILLIE JEANNE SMITH ONE DAY	PET: JURY DUTY -em (0),476 ~7	A 6.00
			vendor T o tal	\$6.00
(80TP 468) 12-22-98	BOARD OF TAX FROMUSS 1205	OUNAL EXAM RENEWAL STATEMENT 64/00/499	A 45.00
(BROK	•	BROOKSHIRE BROTHERS,	. INC.	
353	11-22-98	828636	Fit ENOL, DAYQUILL 6543.56 -31	A 12.18
354	11-23-98	828639	PRISONERS BOARD	A
355	11-26-98	833606	6542.56 -30 UVAL PLATTER	12.62 A
356	11-26-98	833606	6500.56 -27 ROBITUSSIN	1.59
			r 543.5627	A 4.49
357	12-03-98	833632	OUNUIS FOR TASK FORCE #542.56	A 8.98
358	11-27-98	833609	DOC FOOD	Α
359	11-29-98	83361/	M541.56 -26 CERMAL AND BREAD	4.59 A
360	12-02-98	833627	5542.56 -24 BREAD AND MILK	8.83 A
			6542.56 -21	8.66
361	11-25-98	83360/	PRISONERS BOARD 8542.56	A 31.49
362	11-24-98	828648	0AYQUIAI. - 1443-1629 Vol. <u>F. E.</u>	A 23.19 <u>عالم 5</u>

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SABINE COUNTY SIGNERAL FUND Accounts Payable Ledger

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Entry	Date				Terms	
		Date Pd Check No Re	g Account	Due Stat		Amount
(BROK)	BROOKSHIRE BROTHERS, INC		(Cont.)	mued)	
363	-	833641	MILE AND BREA	-	A	
			6542.56	-19	-•	26.93
425	12-04-98	833638	ANT KILLER		A	
			6106.435	-19		11.98
426	12-04-98	833637	ANT KILLER		A	
			6106,435	-19		11.98
			Ver	ndor Total		\$147.51
(BUBO)	BUDDY BOHANNON				
		ONE DAY	PETTI JURY DU	ITY	A	
	,,		6530.426		• •	6.00
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(BULT)	BUDGET L (GHT LNG	(800)48	88-2275		
			30 FLOURESCEN		A	
			6313.56		•••	315.00
391	12-16-98	00113055 00075350	HANDL ING	·	A	
			6313,56	-7		49.96
			Ver	ndor Total		\$364.96
		B & W HARDWARD & FURNITU				
364	12-01-98	JAIL	- / MAINT BRUSH		A	
			6450 , So	-22		5.38
			Ver	ndor Totai		\$5.38
(CCLI)	CAPITAL CLIY CHASING, IN	J t			
368	12-22-98		™ - PAIMENT 837 (OF 60	A	
_	,		6502.56	-1		1191.30
430	12-22-98	M511AD	FATMENT 837 C	DF 60	Α	
			8502.45	-1		661.8 3
445	12 - 22-98	M511AU	PAYMENT #37 (OF 60	A	_
			e502.455	-1		397.10
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			n502,457	-2		397.10
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SABINE COUNTY GENERAL FUND Accounts Payable Ledger

122398 Page 3

		t et s	-23-414		
Entry	Date	Invoice PO Number Date Pd (neck`No b	Description Reg Account Due Star	Terms	Amount
•)				
465	12-22-98	O .	REGIT FRATION FEE	A	25.00
			Vendor Total		\$25.00
(стсн	•	HEMPHILL TRUE VALUE HAR			
371	11-20-98	1044	WET MOF 6313.56 ==33	Α	17.99
372	11-23-98	131 3	ARMOR ALL	A	
		4.00	6451.56 -30		2.79
373	11-25-98	1321	SPONGE AND ARMOR ALL 6451.56 -28	A	4.78
374	11-27-98	1323	INTERIOR CLEANER	Α	4.70
	4 - 15 - 18		6451,56 -26		3.99
375	11-27-98	1323	5UPLR CLEAN 6491.56	A	3.99
376	11-28-98	1325	PAINT BRUSHES	Α	3.77
			6450.56 -25		3.38
377	11-28-98	1325	. PAINT BRUSHES 6450.56 -25	Α	4.36
378	12-05-98	1343	10 07 ARMOR ALL	Α	4.30
			6451.56 -18		2.79
			Vendor Total		\$44.09
(DAFE	,	DANIEL FEATHERSTON, IP	u .		
449		DEC. 98	VEHICLE EXPENSE	A	
			6450.457 -2		83.33
			Vendor Total		\$83.33
(DESM)	DEE DEE SMITH			
417		ONE DAY	PETTI JURY DUTY	A	
			6 > 30 , 426 -7		6.00
			Vendor Total		\$6.00
(DIPA	· •	DIXIE PAPER COMPANY	. 903)597 -4000		
369		28677200	CASE OF PINE SOL CLEANER	A	
370	11-05-99	3 286 <i>7</i> 7 200	6313.56 -48 CASE 5.0.5. SOAP PAD S	Α	40.00
370	II 00-70	200//200	6313.56 -48	Н	40.00

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SABINE COUNTY GENERAL FUND Accounts Payable Ledger

12-23-98

Entry Date voice PO Number Description Date Pd Check No Reg Account Due Stat Invoice Terms Amount \$80.00 Vendor Total (EPSS) EUGENE PROCELLA SERVICE STA 385 12-17-98 SHERIFF UI OIC. FILTER, GREASE Α 22.75 Vendor Total \$22.75 (FNBC) FIRST NATIONAL BANK IN LAMERON 412 12-22-98 M410AA PAYMENT R51 OF 60 621.30 -1 6614.409 Vendor Total \$621.30 (GALL) GALL'S INC. 383 12-10-98 52750996 SCREENPRINT RAINCOAT LG SHF A 19.99 6540.56 -13 384 12-10-98 52750996 SHIPPING & HANDLING 6540.56 -13 5.99 Vendor Total \$25.98 HERBERT TERRY WYCH (HEWY) 418 12-16-98 ONE DAY PETEL JURY DUTY Α 6530.426 -7 6.00 \$6.00 Vendor Total (HFS8) HEMPHILL FEED & STOCK BARN 406 12-14-98 29108 1602 MALATHION 50% CON MART A 5.55 5514.409 -9 2 QUARTS OF ULTRA-FINE 407 12-14-98 29108 6614.409 -9 17.98 \$23.53 Vendor Total (JACK) JACK LEATH 395 12-22-98 DEC. 98 VEHICLE EXPENSE 5450.4 83.33 \$83.33 Vendor Total

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Page 4

SABINE COUNTY GENERAL FUND Accounts Payable Ledger (2-23-98)

122398 Page 5

		(2-2)	3~983		
Entry	Date	Invoice PU Number Date Pd Check No Res	Description g Account Due Stat	Terms	Amount
		JAMES HOYLE ONE DAY	Pt 11 JURY DUTY -7	Α	6.00
		JERRY B. SANDERS ONE DAY	PETIT JURY DUTY 6530.426 -7	Α	6.00
) 12-08-98 12-08-98		Vendor Total FILE CABINET LOCK 6450.56 -15 REKEY FIVE LOCKS 6450.56 -15	A	\$6.00 15.50 42.50
367	12-08-98		SERVICE CHARGE 6450.56 ~15 Vendor Total	Α	30.00
404	12-22-98	LEACHRESS GREER DURSEY PCT. R4 PCT. R4	.16 ACRE RIGHT OF WAY 6617.409 -1 .264 ACRE RIGHT OF WAY 6617.409 -1	A	91.50
(MAHA 422		MAUDE HAMILION ONE DAY	Vendor Total PETTI TURY DUTY 6530 426 -7 Vendor Total	A	\$233.50 6.00 \$6.00
(PITB 403	-	PITNEY BOWES 3105047	MAILING EQUIPMENT	A	178.91

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\$178.91

Vendor Total

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SABINE COUNTY GENERAL FUND Accounts Payable Ledger 12-23-98

122398 Page 6

			١.	2-23-98		
Entry	Date			Description Reg Account Due Stat	Terms	Amount
(POST 413	•	POSTMASTE BOX 580	.ĸ	80X RENTAL FEE 6315,409 ~1	A	36.00
				Vendor Tota:		\$36.00
(QUCO)	QUILL COR	DOME TO LEAST			
386	•	0610763		CARTRIDGE, STYLUS 800	A	£0.00
387	12-15-98	0698991	02988676	6310.56 -14 REFILL FILM CARTRIDGE	A	58.98
388	12-15-98	0698991	0 2988676	6310.56 -8 File Folders, LETTER SIZE	. A	39.99
389	12-15-98	0698991	02988675	6310.56 -8 NARROW RULLES BADS, 1 DOZ	EN A	5 .9 8
435	12-11-98	0650989	02916#24	6310,56 -8 007 RULED PADS 8 1/2X1:	Α	10.88
436	12-11-98	0650989	02916974	6310.455 -12 12 ROULS SCOTCH TAPE	A	4.99
437	12-11-98	0650989	02916904	6≾10.455 -12 > CORRECTION PENS	A	10.68
438	12-11-98	0650989	02916974	6310.455 -12 DOZ MEDIUM POINT PENS	A	3.78
439	12-11-98	0650989	02916934	6310.455 -12 HEAVY DUTY STAPLER	Α	11.9/
440	12-11-98		02916934	6310.455 -12 BOX HEAVY DUTY STAPLES	A	24.99
441	12-11-98		02916934	6310.455 -12 9X12 CLASP ENVELOPES	A	2.24
442	12-11-98		029169.14	6310.455 -12	A	5.97
443	12-11-98			6310.455 -12		5 9.8 8
443	12-11-70	V03V767	029159 4	2 PRESSBOARD BINDERS 6310.45512	A	18.90
				Vendor Total		\$259.23
(DADE	`	DADICCIN	RESORT SOUTH	I PAND		
		J. LEATH	Kebori boota	ONE OF FOUR NIGHTS	A	96.05
				6447.4 -1		\$96.05
				Vendor Total		\$75. 05
-	-	RELIABLE				
452		YKR76800		CORRECTION PEN 6310.475 -51	Α .	2.09
453	11-02-98	YKR76800		DOZ 8 1/2X11 RULED PADS 6310,475 -51	A	8.99
				voi EC	Pa.59	
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SABINE COUNTY GENERAL FUND Accounts Payable Ledger 12-23-98

122398 Page 7

Entry	Date	Invoice Pu Number Date Pd Check No		Terms Amount
(RELI 454) 11-02-98	RELIABLE YKR76800	(Continue daily desk 6310.475 -51	1ed) A 6.38
455	11-02-98	YKR76800	BOX LETTER FILE FOLDERS 6310.475 -51	A 7.99
456	11-02-98	YKR76800	BOX FORMATTED DISKETTE: 6310,475 -51	A 5.89
457	11-02-98	YKR76800	MARBUE LINEN PAPER 6310,425 -51	A 6.48
458		YKR76800	MARBLE LINEN ENVELOPES 6310.475 -51	A 5,93
459		YKR76800	KRYETAL DESK PAD 6010.475 -51	A 16.99
460		YKR76800	DESKJET MATLIN REFILL 6310 475 -51	A 46.47
461	11-02-98	YKR76800	HANULING 6310-475 -51	A 1.28
			Vendor Total	\$108.49
(RENE 408 409	12-22-98	REGINA GREER NEIHERY PCT. R4	.163 ACRE RIGHT OF WAY 6614.409 -1 .284 ACRE RIGHT OF WAY 6614.409 -1	A 91.50 A 142.00
			Vendor Total	\$233.50
(R0SU 402	12-10-98	6894	JUURNAI 6310.403 -13	A 28.00
431	12-17-98		6310.45 -6	A 1.49
432 466	12-10-98 12-16-98		BOX 9X12 CLASP ENVELOPES 6310.45 -13	6.99
469	12-18-98		- BOXES DISKETTES 6310.497 -7 DOZEN BEUE MEDIUM PENS	A 13.98 A
470	12-18-98		6310.4 -5 DOZEN BLACK MEDIUM PENS	13.99 A
471	12-18-98		6310.4 -5 DOZEN DIXON PENCILS	13.99 A
			· 310.4 -5	1.99

VOI E E Pg 592

Vendor Total \$80.43

12239 14:49			GENERAL FUND yabie Ledger 3-98	122398 Page 8
Entry	Date	Invoice PO Number Date Pd Check No Re	Description Term g Account Due Stat	s Amount
(RTEC 462	:) 12-08-98	RELIABLE (ELEPHONE & ELE 9801879	MATERIALS	A
463	12-08-98	9801879		275.45 A
464	12-08-98	9801879	6310.475 -15 SHIPPING & HANDLING 63:0.475 -15	137.50 A 6.80
			Vendor Total	\$419.75
(SC01 396) 11-30-98			A 32(00
397	11-30-98	0045 03	6310.403 -23 SHIFPING AND HANDLING 6310.403 -23	226.00 A 8.42
398	11-30-98	004502	COUNTY COURT CRIMINAL DOCKET 6310.403 -23	
399	11-30-98	004502		A 8.67
			Vendor Total	\$5 53.89
(SMRC 419	•	RONNY SMLIB ONE DAY	Ptt.: JURY DUTY F5.00.426 -/ Vendor Total	6.00 \$6.00
(SYSC) 12-04-98	SYSCO FOOD SERVICE BLA 81204007		A
380		8120400/	6313.56 -19	33.41 A
381		81211006	65421.56 -19 PRISONERS BOARD	555.75
382		81211006	6542.56 -12	400.37 A 87.93
			Vendor Total	\$1077.46
(TAC4 467	4) 12 - 09-98	TACA 1203	6470.499 -14	A 65.00
			VOIEE PO 59	<u>خ</u>
(TSDP)	TEXAS STATE DIRECTORY PR	ESS (800)388-8075	
392	12-14-98	9445-99	1999 TEXAS STATE DIRECTORY 6310.4	A 55.90
393		9445-99	6310.4 -9	A 5.00
400		CO CLERK	6310.403 -1	A 27.95
401	12-22-98	CO CLERK	SHIPPING & HANDLING 6310.403 -1	A 4.00
			Vendor Total	\$92.85

PETIT JURY DUTY
6530.426 -7

Vendor Total

6.00

\$6.00

(VIFE) VICKY FELTS 421 12-16-98 ONE DAY

SABINE COUNTY GENERAL FUND Accounts Payable Ledger

122398 Page 9

Entry	Date	Invoice PO Number Date Pd Check No R	Description Te Reg Account Due Stat	erms	Amount
			Vendor Total		\$65.00
		THOMAS J. HAMILION DEC. 98	VEHICLE EXPENSE -1	A	83.33
			Vendor Total		\$83.33
433) 12-17-98 12-17-98	00090	(409)560-6500 PICA PRINTWHEEL 6310:455 -6 LABUR AND REPAIR 6310:455 -6	A A	16.00 110.00
			Vendor Total		\$126.00
			vendor rotar	•	120.00
(TSDP 392		TEXAS STATE DERECTORY F 9445-99	1999 TEXAS STATE DIRECTORY	A	55 A
393	12-14-98	9445-99	6310.4 -9 . POSTAGE.	Α	55.90
400	12-22-98	CO CLERK	6310.4 -9 TEXAS STATE DIRECTORY	A	5.00
401	12-22-98	CO CLERK	#310.403 -1 SHIPPING & HANDLING #310.403 -1	A	27.95 4.00
			Vendor Total		\$92.85
(VIFE 421		VICKY FELLS ONE DAY	FETT: JURY DUTY 6530.426 -7	Α	6.00
			Vendor Total	***	\$6.00
-) 12-09-98	VIKING OFFICE PRODUCTS 338721	HP DESKJET CARTRIDGE 6310.475 14	A	30.48
			Vendor Total	······································	\$30.48
		WAL-MART H∠14 01692	CAMERA AND INSTANT FILM 6310.425 -40 VOI E E PG 5	A 14	51.65

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SABINE COUNTY GENERAL FUND Accounts Payable Ledger

122398 Page 10

12-23-98

			12-20-30			
Entry	Date		e: Description No Reg Account	Due Stat	Terms	Amount
			Vei	ndor Total		\$51.6 5
(WEST 427) 11-06-98	WEST GROUP PAYMENT 27885736	CENTER (800)32 TEXAS STATUTE	28-4480 'S ANNOTATED	99 A	
428	11-06-98	27913283	6524.45 IX TRANSPORTA	-47 ATION CODE	A	375.50
429	11-20-98	287110 72	6524,45 IX STATUTES A 6524,45	AND CODE FAM	ILY A	28.00 39.50
			Ver	ndor Total		\$443.00
		WILL SMITH SR ONE DAY	PETTI JURY DU		A	
			6530 , 426	-/		6.00
			Ver	ndor Total		\$6.00
			iota	tal Debits al Credits Of Ledger		8930.21 0.00 \$8930.21



SIGN HERE FOR PAYMENT APPROVAL

Jack Leath

Jack Leath County Judge

SIGN HERE FOR PAYMENT APPROVAL

Kitt C. Ch.

Keith C. Clark Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Doyle Dickerson Commissioner, Pct. #3 SIGN HERE FOR PAYMENT APPROVAL

Janes McDaniel

Janice McDaniel County Clerk

AUMA SMITH APPROVAL

Lynn Smith Commissioner, Pct. #2

SAR HERE FOR PAYMENT APPROVAL

Will Smith Sr. Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT DECEMBER 28, 1998.

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vol E.E. Pg 591

KELORD KETENTION FUND Accounts Payable Ledger

122398 Page 1

12-23-98

Entry Date Invoice

PO Number Date Pd Check No Reg Account

Description

Due Stat

Amount

(FNBC

12-22-98

SIGN HERE GOR BAYMENT APPROVAL

Jack Leath

County Judge

SIGN HERE FOR PAYMENT APPROYAL

Keith C. Clark

Doyle Dickerson

٠.

Commissioner, Pct. #1

TOP PAYMENT APPROVAL

Commissioner, Pct. #3

FIRST NATIONAL BANK IN CAMERUN M410AA

PAYMENT R51 OF 60

1000.00

775.645

\$1000.00

Vendor Total

Total Debits

Total Credits Total Of Ledger

1000.00 0.00

\$1000.00

Terms

THE FOR PAYMENT APPROVAL

Janice McDaniel County Clerk

FIRE FOR TAYMENT APPROVAL

Lynn Smith Commissioner, Pct. #2

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Will Smith Sr.

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Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT DECEMBER 28, 1998.

VOI EE PO 59

SABINE CO. ANTICIPATION NOTES Accounts Payable Ledger

122398 Page 1

12-23-98

Entry	Date In	voice PC Numbe Date Pd (heck)			erms	Amount
56 1:) BIG 1-05-98 1-05-98	TIN BARN, [NC 5579 5579	6300.6	R2 YP 545 -48 1X4-14 R2 YF 545	A 5 A	225.61 -172.00
				Vendor Total	<u>, , , , , , , , , , , , , , , , , , , </u>	\$53.61
(MCCO 58 1) MCC 2-21-98 650	0Y'S BUTEDING SUI 10721		0)856-22 69 POLE BREAKERS	A	

6.300.7 91.96 Vendor Total \$91.96 Total Debits 317.57 fotal Credits Total Of Ledger -172.00 \$145.57

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Jack Leath County Judge

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Keith C. Clark Commissioner, Pct. #1

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Doyle Dickerson Commissioner, Pct. #3 Z .) GEORGIA OR WASMENT APPROYAL adville

Janice McDaniel County Clerk

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Lynn Smith Commissioner, Pct. #2

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Will Smith Sr. Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT DECEMBER 28, 1998.

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SAHINE COUNTY ROAD & BRIDGE Account: Payable Ledger (2-23-98)

122398 Page 1

rabie Ledger Gesk

Entry	Date	Invoice PG Number Date Pd Check No	Description Reg Account	Due Stat	Terms	Amount
(ASCO 197		ASSOCIATES COMMERCIA: 29074 00271000290	CORE		A	3957.72
203	12-23-98	2907 00271000290		GRADALL.	A	3957.7 2
204	12-23-98	2907 00271000290 1		GRADALL	A	3957.72
210	12-23-98	29 07 00271000290		GRADALI.	A	3957.72
				dor Total	\$	15830.88
		EAST TEXAS ASPHALL CO. 19849	(409)63 1. JNLTS CO 6378,601	9-2215 LD PATCH	Α	276.75 \$276.75
•	•	FUTURE EQUIPMEN: T17186	F- (1)4j		A	
			n 3 17 15Q4	-19	A	72 .0 0
209	12-04-98	T17186	UFS CHARGE PG 17,604	-19	-	4.00
			Ver	ndor Total	***************************************	\$76.00
		G-M WATER SUPER F CORE. 1262	WATER BILL 6440,602	-13 ndor Total	Α	20.10 \$20.10
(HALL 205 206) 12-08-98 12-08-98		(812) 33 . SPEED LIMI1 6657.603 FREIGHT 6657.603		A	31.02 7.57
			Vei	ndor Total		\$38. 59
(UNTX 207		UNIVERSITY OF TEXAS A 3 1/19-22 GENE NETHERY		FEE -9 VOI E E	A Pg 5	195.00 5 9 9

1	2	2	3	9	8
1	2	:	5	1	

SABINE COUNTY ROAD & BRIDGE Accounts Payable Ledger 12-22-98

122398 Page 2

			1.	2-23-98			
Entry	Date			Description Reg Account	Due Star	Terms	Amount
				Ve	ndor Total	~ ************************************	\$195.00
(WAGA 199) 11-23-98	WALLER'S 368	GARAGI.	5147E INSPEC 6355.601		Α	10.50
				Ve	ndor Total		\$10.50
(WALM 200) 09-16-98	WAL-MAR! 08911	Sturm #214	SERAT PAINT,	HOUSE PAINT	A	
201	09-22-98	09 250		6657,602 MENDER HOSE 6657,602	-98 -92	A	24.29 5.82
				Ve	ndor Total		\$30.11
				lot	tal Debits al Credits Of Ledger		16477.93 0.00 16477.93

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SIGN HERE FOR PAYMENT APPROVAL

Jack Leath County Judge

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Keith C. Clark Commissioner, Pct. #1

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Doyle Dickerson Commissioner, Pct. #3 SOUN HERE FOR PAYMENT APPROVAL

Janice McDaniel County Clerk

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Lynn Smith Commissioner, Pct. #2

SAUS CERE FOR CAYMENT APPROVAL

Will Smith Sr. Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT DECEMBER 28, 1998.

VOIEE PO 601

RESOLUTION

WHEREAS, The Sabine County Commissioners Court finds it in the best interest of the citizens of Sabine County, that the Southeast Texas Narcotics & Intelligence Task Force be operated for the 1999-2000 year; and

WHEREAS, Sabine County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of \$600,000.00 to be submitted to the Office of the Governor, Criminal Justice Division, Texas Narcotics Control Program; and

WHEREAS, Sabine County Commissioners Court has agreed to provide matching moneys for the said project in the amount of \$18,500.00, or an amount equal to one-fourth of the total project cost, as required by the grant application; and

NOW THEREFORE, BE IT RESOLVED that Sabine County Commissioners Court approves submission of the grant application for the Southeast Texas Narcotics & Intelligence Task Force to the Office of the Governor, Criminal Justice Division, Texas Narcotics Control Program in the amount of \$600,000.00.

PASSED AND APPROVED this _28 day of December, 1998.

Sabine County Judge

VOIEE PO 600

FINANCIAL REPORT DECEMber 23, 1998

FUND	BALANCE 11/20/98	RECEIPTS	DISBURSEMENT	BALANCE 12/23/98
ROAD & BRIDGE #1	190,281.73	5,686.65	14,611.62	181,356.76
ROAD & BRIDGE #2	189,165.19	6,650.55	21,740.59	174,075.15
ROAD & BRIDGE #3	174,418.57	5,751.65	16,237.85	163,932.37
ROAD & BRIDGE #4	173,006.07	6,661.80	48,463.18	131,204.69
ROAD & BRIDGE SPECIAL I	11,341.17	-0-	118.20	11,222.97
BALANCE AS OF 12/2	23/98			661,791.94

VOI EE Pg 603

FINANCIAL REPORT

A separate and a separate as

DECEMBER 23, 1998

FUND	BALANCE 11/20/98	RECEIPTS	DISBURSEMENTS	BALANCE 12/23/98
GENERAL	1,100,080.85	277,144.92	739,284.91	637,940.86
CRIMINAL JUSTICE PLANNING	127.98	77.98	12.80	193.16
LAW ENFORCEMENT OFFICE ADMINISTRATIVE	RS 22.59	9.60	2.26	29.93
LAW ENFORCEMENT OFFICE CONTINUING EDUCATION	RS 39.19	17.19	3,92	52.46
LAW ENFORCEMENT MANAGE MENT INSTITUTE	11.30	4.79	1.13	14.96
COMPENSATION TO VICTIMS OF CRIME	2,900.20	2,418.10	290.02	5,028.28
GENERAL REVENUE	54.00	21.50	5.40	70.10
ARREST FEES	1,727.66	1,218.60	-0-	2,946.26
JUDICIAL AND COURT PERSONNEL TRAINING	163.34	127.56	16.33	274.57
OPERATOR'S AND CHAUFFEUR'S LICENSE	75.00	-0-	7.50	67.50
COMPREHENSIVE REHABILITATION	15.00	-0-	1.50	13.50
BREATH ALCOHOL TESTING	-0-	30.00	-0-	30.00
RECORD MANAGEMENT FEE	12,654.83	356.59	-0-	13,011.42
COURTHOUSE SECURITY FEE	10,096.53	768.82	-0-	10,865.35
CONSOLIDATED COURT COS	r 2,911.59	2,659.03	291.16	5,279.46
FUGITIVE APPREHENSION	703.73	594.71	70.37	1,228.07
JUVENILE CRIME AND DELINQUENCY	35.17	29.98	3.52	61.63
CIVIL LEGAL SERVICES INDIGENT	185.00	95.00	9.25	270.75
TIME PAYMENT	168.70	198.58	367.28	-0-
BALANCE AS OF 12/23/98		· E E	Pg LOCI	677,378.26

FINANCIAL REPORT DECEMBER 23, 1998

FUND	BALANCE 11/20/98	RECEIPTS	DISBURSEMENTS	BALANCE 12/23/98
DEBT SERVICE	74,226.95	195.47	-0-	74,422.42
ANTICIPATION NOTES	112,338.84	406.70	24,040.40	88,705.14
RECORD RETENTIONS	21,585.76	1,540.43	1,623.25	21,502.94
COMMUNITY DEVELOPMENT PROGRAM GRANT THOMAS				
JOHNSON SEWER	500.00	-0-	-0-	500.00
HOTEL/MOTEL TAX	144,896.67	690.71	9,143.28	136,444.10
ECONOMICALLY DISTRESSED AREA PROGRAM-TEXAS WATE DEVELOPMENT BOARD GRANT	R	1.08	-0-	300.82
PR BOND PROGRAM GRANT III-SALARIES	1,036.93	4,045.00	1,275.70	3,806.23

VOI EE PO 605

FEES COLLECTED IN NOVEMBER, 1998

THOMAS J. HAMILTON, JUSTICE OF THE PEACE PRECINCT #1, PLACE 1	\$ 2,322.95
DANIEL FEATHERSTON, JUSTICE OF THE PEACE PRECINCT #2, PLACE 1	5,689.20
TANYA WALKER, DISTRICT CLERK	2,882.50
JANICE MCDANIEL, COUNTY CLERK	12,203.26
TOTAL	\$23,097.91

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SABINE COUNTY ATTORNEY'S OFFICE LINE ITEM TRANSFER

DECEMBER 14, 1998

Honorable Commissioners Court of Sabine County, Texas and The Honorable Jack Leath

I submit to you for your consideration the following line-item transfer:

REQUESTED FROM Other Services & Charges:

Fund Dept. Acct.
General Cty. Atty. Continuing Education/Seminars \$454.38

Total \$454.38

REQUESTED TO other Services & Charges:

Telephone Cty. Atty. Telephone \$454.38

Total \$454,38

2-2-4 per

VOI EE PO 607

TAX ABATEMENT AGREEMENT

STATE OF TEXAS

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COUNTY OF SABINE

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This AGREEMENT is entered into by and between the County of Sabine, Texas, acting by and through its County Judge, hereinafter referred to as "COUNTY", the City of Pineland, Texas, a home rule city and municipal corporation of Sabine County, Texas, duly acting herein by and through its Mayor, hereinafter referred to as "CITY", and the Sabine County Hospital District, acting herein by and through its President of the Board of Directors, hereinafter referred to as District; said County, City, and District herein referred to collectively as "TAXING UNITS"; and Temple-Inland Forest Products Corporation, duly acting by and through its Authorized Officer, hereinafter referred to as "OWNER".

WITNESSETH:

WHEREAS, on the 29 day of Wallander 1015, the County Commissioners of Sabine County, Texas passed an Ordinance nominating an area as a Reinvestment Zone in the County of Sabine, Texas, for commercial/industrial tax abatement, as provided by law; and

WHEREAS, the OWNER has property as hereinafter described located within the Reinvestment Zone; and

WHEREAS, the COUNTY has previously adopted a Policy on Economic Development Incentives; and

WHEREAS, the Policy on Economic Development Incentives constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the COUNTY as required by the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the COUNTY has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of the Sabine County area to the long term interest and benefit of the COUNTY and TAXING UNITS; and

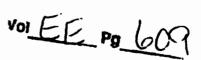
WHEREAS, the contemplated use of the property, as hereinafter defined, the contemplated improvements to the property in the amount as set forth in this

VOI EE Pg 608

AGREEMENT and the other terms hereof are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the COUNTY'S Policy on Economic Incentives and the ordinance creating such Reinvestment Zone adopted by the COUNTY and all applicable laws:

NOW THEREFORE, the parties hereto do mutually agree as follows:

- 1. The Property to be the subject of this AGREEMENT shall be that real property described on the plat attached hereto as EXHIBIT "A" and made a part hereof and shall be hereinafter referred to as ("PROPERTY").
- The OWNER shall make improvements to the PROPERTY as specifically described in Exhibit "B" (hereinafter referred to as "IMPROVEMENTS") with total expenditures of approximately \$28,000,000 for manufacturing of dimensional lumber to be substantially complete on or about January 1, 2002; provided, that OWNER shall have such additional time to complete the IMPROVEMENTS as may be required in the event of "force majeure" if OWNER is diligently and faithfully pursuing completion of the IMPROVEMENTS. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of OWNER including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of OWNER), fires, explosions or floods, strikes, lockouts or labor disputes and shortages of materials required for completion of construction. The date of completion of the IMPROVEMENTS shall be defined as the date a Certificate of Occupancy is issued by the County. Actual construction of improvements shall begin no more than twelve (12) months from the date this agreement for tax abatement is approved.
- 3. The OWNER agrees and covenants that it will diligently and faithfully, in a good and workmanlike manner, pursue the completion of the IMPROVEMENTS as a good and valuable consideration of this AGREEMENT. OWNER further covenants and agrees that all construction of the IMPROVEMENTS will be in substantial accordance with all applicable State and local laws, codes, and regulations or valid waiver thereof. In further consideration, OWNER shall thereafter, from the date a Certificate of Occupancy is issued until the expiration of this AGREEMENT continuously operate and maintain the PROPERTY for manufacturing of dimensional lumber.
- 4. In the event that (a) the IMPROVEMENTS for which an abatement has been granted are not substantially completed in accordance with this AGREEMENT or (b) OWNER allows its ad valorem taxes owed the COUNTY and TAXING UNITS to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes; or (c) OWNER breaches in any material respect any of the terms or conditions of this AGREEMENT, then this AGREEMENT shall be in default. In the event that the Owner defaults in its



performance of either (a) or (b) or (c) above, then the COUNTY or TAXING UNITS shall give the OWNER written notice of such default and if the OWNER has not cured such default within thirty (30) days of receipt of said written notice, or, if such default cannot be cured by the payment of money and cannot with due diligence be cured within a 90-day period except for cause beyond the control of the OWNER, this AGREEMENT may be terminated by the COUNTY or TAXING UNITS upon delivery of written notice thereof to OWNER. Notice shall be in writing and shall be delivered by personal delivery or certified mail to Temple-Inland Forest Products Corporation, 303 S. Temple Drive, Diboll, Texas 75941. As liquidated damages in the event of the termination of this AGREEMENT as a result of default by OWNER, all taxes which otherwise would have been paid to the COUNTY and TAXING UNITS without the benefit of abatement (interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty) will become a debt to the COUNTY and TAXING UNITS and shall be due, owing and paid to the COUNTY within sixty (60) days of termination of this AGREEMENT as the sole remedy of the COUNTY and TAXING UNITS subject to any and all lawful offsets, settlements, deductions, or credits to which OWNER may be entitled. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

5. The parties hereto acknowledge that as of January 1, 1999 the taxable value of the Property shall be \$22,000,000 ("Base Value").

Property values of supplies and inventory are specifically excluded from this AGREEMENT by state law and are not a part of this AGREEMENT.

- 6. The COUNTY and TAXING UNITS represent and warrant that the PROPERTY does not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving this AGREEMENT.
- 7. The terms and conditions of this AGREEMENT are binding upon the successors and assigns of all parties hereto.
- 8. It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and that the COUNTY and TAXING UNITS assume no responsibility or liability in connection therewith to third parties and OWNER agrees to indemnify and hold harmless the COUNTY and TAXING UNITS therefrom; it is further understood and agreed among the parties that the COUNTY and TAXING UNITS, in performing their obligations hereunder, are acting independently, and the OWNER assumes no responsibility or liability in connection therewith to third parties and the COUNTY and TAXING UNITS agree to indemnify and hold harmless the OWNER therefrom.

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VOI EE PO 610.

- 9. The OWNER further agrees that the COUNTY and TAXING UNITS, their agents and employees, shall have reasonable right of access to the PROPERTY to inspect the IMPROVEMENTS in order to insure that the construction of the IMPROVEMENTS are in substantial accordance with this AGREEMENT and all applicable State and local laws and regulations or valid waiver thereof. After completion of the IMPROVEMENTS, the COUNTY and TAXING UNITS shall have the continuing right to inspect the PROPERTY and the IMPROVEMENTS thereon during regular business hours to insure that it is thereafter maintained and operated substantially in accordance with this AGREEMENT during the term of this AGREEMENT.
- 10. During the period prior to completion of the IMPROVEMENTS, 100% of ad valorem real and personal property taxes owed for the value of the PROPERTY and the IMPROVEMENTS above the Base Value as would be otherwise owed to the COUNTY and TAXING UNITS shall be abated. The abatement for construction in progress shall be effective for the year 2000 and 2001; provided, in no event shall the taxable value of the Property be less than the Base Value.
- 11. Subject to the terms and conditions of this AGREEMENT, and subject to the rights of holders of any outstanding bonds of the COUNTY and TAXING UNITS, a portion of ad valorem real and personal property taxes from the PROPERTY and the IMPROVEMENTS otherwise owed to the COUNTY and TAXING UNITS shall be abated. The amount of taxes to be abated shall be an amount equal to a percentage of the taxes assessed upon the total value of the IMPROVEMENTS and PROPERTY in accordance with the terms of this AGREEMENT and all applicable State and local regulations or valid waiver thereof for tax years as follows:

Tax Year	% Abated
2002	50%
2003	40%
2004	30%
2005	20%
2006	10%

In no event, and at no time during the term hereof, shall the total taxable value of the IMPROVEMENTS and PROPERTY be less than the Base Value. The taxes to be paid by OWNER during the term hereof shall not be less than the taxes paid by OWNER to TAXING UNITS for tax year 1999.

OWNER shall have the right to protest and/or contest any assessment of the PROPERTY and IMPROVEMENTS, and said abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Said abatement shall extend for a period of seven (7) years beginning from the first day of January of the year following completion of the IMPROVEMENTS which shall be January 1, 2000 (the "COMMENCEMENT DATE"). Unless earlier terminated as

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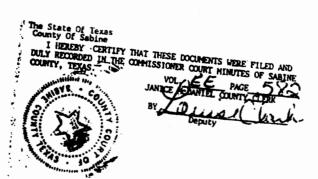
herein provided, this AGREEMENT shall automatically terminate on December 31, 2006.

- 12. The COUNTY shall have the right to conduct reviews and inspections to evaluate the OWNER'S performance and compliance with the terms of the Tax Abatement Agreement after the abatement is granted. The OWNER agrees to provide to the COUNTY requested information promptly after request by the COUNTY for purposes of these reviews and inspections, and agrees to give the COUNTY the right to inspect the applicant's operations at reasonable times.
- 13. This AGREEMENT was authorized by resolution of the City Council at its regularly scheduled meeting on the _____ day of _____, 19__, authorizing the Mayor to execute the AGREEMENT on behalf of the City.
- 14. This AGREEMENT was authorized by the Board Minutes of the Sabine County Hospital District at its Board of Directors meeting on the _____ day of ______, 19___, whereupon it was duly determined that the Board President would execute the AGREEMENT on behalf of the Sabine County Hospital District.
- 15. This AGREEMENT was authorized by the minutes of the Commissioner's Court of County of Sabine at a regularly scheduled meeting on the 28 day of 500 day, 1998, authorizing the County Judge to execute the AGREEMENT on behalf of Sabine County.
- 16. This AGREEMENT shall constitute a valid and binding AGREEMENT between the COUNTY and Temple-Inland Forest Products Corporation, when executed in accordance herewith, regardless of whether any other taxing unit executes a similar agreement for tax abatement. If a City or District executes this AGREEMENT, it shall constitute a valid and binding AGREEMENT between such TAXING UNIT and Temple-Inland Porest Products Corporation, when executed on behalf of said parties, for the abatement of such TAXING UNIT'S taxes in accordance therewith.

VOIEE PO 612

	This AGREEMENT is perfe	ormable in Sabine County, Texas wi	tness our bands
	this day of	_, 19	asses Off Hill
	ATTEST:	APPROVED:	
		CITY OF PINELANI	D
į	City Secretary	Mayor	
	Approved as to form:	·	
	City Attorney		
	ATTEST:	SABINE COUNTY HE DISTRICT	OSPITAL
ō	lity Secretary	By:Board President	
A	pproved as to form:		
Ā	ttorney for Sabine County Hospital istrict	·	
A	TTEST VP 1	SABINE COUNTY By: County Judge	
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ATTEST:	TEMPLE-INLAND FOREST PRODUCTS CORPORATION
	Ву:
	Title:



VOI EE Pg 614