

NOTICE OF PUBLIC MEETING



OCTOBER 27, 2020 AT 12:00 P.M.

**11 CHAPEL LANE, SUITE B
NEW BOSTON, TX 75570**

Persons wishing to attend the TexAmericas Center Board of Directors Meeting by telephone can call 1-866-778-5424 and enter the Participant Code of 5090805. Board meeting agenda and materials can be found at the www.texamericascenter.com website.

The Board of Directors of TexAmericas Center will meet to conduct business at the above time and location via conference call.

AGENDA

1. Pledge of Allegiance and Reflection.
2. Call to Order.
3. Roll Call of Directors.
4. Public Comment Period for Non-Agenda Items. Comments are limited to five minutes.
5. Public Comment Period for Agenda Items. Comments are limited to five minutes.
6. Hear and discuss reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting are:
 - a. None
7. Consent Agenda:
 - a. Approve Minutes of Board Meeting from September 22, 2020
 - b. Approve Check Book Register and Deposit Summary from September 17, 2020 – October 21, 2020.
8. Report regarding regional water.

9. Consider and take action upon **Resolution #20201027-01** authorizing the Executive Director/CEO **to open a checking account for Third Party Logistics with Guaranty Bank and Trust.**
10. Consider and take action upon **Resolution #20201027-02** authorizing the Executive Director/CEO **to amend a Reimbursement Contract for Environmental Services Cooperative Agreement Expenses with the Texas Commission on Environmental Quality.**
11. Consider and take action upon **Resolution #20201027-03** authorizing the execution of a task order **to the contract with Matrix Environmental Services, LLC.**
12. Consider and take action upon **Resolution #20201027-04** authorizing the Executive Director/CEO **to execute Supplemental Agreement No. 2 for 333 Panther Creek, New Boston, TX 75570 to the United States of America.**
13. Consider and take action upon **Resolution #20201027-05** authorizing the execution of a **Professional Services Agreement with the Ark-Tex Council of Government (ATCOG) regarding administration of an Economic Development Administration Grant for EDA Project No. 08-01-05128.**
14. Discussion and possible action on modification to the Annual Leave and Sick Leave policies and Compensation due to the Coronavirus.
15. Consider and take action upon **Resolution #20201027-06** authorizing the Execution of the **Design-Build Amendment, AIA Document A141-2014 Exhibit "A" to the Agreement between TexAmericas Center and MW Builders, Inc. for the construction of a warehouse building upon TexAmericas Center property- East Campus, and authorizing change orders by the Executive Director/CEO of TexAmericas Center.**
16. Consider and take action upon **Resolution #20201027-07** authorizing the Executive Director/CEO **to execute a new industrial lease agreement on the TAC-Central campus for warehouse and storage space at 133 Miller Street, New Boston, TX 75570 to KBR Wyle Services, LLC.**
17. Consider and take action upon **Resolution #20201027-08** authorizing the Executive Director/CEO **to execute a new lease agreement on the TAC-Central campus for storage space at 228-D Texas Avenue, New Boston, TX 75570 to Bowie County.**
18. Consider and take action upon **Resolution #20201027-09** expressing official intent to reimburse costs of projects.
19. Staff Reports:
 - a. Executive Director/CEO Report
 - b. Executive Vice President/CEDO Report
 - c. Executive Vice President/COO Report
 - d. Vice President of Logistics Report
20. Adjourn to Executive Session pursuant to the following Sections:
 - a. Section 551.071 of the Texas Government Code; Consultation with attorney regarding legal issues relating to pending or contemplated litigation.
 - b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property.

- c. Section 551.074 of the Texas Government Code; Personnel Matters.
- d. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.

21. Reconvene in Open Session.

22. Adjournment.



MINUTES

The Board of Directors of TexAmericas Center met to conduct business at 11 Chapel Lane, Suite B, New Boston, TX 75570 and via conference call on September 22, 2020.

1. The Reflection was led by Scott Norton.
2. Jim Roberts, Chairman of the Board, called for a roll call of Director to confirm a quorum was present and certified that the meeting was properly posted, being held in accordance with the Texas Open Meeting Act then called the meeting to order at 12:07 p.m.

3. **Directors in Attendance were:**

Jim Roberts	Denis Washington	Ben King	Gabe Tarr
Ron Collins	Marc Reiter	Tim Ketchum	Steven Seals
Fred Norton	Fred Meisenheimer	Jimmy Howell	

Directors Absent were:

Craig McDuffie	Steve Mayo	Kevin Avery	Justin Powell
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Staff and Others in Attendance were:

Scott Norton	Marla Byrd	Jeff Whitten	Eric Voyles
Holly Sleek	Wes Jordan Jordan Law Firm	Troy Lemons Holliday, Lemons & Cox, P.C.	Kyle Dooley Riverbend Water Resources Dist.

4. Jim Roberts called for Public Comments for Non-Agenda Items. Comments are limited to five minutes. None noted.
5. Jim Roberts called for Public Comment for Agenda Items. Comments are limited to five minutes. None noted.
6. Jim Roberts called for reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting were :
 - a. Executive
 - b. Investment/Finance

No additional comments in addition to the minutes in the board packet.

7. Considered and took action upon **Resolution #20200922-01** approving the **Fiscal Year 2020 3rd Quarter Financials**. Troy Lemons with Holliday, Lemons and Cox, P.C. presented the FY2020 3rd Quarter Financials. A motion was made by Denis Washington and seconded by Gabe Tarr. Jim

Roberts called for votes by roll call by the directors in attendance. Each directors voted yes. The motion carried unanimously by voice vote.

8. Considered and took action upon **Resolution #20200922-02** approving the **Fiscal Year 2020 Budget Revisions for TexAmericas Center**. Scott Norton presented the FY2020 Budget Revisions. A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
9. Considered and took action upon **Resolution #20200922-03** approving the **Fiscal Year 2021 Budget for TexAmericas Center**. Scott Norton presented the FY2021 Budget. A motion was made by Ben King and seconded by Gabe Tarr. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
10. A motion was made by Denis Washington and seconded by Ron Collins to approve the items listed under the Consent Agenda. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote. Those items were:
 - a. Approved Minutes of Board Meeting from August 25, 2020.
 - b. Approved Check Book Register and Deposit Summary from August 20, 2020 – September 16, 2020.
 - c. Considered and took action upon **Resolution #20200922-04** approving the **Fiscal Year 2020 3rd Quarter Scrap and Timber Sales Report**.
 - d. Considered and took action upon **Resolution #20200922-05** approving the **Fiscal Year 2020 3rd Quarter Investment Report**.
 - e. Considered and took action upon **Resolution #20200922-06** authorizing the Executive Director/CEO to **approve the TexAmericas Center Investment Policy**.
 - f. Considered and took action upon **Resolution #20200922-07** authorizing the Executive Director/CEO to **execute a contract with Holliday, Lemons and Cox, P.C. for professional accounting services for FY2021**.
 - g. Considered and took action upon **Resolution #20200922-08** authorizing the Executive Director/CEO to **execute a contract with the Jordan Law Firm for professional legal services for FY2021**.
 - h. Considered and took action upon **Resolution #20200922-09** authorizing the Executive Director/CEO to **execute a contract with Garrity and Knisely, PLLC for professional BRAC-related legal services for FY2021**.
 - i. Considered and took action upon **Resolution #20200922-10** authorizing the Executive Director/CEO to **execute a professional services contract with McWilliams Governmental Affairs Consultants for governmental communications services for FY2021**.
 - j. Considered and took action upon **Resolution #20200922-11** authorizing the Executive Director/CEO to **execute a professional engineering services agreement and various work orders with MTG Engineers and Surveyors for FY2021**.
 - k. Considered and took action upon **Resolution #20200922-12** authorizing the Executive Director/CEO to **execute a professional engineering services agreement with E TTL Engineers and Consultants for FY2021**.
 - l. Considered and took action upon **Resolution #20200922-13** authorizing the Executive Director/CEO to **execute a contract and work order with Kingwood Forestry Services, Inc. for certain forestry and hunting management services for FY2021**.
 - m. Considered and took action upon **Resolution #20200922-14** authorizing the Executive Director/CEO to **execute a Marketing and Consulting Agreement with Point Trade Services, Inc., for FY2021**.

- n. Considered and took action upon **Resolution #20200922-15** authorizing the Executive Director/CEO to execute a professional services agreement for economic development services with **Global Site Location Industries, LLC (formerly known as WEDA) for FY2021.**
 - o. Considered and took action upon **Resolution #20200922-16** authorizing the Executive Director/CEO to execute a **Professional Services Agreement with Braun Intertec Corporation for Geotechnical Services for FY2021.**
 - p. Considered and took action upon **Resolution #20200922-17** authorizing the Executive Director/CEO to execute a professional services agreement with **Cardno, Incorporated for wetland delineation services for FY2021.**
 - q. Considered and took action upon **Resolution #20200922-18** authorizing the Executive Director/CEO to execute a **Professional Services Agreement with Valley View Consulting, L.L.C. for FY21.**
 - r. Considered and took action upon **Resolution #20200922-19** authorizing the Executive Director/CEO to execute a **Line of Credit Note to Guaranty Bank & Trust in the amount of \$1,500,000.00.**
11. Considered and took action upon **Resolution #20200922-20** authorizing the Executive Director/CEO to execute a professional services agreement with **EDP Best Practices Services, LLC for Economic Development and Planning Services for FY2021.** A motion was made by Jimmy Howell and seconded by Ben King. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
12. Considered and took action upon **Resolution #20200922-21** authorizing the Executive Director/CEO to execute a professional Services agreement with **Chartwell Agency for Economic Development Services for FY2021.** A motion was made by Ben King and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
13. Kyle Dooley, Executive Director/CEO of Riverbend Water Resources District, provided a report regarding regional water.
14. Considered and took action upon **Resolution #20200922-22** authorizing the Executive Director/CEO to **amend the Personnel Policy Manual.** A motion was made by Ben King and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice vote.
15. Considered and took action upon **Resolution #20200922-23** authorizing the Executive Director/CEO to execute an **Interlocal Agreement to participate in the Texarkana Brownfields Regional Environmental Coalition with the City of Texarkana, Texas, City of Texarkana, Arkansas, and the Ark-Tex Council of Governments.** A motion was made by Denis Washington and seconded by Ben King. Jim Roberts call for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
16. Considered and took action upon **Resolution #20200922-24** ratifying the execution of the **Pay-As-Cut Cutting Agreement between Forest Recovery Management and TexAmericas Center upon Birch Trail – TAC East Campus.** A motion was made by Ben King and seconded by Gabe Tarr. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

17. Considered and took action upon **Resolution #20200922-25** authorizing the Executive Director/CEO to execute a pay-as-cut contract with Matt Raulston Logging for forest products on Cypress Lane- TAC East Campus. A motion was made by Jimmy Howell and seconded by Gabe Tarr. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
18. Considered and took action upon **Resolution #20200922-26** authorizing the Executive Director/CEO to execute lease addendums incorporating PILOT payment provisions. A motion was made by Denis Washington and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
19. Considered and took action upon **Resolution #20200922-27** authorizing the acquisition of Pollution and Remediation Legal Liability Insurance from Indian Harbor Insurance Company as required by Environmental Services Cooperative Agreement. A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
20. Considered and took action upon **Resolution #20200922-28** authorizing a modification to the Cooperative Agreement for Environmental Services between TexAmericas Center and the United States of America for Additional Environmental Services upon property owned by or to be owned by TexAmericas Center. A motion was made by Denis Washington and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
21. Considered and took action upon **Resolution #20200922-29** authorizing the Executive Director/CEO to execute a new industrial lease agreement for space at 320 Panther Creek, New Boston, TX 75570 on the TAC-Central campus, to Sunrise Beach Corporation dba M2 Services. A motion was made by Ben King and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
22. Considered and took action upon **Resolution #20200922-30** authorizing the Executive Director/CEO to execute a new license agreement to use designated roadways upon the TAC-Central campus for purposes of testing refurbished military vehicles for Sunrise Beach Corporation dba M2 Services. A motion was made by Jimmy Howell and seconded by Denis Washington. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
23. Considered and took action upon **Resolution #20200922-31** authorizing the Executive Director/CEO to execute Supplement Agreement No. 1 for 333 Panther Creek, New Boston, TX, 75570 to the United States of America. A motion was made by Denis Washington and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
24. Considered and took action upon **Resolution #20200922-32** authorizing the Executive Director/CEO to execute a Financial Advisory Agreement with Crews & Associates, Inc. A motion was made by Ben King and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

25. Considered and took action upon **Resolution #20200922-33** authorizing the Executive Director/CEO to execute a **Bond Counsel Services Agreement with McCall, Parkhurst and Horton, L.L.P. for outside legal services**. A motion was made by Denis Washington and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
26. Considered and took action upon **Resolution #20200922-34** authorizing the Chairman of the Board to **negotiate and execute Amendment Six to Management and Personal Contract with William Scott Norton to serve as Executive Director/CEO**. A motion was made by Jim Roberts and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
27. Staff Reports:
- a. Scott Norton provided the Executive Director/CEO Report.
 - b. Eric Voyles provided the Executive Vice President/CEDO Report.
 - c. Jeff Whitten provided the Executive Vice President/COO Report.
28. There was no Executive Session; therefore, the meeting remained in Open Session.

With no other business to discuss, a motion was made by Ben King and seconded by Jimmy Howell to adjourn the meeting at 1:12 p.m. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

The above and foregoing minutes of TexAmericas Center Board of Directors meeting, September 22, 2020 were read and approved on October 27, 2020.

Denis Washington, Secretary

TexAmericas Center
Check Register
September 17, 2020 - October 21, 2020

Type	Date	Num	Name	Memo	Deposits	Payments
Check	09/18/2020	EFT	Regions	Credit Card		649.48
Check	09/18/2020	EFT	Regions	Credit Card		291.96
Check	09/21/2020	EFT	Regions	Credit Card		25.00
Check	09/21/2020	EFT	Regions	Credit Card		503.08
Check	09/21/2020	EFT	Regions	Credit Card		656.15
Deposit	09/23/2020			Deposit	3,164.61	
Bill Pmt -Check	09/23/2020	18161	Boston Hardware & Lumber	Materials & Supplies		49.48
Bill Pmt -Check	09/23/2020	18162	Bowie County	Insurance		13,610.38
Bill Pmt -Check	09/23/2020	18163	Cintas Corp #197	Uniforms		42.76
Bill Pmt -Check	09/23/2020	18164	Commercial Lighting Company	Supplies		606.37
Bill Pmt -Check	09/23/2020	18165	Cooper Cleaning Service	Janitorial		1,200.00
Bill Pmt -Check	09/23/2020	18166	Federal Express	Shipping		44.44
Bill Pmt -Check	09/23/2020	18167	Firmin's Office City	Supplies		143.14
Bill Pmt -Check	09/23/2020	18168	Jordan Law Firm, L.L.P.	Legal Services		16,791.75
Bill Pmt -Check	09/23/2020	18169	Julie's Deli	Sept. Board Meeting & Exec Comm. Meeting		790.25
Bill Pmt -Check	09/23/2020	18170	Krause Service Company	Area D 556 Elm Cir		800.00
Bill Pmt -Check	09/23/2020	18171	OilCo Distributing LLC	Fuel		303.81
Bill Pmt -Check	09/23/2020	18172	Riverbend Water Resources District	Utilities		170.00
Bill Pmt -Check	09/23/2020	18173	Superior Vision of Texas	Insurance		111.45
Bill Pmt -Check	09/23/2020	18174	Texarkana Chamber of Commerce	EDC Industry Appreciation Golf Tournament		300.00
Liability Check	09/24/2020		QuickBooks Payroll Service	Payroll		23,360.83
Liability Check	09/24/2020	E-pay	United States Treasury	Payroll Liability		7,391.72
Check	09/24/2020	18175	Ultimate Concrete, LLC	Security & Property Tax Deposit Refund		569.64
Check	09/24/2020	18176	MTP DriveTrain Services, LLC	Security & Property Tax Deposit Refund		7,098.40
Liability Check	09/29/2020	EFT	United States Treasury	Payroll Liability		7,873.36
Check	09/29/2020	EFT	Regions	Credit Card		924.36
Check	09/29/2020	EFT	Regions	Credit Card		292.01
Liability Check	09/30/2020		QuickBooks Payroll Service	Payroll		14,948.19
Deposit	09/30/2020			Deposit	2,808.22	
Paycheck	09/30/2020	18177	Whitten, Jeffery D	Payroll		2,200.55
Liability Check	09/30/2020	eft	InWest Retirement Solutions	Retirement		5,189.14
Check	10/01/2020	18178	OWS Enterprises, LLC	Security Deposit Refund		44.54
Bill Pmt -Check	10/01/2020	18179	AEP SWEPCO	Utilities		1,732.18
Bill Pmt -Check	10/01/2020	18180	American United Life Insurance Company	Insurance		1,819.52
Bill Pmt -Check	10/01/2020	18181	Bumper to Bumper	Equipment Maintenance		41.64
Bill Pmt -Check	10/01/2020	18182	Cintas Corp #197	Uniforms		42.76
Bill Pmt -Check	10/01/2020	18183	Defense Finance and Accounting Services	Utilities		4.43
Bill Pmt -Check	10/01/2020	18184	Eagle Cutting & Supply, LLC	Equipment Maintenance		55.82
Bill Pmt -Check	10/01/2020	18185	Mountain Valley of Texarkana, Inc	Supplies		105.00
Bill Pmt -Check	10/01/2020	18186	Patterson's Camera Shop & Studio	Ruth Jackson Headshot		59.99
Bill Pmt -Check	10/01/2020	18187	REC-TXK, LLC	Install gutters and downspouts 20 Cir Dr		3,300.00
Bill Pmt -Check	10/01/2020	18188	Transamerica Employee Benefits	Insurance		337.88
Bill Pmt -Check	10/01/2020	18189	Vinson & Elkins, LLP	Legal Services		9,561.25
Bill Pmt -Check	10/01/2020	18190	Waste Management	Waste Management		734.97
Bill Pmt -Check	10/01/2020	18191	West St Home & Auto	Equipment Maintenance		550.48
Check	10/01/2020	EFT	Wright Express	Fuel		451.28
Liability Check	10/02/2020	eft	United States Treasury	Payroll Liability		901.90
Transfer	10/07/2020			Payroll/AP	200,000.00	
Liability Check	10/08/2020		QuickBooks Payroll Service	Payroll		28,096.09
Liability Check	10/08/2020	E-pay	United States Treasury	Payroll Liability		9,199.37
Bill Pmt -Check	10/08/2020	18192	AEP SWEPCO	Utilities		768.49
Bill Pmt -Check	10/08/2020	18193	Ark-Tex Council of Governments	Dues & Memberships		100.00
Bill Pmt -Check	10/08/2020	18194	Cintas Corp #197	Uniforms		42.76
Bill Pmt -Check	10/08/2020	18195	Colonial Life	Insurance		260.72
Bill Pmt -Check	10/08/2020	18196	Datacast, Inc.	Computer		4,267.29
Bill Pmt -Check	10/08/2020	18197	Dodson Overhead Door and Gate, LLC	Replace gear kit for Liftmaster garage door (20 Cir Dr)		175.00
Bill Pmt -Check	10/08/2020	18198	Due North Consulting, Inc.	Advertising		1,600.00
Bill Pmt -Check	10/08/2020	18199	Garrity and Knisely	Legal Services		825.00
Bill Pmt -Check	10/08/2020	18200	Global Site Location Industries	Consulting		3,034.50

TexAmericas Center
Check Register
September 17, 2020 - October 21, 2020

Bill Pmt -Check	10/08/2020	18201	Holmes Murphy	Legal Services	36,487.49
Bill Pmt -Check	10/08/2020	18202	Kingwood Forestry Services, Inc.	Forestry	252.00
Bill Pmt -Check	10/08/2020	18203	McWilliams & Associates	Consulting	3,333.33
Bill Pmt -Check	10/08/2020	18204	Mountain Valley of Texarkana, Inc	Supplies	105.00
Bill Pmt -Check	10/08/2020	18205	Riverbend Water Resources District	Utilities	85.00
Bill Pmt -Check	10/08/2020	18206	Texarkana Gazette	Advertising	556.30
Bill Pmt -Check	10/08/2020	18207	Texarkana New Holland / JCB Rental and Us	Equipment Maintenance	1,211.95
Bill Pmt -Check	10/08/2020	18208	Texas Game Warden Magazine	Advertising	550.00
Bill Pmt -Check	10/08/2020	18209	West St Home & Auto	Equipment Maintenance	396.91
Deposit	10/08/2020			Deposit	19,118.53
Liability Check	10/09/2020	EFT	InWest Retirement Solutions	Retirement	5,408.90
Liability Check	10/09/2020	eft	InWest Retirement Solutions	Retirement	280.40
Deposit	10/13/2020			Deposit	61,565.49
Deposit	10/13/2020			Deposit	133.98
Bill Pmt -Check	10/15/2020	18210	Airgas USA, LLC	Supplies	40.60
Bill Pmt -Check	10/15/2020	18211	Ameritas	Insurance	665.92
Bill Pmt -Check	10/15/2020	18212	Chartwell Agency	Consulting	4,000.00
Bill Pmt -Check	10/15/2020	18213	Cintas Corp #197	Uniforms	42.76
Bill Pmt -Check	10/15/2020	18214	Conterra Networks	Telephone & Internet	1,508.84
Bill Pmt -Check	10/15/2020	18215	CoStar Realty Information, Inc.	Marketing	502.20
Bill Pmt -Check	10/15/2020	18216	Descartes Systems	Computer	4,800.00
Bill Pmt -Check	10/15/2020	18217	Firmin's Office City	Supplies	188.99
Bill Pmt -Check	10/15/2020	18218	Four Thirteen, Inc.	Duke West I Clearing	66,000.00
Bill Pmt -Check	10/15/2020	18219	Madison Services, Inc.	Mowing	8,552.88
Bill Pmt -Check	10/15/2020	18220	OilCo Distributing LLC	Fuel	155.10
Bill Pmt -Check	10/15/2020	18221	Professional Logistics Group	Consulting	8,090.35
Bill Pmt -Check	10/15/2020	18222	Xerox Corp	Copier	526.34
Bill Pmt -Check	10/21/2020	18223	Business Communications Systems, Inc.	Telephone	79.00
Bill Pmt -Check	10/21/2020	18224	Business Xpansion Journal	Advertising	450.00
Bill Pmt -Check	10/21/2020	18225	Cintas Corp #197	Uniforms	42.76
Bill Pmt -Check	10/21/2020	18226	Defense Finance and Accounting Services	Utilities	3.24
Bill Pmt -Check	10/21/2020	18227	Federal Express	Shipping	56.13
Bill Pmt -Check	10/21/2020	18228	France Publications, Inc.	Advertising	1,675.00
Bill Pmt -Check	10/21/2020	18229	Goff Heating & Air, Inc.	Fix A/C Fuse @ 107 Chapel Ln	185.00
Bill Pmt -Check	10/21/2020	18230	Jordan Law Firm, L.L.P.	Legal Services	7,318.25
Bill Pmt -Check	10/21/2020	18231	OilCo Distributing LLC	Fuel	158.30
Bill Pmt -Check	10/21/2020	18232	Sesler, John	Per Diem	110.00
Bill Pmt -Check	10/21/2020	18233	Texarkana Tractor	Equipment Maintenance	26.06
Bill Pmt -Check	10/21/2020	18234	Verizon	Telephone	791.48



RESOLUTION NO. 20201027-01

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO OPEN A CHECKING ACCOUNT FOR THIRD PARTY LOGISTICS WITH GUARANTY BANK AND TRUST

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center has started offering Third Party Logistics services and has a need to open a checking account for these services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center, that Scott Norton, Executive Director/CEO, shall be and he is hereby authorized to open a checking account for Third Party Logistics with Guaranty Bank and Trust and the following individuals are authorized check signers:

- Scott Norton: Executive Director/CEO
- Jim Roberts: Chairman of the Board
- Ben King: Vice-Chairman of the Board
- Denis Washington: Secretary of the Board
- Gabe Tarr: Treasurer of the Board

PASSED and APPROVED this 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary



RESOLUTION NO. 20201027-02

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO AMEND A REIMBURSEMENT CONTRACT FOR ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT EXPENSES WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center entered into an Environmental Services Cooperative Agreement with United States of America acting by and through the Department of the Army dated August 14, 2014 (ESCA) to complete certain environmental services on behalf of the Army at the former Lone Star Army Ammunition Plant; and

WHEREAS, TexAmericas Center executed a Reimbursement Contract for Environmental Services Cooperative Agreement Expenses with the Texas Commission on Environmental Quality on June 28, 2016 by Resolution No. 20160628; and amended September 26, 2017 by Resolution No. 20170926-18 and June 25, 2019 by Resolution 20190625-02; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center, that Scott Norton, Executive Director/CEO, shall be and he is hereby authorized to execute Amendment 4 to the Reimbursement Contract by and between TexAmericas Center and TCEQ in substantially the form attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 27 day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Exhibit "A"

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
COOPERATIVE REIMBURSEMENT CONTRACT FOR STATE AGENCIES AND LOCAL
GOVERNMENTS**

Contract #582-16-63022

Amendment 4

In accordance with Section 7.a. and Section 8. *General Provisions*, Subsection d. *Modification* of the Contract, the Texas Commission on Environmental Quality (TCEQ) and TexAmericas Center (TAC) hereby agree to amend Contract No. 582-16-63022 as follows:

1. TAC extended its Environmental Services Cooperative Agreement, Agreement No. W912DY-14-2-0401; therefore, TAC and TCEQ agree to extend Contract No. 582-16-63022. The Contract is extended to expire February 6, 2022.
2. The Annual Budget- State of Texas Fiscal Year 2021 is contained in Attachment 1 and is approved by TAC upon the latest date of signature of this Contract Amendment. TCEQ may incur costs under this budget beginning on the latest date of signature of this Contract Amendment.

All terms and conditions and other requirements of this Contract not addressed in this Contract Amendment shall remain unchanged.

**Texas Commission on Environmental
Quality**

TexAmericas Center

(Authorized Signature)

(Authorized Signature)

Merrie Smith, P.G.

(Printed Name)

(Printed Name)

VCP/CA Section Manager

(Title)

(Title)

(Date signed)

(Date signed)

Attachment 1

Annual Budget- State of Texas Fiscal Year 2021

Projected Annual Budget - State of Texas Fiscal Year 2021	
TCEQ Contract #582-16-63022 - TexAmericas Center	
Budget Category	Cost for Work to be Performed
Salary / Wages	\$ 9,893.29
Fringe Benefits (38.51%)	\$ 3,809.91
Travel	\$ 436.00
Supplies	\$ -
Equipment	\$ -
Contractual	\$ 16,952.00
Construction	\$ -
Other	\$ -
Indirect Costs (33.72%)	\$ 3,336.02
Total	\$ 34,427.22



RESOLUTION NO. 20201027-03

A RESOLUTION AUTHORIZING THE EXECUTION OF A TASK ORDER TO THE CONTRACT WITH MATRIX ENVIRONMENTAL SERVICES, LLC

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center and United States Department of the Army have reached agreement on an Amendment to the Environmental Services Cooperative Agreement to provide for additional environmental services for characterization, remediation and monitoring of certain environmental sites located upon the TexAmericas Center East Campus on property formerly known as Lone Star Army Ammunition Plant; and

WHEREAS, TexAmericas Center has a need for a Contractor to undertake the additional Project Management and implementation of certain of the characterization, remediation and monitoring as required by the Environmental Services Cooperative Agreement by and between TexAmericas Center and the United States Department of the Army; and

WHEREAS, TexAmericas Center has previously requested competitive proposals to provide the required program management and environmental services and has previously selected Matrix Environmental Services, LLC as its designated entity to provide the program management and environmental services; and

WHEREAS, TexAmericas Center and Matrix Environmental Services, LLC have reached agreement upon the terms of the Contract for the provision of the Task Order to the management and services;

NOW, THEREFORE, BE IT RESOLVED, that Scott Norton, Executive Director/CEO of TexAmericas Center, shall be and he is hereby authorized to execute the attached Task Order to the Master Services Agreement between TexAmericas Center and Matrix Environmental Services, LLC with an extension of period of performance through February 2022 for a total cost of \$755,161.82.

PASSED and APPROVED this 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: Task Order 03



1601 Blake Street, Suite 200
Denver, Colorado 80202
Phone: 303-572-0200
www.matrixdesigngroup.com

TASK ORDER 03
27 September 2020

MASTER SERVICES AGREEMENT
dated August 26, 2014

Client Name: TexAmericas Center
Client Address: 107 Chapel Lane, New Boston, TX 75570
Project Name: TexAmericas Center ESCA Services
Project Number: 14.714.
Project Location: New Boston, TX 75570

Matrix Design Group, Inc.'s wholly owned subsidiary Matrix Environmental Services, LLC (MES) and the TexAmericas Center (Client) hereby enter into this Task Order 03, Change Order 03 to the Master Services Agreement dated August 26, 2014, pursuant to which MES will perform services for the compensation set forth below.

1. BACKGROUND:

Matrix Environmental Services, LLC (MES) was awarded the environmental services contract for the Local Redevelopment Authority at the Lone Star Ammunition Plant (now known as TexAmericas Center.) in 2012, and has been conducting professional environmental services on the program and at the site since that time. On August 14, 2014, TexAmericas Center (Client) entered into an Environmental Services Cooperative Agreement (ESCA) with the United States Department of the Army (Army) to conduct environmental services, primarily related to closure of the High Explosive Burning Grounds (HEBG), asbestos abatement, and surface water and groundwater monitoring at five sites, on property transferred or property to be transferred to TexAmericas Center. A modification to the original ESCA was received from the Army on September 26, 2018, which modified the fees to be received under the ESCA. On March 28, 2019, the Client entered into a modification with the Army extending the period of performance to August 6, 2020 for services associated with completion of the Master Services Agreement (Exhibit A) dated August 26, 2014, and on September 25, 2020 the Army modified the ESCA modification extending the period of performance with additional funding soil disposal at the HEBG and an additional year of surface and groundwater monitoring at four sites.

2. SCOPE OF SERVICES:

MES will conduct a portion of the scope of services as described in Attachment E.1 of the ESCA, "*Technical Specifications and Requirements Statement*" attached to and made a part of the Master Services Agreement (Exhibit A) dated August 14, 2014. MES will define scopes of work and will subcontract with other remediation companies for specific activities

under this contract, as appropriate, and defined in Task Order 03, with an extension of period of performance through February 2022.

3. COMPENSATION

CLIN 001 – Revised APAR - \$25,000.00

CLIN 002 – De-obligation of Topsoil task, soil excavation of 500 cubic yards and disposal of soil and septic tank removal. (1,026,237.02)

CLIN 002B – Off-site disposal of soils in CLIN 002 including soils already disposed. An increase of 1,983,249.97

CLIN 003 - De-obligation of Landfill A tasks and addition of 1 year of monitoring at the ODA, WISL, G-Ponds and HEBG for a de-obligation of (\$226,851.13)

For a total net amount of \$755,161.82.

IN WITNESS WHEREOF, MES and Client have caused this Agreement to be executed by their duly authorized representatives.

MATRIX ENVIRONMENTAL SERVICES, LLC

TEXAMERICAS CENTER

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



RESOLUTION NO. 20201027-04

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE
SUPPLEMENTAL AGREEMENT NO. 2 FOR 333 PANTHER CREEK, NEW BOSTON, TX 75570
TO THE UNITED STATES OF AMERICA**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the United States of America contacted TexAmericas Center to seek a lease supplemental agreement for 333 Panther Creek, New Boston, TX 75570, and associated buildings; and

WHEREAS, the parties have come to the attached terms of agreement for said lease.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached lease; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of the United States of America to negotiate this lease as well as to continue its business operations, preserve existing jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Lease Agreement SA2

**SUPPLEMENTAL AGREEMENT NO. 2
TO**

LEASE NO. DACA63-5-10-0166
TexAmericas Center f/k/a Red River Redevelopment Authority (RRRA)
107 Chapel Lane
New Boston, Texas 75570

TAX ID#: 752804233

DUNS#: 826750916

THIS SUPPLEMENTAL AGREEMENT, entered into this date by and between **TEXAMERICAS CENTER F/K/A RED RIVER REDEVELOPMENT AUTHORITY** whose address is 107 Chapel Lane, new Boston, Texas 75570, hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government; which the parties have previously entered into a Lease, such Lease being referred to as Lease No. DACA63-5-10-0166 (the "Lease").

WHEREAS, the Government and Lessor have entered into the Lease thereto;

WHEREAS, the parties hereto desire to supplement the above Lease as follows;

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective 1 October 2020 as follows:

1. Delete paragraph 3 in its entirety and replace with the following:

"LEASE TERM: TO HAVE AND TO HOLD the said premises, with their appurtenances for the term beginning **1 October 2020** through **1 January 2021**, subject to termination and renewal rights as may be hereinafter set forth.

2. Delete paragraph 4 in its entirety and replace with the following:

"RENTAL: The Lessee shall pay the Lessor rent at the following rate: **FOURTY-FOUR THOUSAND, ONE HUNDRED TWENTY-FOUR AND 46/100 DOLLARS (\$44,124.46)** per month, in arrears. Rent for a lesser period shall be prorated. Payment of rent shall be made by electronic funds transfer and shall be payable to: TexAmericas Center, 107 Chapel Lane, New Boston, TX 75570.

EXCEPT for the revisions above, the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: **TexAmericas Center f/k/a/ RED RIVER REDEVELOPMENT
AUTHORITY**

By: 

Scott Norton
Executive Director/CEO

UNITED STATES OF AMERICA

By: **LEE.ROCKY.DUA** Digitally signed by
LEE.ROCKY.DUANE.1127701
942
NE.1127701942 Date: 2020.10.09 08:56:03
-05'00'

Rocky D. Lee
Chief, Real Estate Division
Real Estate Contracting Officer

Date

INITIALS:  & 
LESSOR & GOVERNMENT



RESOLUTION NO. 20201027-05

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE ARK-TEX COUNCIL OF GOVERNMENTS (ATCOG) REGARDING ADMINISTRATION OF AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR EDA PROJECT NO. 08-01-05128

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center filed an Application for a Grant from the Economic Development Administration; and

WHEREAS, the Economic Development Administration approved the proposed project as EDA Project No. 08-01-05218; and

WHEREAS, TexAmericas Center agreed with the Ark-Tex Council of Governments for Ark-Tex Council of Governments to process the Grant Application and administration of the grant; however, it has been discovered that there is a defect in the documentation of the agreement between TexAmericas Center and the Ark-Tex Council of Governments which makes the grant documentation incomplete; and

WHEREAS, it is desirable to formally approve a Professional Services Agreement with the Ark-Tex Council of Governments in the form attached hereto as Exhibit "A" to complete the documentation of the grant; and

WHEREAS, it is desirable that the Professional Services Agreement be approved to be retroactively effective as of September 20, 2016;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center as follows:

1. The Professional Services Agreement between TexAmericas Center and the Ark-Tex Council of Governments attached hereto as **Exhibit "A"** is approved retroactively as of September 30, 2016 and continuing through the end of the grant period of September 30, 2021; and
2. That Scott Norton, Executive Director, shall be and he is hereby authorized to execute the Professional Services Agreement and provide a copy of the same to the Ark-Tex Council of Governments and the Austin Regional Office of the Economic Development Administration; and
3. That Scott Norton, Executive Director shall be and he is hereby authorized to execute the Memorandum of Agreement regarding the retroactive date of September 30, 2016, attached hereto as **Exhibit "B"**; and

4. That Scott Norton, Executive Director shall be and he is hereby authorized to execute any and all other documents necessary to bring the documentation for Project No. 08-01-05128 into full compliance with applicable regulations and statutes.

PASSED AND APPROVED THIS 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: PROFESSIONAL SERVICES AGREEMENT- EXHIBIT "A"

ATTACHMENT: MEMORANDUM OF AGREEMENT-EXHIBIT "B"

PROFESSIONAL SERVICES CONTRACT

PART I-AGREEMENT

THIS AGREEMENT, entered into this 30th day of September, 2016 by and between the Northeast Texas Economic Development District, hereinafter called the "***District***," acting herein by Chris Brown, Executive Director of the Northeast Texas Economic Development District, hereunto duly authorized, and TexAmericas Center, hereinafter called "***TAC***" acting herein by Scott Norton, Executive Director for TexAmericas Center.

WITNESSETH THAT:

WHEREAS, TAC desires to implement **EDA Project Number 08-01-05128**, a Public Works Program project funded by the U.S. Department of Commerce and administered by the Austin Regional Office of the Economic Development Administration; and

WHEREAS, TAC is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and;

WHEREAS, TAC desires to engage the District to render certain project management, reporting and support services in connection with the EDA project.

NOW THEREFORE, the parties do mutually agree as follows:

1. *Scope of Services*
Part 11, Scope of Services, is hereby incorporated by reference into this Agreement.
2. *Time of Performance* - The services of the District shall commence on 09/30/2016. All of the services required and performed hereunder shall be completed no later than 09/30/2021.
3. *Access to Information* - It is agreed that all information, data, reports and records and/ or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by TAC and its agents. No charge will be made to the District for such information and TAC and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the Agreement.
4. *Compensation and Method of Payment* - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Twenty-five thousand dollars (\$25,000.00). Payment to the District shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement. Should the Project be completed in its entirety prior to the period allowed for its completion, all of the District's responsibilities and services required under this Agreement be fully completed, and all obligations to the EDA are met, full compensation to the District in the amount of Twenty-five thousand dollars (\$25,000.00) shall be completed at that time. Interim payment to the District shall be upon percentage completion of the Scope of Services.

5. **Indemnification** - The District shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless TAC and its agents from and against them, and shall assume full responsibility for administering the project identified above.
6. **Miscellaneous Provisions**
1. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bowie County, Texas.
 2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 3. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.
 4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESS ETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

(Grantee)

(District)

Scott Norton
Executive Director, TexAmericas Center

Chris Brown
Executive Director

PROFESSIONAL SERVICES CONTRACT
PART D-SCOPE OF SERVICES

The District shall provide the following scope of services:

1. Project Management

1. Develop a record keeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to TAC personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish TAC with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist TAC in meeting all special award condition requirements that may be stipulated in the EDA Financial Assistance Award between TexAmericas Center and U.S. Department of Commerce, Economic Development Administration, Austin Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 08-01-05128, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Financial Assistance Award between TAC and the EDA Austin Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.
8. Serve as liaison for TAC during the implementation and completion of the EDA project with any monitoring visits by staff representatives from EDA or its Austin Regional Office.

2. Financial Management

- I. Assist TAC by improving its ability to manage and report progress and use of funds from federal sources through the Austin Regional Office of the EDA for the project identified above.
2. Assist TAC in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of TAC in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.

5. Provide general advice and technical assistance to TAC and its agents on implementation of the EDA project and regulatory matters pertaining thereto.
6. Assist TAC in interpreting and complying with established procedures for the EDA project and reporting to the Austin Regional Office.
7. Provide general advice and technical assistance to TAC and its agents on implementation of the EDA project and associated regulatory matters.

PROFESSIONAL SERVICES CONTRACT

PART III- PAYMENT SCHEDULE

TexAmericas Center shall reimburse the District for grant administration services provided for completion of the Scope of Services in the amount of Twenty-five thousand dollars (\$25,000.00) based upon milestones depicting percentage completion of the Scope of Services. The payments to the District will be made from funds provided by the EDA Project# 08-01-05128). Milestones established for payment and the amounts paid are as follows:

**Payment
Schedule**

Payment	Amount	Basis of Payment
I	\$ 5,000	Completion of twenty percent (20%) of the Scope of Services identified herein.
II	\$ 5,000	Completion of forty percent (40%) of the Scope of Services identified herein.
III	\$ 5,000	Completion of sixty percent (60%) of the Scope of Services identified herein.
IV	\$5,000	Completion of eighty percent (80%) of the Scope of Services identified herein.
V	\$5,000	Completion of one hundred percent (100%) of the Scope of Services identified herein.
<hr/>		
Total Payment	\$25,000	

All payments shall be determined by TAC from its estimates of completion of the entire EDA project. Payment to the District shall be made from those estimates and in the amounts prescribed above.

PROFESSIONAL SERVICES CONTRACT

PART IV -TERMS AND CONDITIONS

- I. **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, TAC shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the Contract is terminated by TAC as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of TAC, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to TAC for damages sustained by TAC by virtue of any breach of the Contract by the District, and the may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due TAC from the District is determined.

2. **Termination for Convenience of TAC.** TAC may terminate this Contract at any time by giving at least ten (10) day notice in writing to the District. If the Contract is terminated by TAC as provided herein, the District will be paid for the time provided and expenses incurred up lo the termination date. If this Contract is terminated due to the fault of the District, Paragraph I hereof relative lo termination shall apply.
3. **Changes.** TAC may, from time to time, request changes in the Scope of Services of the District to be perfo1med hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between TAC and the District shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 1. The District represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with TAC.
 2. All of the services required hereunder will be performed by the District or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of TAC. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignment of Contract.** The District shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of TAC thereto: Provided, however, that claims for money by the District from the under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to TAC.
6. **Reports and Information.** The District, at such times and in such forms as TAC may require, shall furnish TAC such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the District under this Contract are confidential, and the District agrees that they shall not be made available to any individual or organization without the prior written approval of TAC.
8. **Compliance with Local Laws.** The District shall comply with applicable laws, ordinances and codes of the State of Texas and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, the District agrees as follows:
 1. The District will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, gender identity, color, handicap, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by TAC setting forth the provisions of this non-discrimination clause.
 2. The District will, in all solicitation or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, handicap or national origin.
 3. The District will cause the foregoing provisions to be inserted in all subcontracts for any work or services covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 4. The District will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.

10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the Financial Assistance Award to TAC, Award Number 08-01-05128, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the Financial Assistance Award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** The District agrees to report to TAC on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 08-01-05128, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Financial Assistance Award to TAC will be provided in a separate GPRA information collection document. EDA will advise TAC in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of the District.** No member of the governing body of the District and no other officer, employee, or agent of the District who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and TAC shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the District and no other public official of the District, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and TAC shall take appropriate steps to assure compliance.
16. **Interest of Firm and Employees.** The District covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The District further covenants that in the performance of this Contract, no person having any such interest shall be employed.

MEMORANDUM OF AGREEMENT

TO: ECONOMIC DEVELOPMENT ADMINISTRATION
Austin Regional Office
903 San Jacinto, Suite 206
Austin, Texas 78701

Re: Project No. 08-01-05128

Gentlemen:

I, Scott Norton, Executive Director/CEO of TexAmericas Center, a political subdivision of the State of Texas, do hereby certify that I have been duly authorized to execute this Memorandum of Agreement.

TexAmericas Center does hereby agree that the Professional Services Agreement by and between TexAmericas Center and the Ark-Tex Council of Governments regarding the administration of the above-referenced project has been approved by the Board of Directors of TexAmericas Center to have a retroactive date of September 30, 2016.

Respectfully submitted,

Scott Norton, Executive Director/CEO

Date: _____, 2020



RESOLUTION NO. 20201027-06

RESOLUTION AUTHORIZING THE EXECUTION OF THE DESIGN-BUILD AMENDMENT, AIA DOCUMENT A141-2014 EXHIBIT "A" TO THE AGREEMENT BETWEEN TEXAMERICAS CENTER AND MW BUILDERS, INC. FOR THE CONSTRUCTION OF A WAREHOUSE BUILDING UPON TEXAMERICAS CENTER PROPERTY-EAST CAMPUS, AND AUTHORIZING CHANGE ORDERS BY THE EXECUTIVE DIRECTOR/CEO OF TEXAMERICAS CENTER

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, the Board of Directors of TexAmericas Center authorized the execution of a Contract between TexAmericas Center and MW Builders, Inc. for the design and construction of a warehouse building upon TexAmericas Center Property-East Campus by Resolution passed and approved on the 25th day of August, 2020; and

WHEREAS, the Design Phase of the Contract has been substantially completed; and

WHEREAS, MW Builders, Inc. has submitted its proposed Design-Build Amendment for the actual construction of the warehouse facility at a specified price of \$7,958,200.00; and

WHEREAS, it is customary that during the course of construction building, changes may be necessary to the Design-Build Amendment for additional work, or for decreased work, and/or for both; and

WHEREAS, it is desirable that the Executive Director/CEO of TexAmericas Center be given authority to make Change Orders to the work in order to not delay construction of the warehouse facility;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That TexAmericas Center execute the Design-Build Amendment, AIA Document A141-2014 Exhibit "A" establishing a construction cost for the warehouse facility of \$7,958,200.00, a copy of said Design-Build Amendment being attached hereto as **Exhibit "A"**; and

2. That Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute the Design-Build Amendment on behalf of TexAmericas Center; and

3. That Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby given authority to negotiate, authorize and execute change orders to the Design-Build Amendment in an amount not to exceed 10% of the Design-Build Amendment Contract Price with the written approval of said Change Orders by the Executive Committee of the Board of Directors; and

4. That Scott Norton, Executive Director/CEO of TexAmericas Center shall disclose to the full Board of Directors of TexAmericas Center each Change Order authorized and executed by him at the next succeeding meeting of the full Board of Directors of TexAmericas Center.

PASSED and APPROVED this 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Design-Build Amendment-Exhibit "A"



AIA[®] Document A141[™] – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141[™]-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 17th day of September in the year 2020 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

TAC-East SPEC Duke West I
580 Elm Circle
Hooks, Texas 75561

THE OWNER:
(Name, legal status and address)

TexAmericas Center
107 Chapel Lane
New Boston, Texas 75570

THE DESIGN-BUILDER:
(Name, legal status and address)

MW Builders, Inc.
5920 Windhaven Pkwy, Ste. 110
Plano, Texas 75093

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below
(Paragraphs deleted)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be seven million nine hundred fifty eight thousand two hundred dollars (\$ 7,958,200), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

(Paragraph deleted)

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid.

Init.

Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

(Paragraphs deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 31 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

(Paragraph deleted)

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than

(Paragraphs deleted)

Init.

two hundred forty three (243) days from whichever of the following happens last; the execution of this amendment, notice to proceed with construction, receipt of building permit and any other government approvals required to commence construction activities.

(Paragraphs deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the Design-Builder's Proposal dated October 23, 2020.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraph deleted)

§ A.3.1.5 Allowances and Contingencies:

(Paragraphs deleted)

Refer to Design-Builder's Proposal dated October 23, 2020.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Refer to Design-Builder's Proposal dated October 23, 2020.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

Refer to Design-Builder's Proposal dated October 23, 2020.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Clint Watson

.2 Project Manager

Lance Flores

.3 Operations Manager

Charles Rombold

.4 Preconstruction Manager

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Bryan Hefley

§ A.4.2 The Design-Builder shall provide the Owner with the names, addresses, and a description of scope of services for Consultants, Subcontractors and suppliers within seven (7) days of engaging same.

(Paragraph deleted)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Scott Norton Executive Director/CEO
(Printed name and title)

DESIGN-BUILDER *(Signature)*

Todd Winnerman, President
(Printed name and title)

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DESIGN-BUILDER'S PROPOSAL

TEXAMERICAS CENTER – TAC-EAST DUKE SPEC WEST 1
HOOKS, TX | OCTOBER 23, 2020

Proposal is based on a shell building (260' x 572' and 149,301 SF) and associated sitework. The building will be a 32' clear height (behind first column at speed bay), load bearing, tilt wall structure with freeze protection only and includes a remote water storage tank and pump house for the fire suppression system. This excludes all work associated with future tenant finish out.

PROPOSAL PRICING

Site and Shell Pricing Total **\$ 7,958,200.00**

ALTERNATES

1. Project site currently requires imported fill material. To balance, the site will need to be lowered a total of 2.5'. The earthwork savings to lower the project site FFE to balance it is \$315,000.00. Our team will work to redesign storm drainage to accomplish as much as feasible. The deduct to lower the site per 1/10th of a foot is \$12,600. All additional costs to accomplish this will be deducted from the savings. This would include the new road crossing at the south end of Elm Circle and any other required changes to the storm piping. **TBD**

DIVISION 1 | GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

1. Proposal is based on the permit drawings outlined in the exhibit. Proposal does not include any permit comments or revisions required from plan review or review of Fire Marshall.
2. Excludes architectural, civil, structural, and MEP design. This scope and associated costs are part of the previously executed design agreement.
3. Includes fire suppression design.
4. Includes Geotechnical Investigation and Report.
5. Includes laboratory testing and site observations for earthwork. Excludes material testing and site observations for other trades, including concrete and structural steel.
6. Excludes all offsite work not specifically mentioned in these clarifications or permit documents. Including road extensions or replacement, traffic signals, offsite drainage channels, culvert improvements and any other utility extensions to the property.
7. Excludes upgrades or repairs to the existing adjacent roads and incoming roads to the project site due to construction traffic. There will be a substantial amount of heavy loaded traffic in and out of the project site. If roads are damaged to improper use, they will be repaired.
8. Excludes all site work associated with Buildings 2 or 3, as indicated on the provided Conceptual Site Layout.
9. Includes topographical survey.
10. Excludes building permit fees, impact fees and tap fees. It is assumed that to be By Owner.
11. Includes builder's risk insurance.
12. Excludes environmental permitting, TCEQ permitting and all related requirements.
13. Includes SWPPP for the project limits and NOI.
14. Proposal is based on having clean access to the entire property.
15. Excludes Factory Mutual requirements.
16. Includes bond.
17. Excludes COMcheck.
18. Excludes sales tax.
19. Excludes LEED certification.



DESIGN-BUILDER'S PROPOSAL

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20. Excludes full traffic impact analysis, phase 1 environmental, sound study, wetlands studies and all other studies not specifically listed as being included in this proposal.
21. Includes an **Allowance of \$150,000** for Owner Contingency. This will only be used for Owner directed and approved change orders. This allowance would include all overhead, markup, insurance and bond.
22. *NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, MW Builders will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if MW Builders or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed contract, we intend to seek additional costs associated with the suspension.*

DIVISION 2 | SITE CONSTRUCTION

EARTHWORK

1. Includes general cut/fill earthwork to establish subgrade for the building and pavements, per geotechnical recommendations provided by Rone Engineering.
2. Includes moisture conditioning and recompaction of existing soils at pavement subgrades, per geotechnical recommendations provided by Rone Engineering.
3. Includes stripping of topsoil.
4. Includes preparation of building pad per geotechnical report requirements. Over excavation of on-site soils, moisture conditioning and recompacting per the geotechnical recommendations.
5. Includes import of offsite fill material to balance site. See alternate for lowering the site.
6. All excess topsoil and spoils to be left on the adjacent site as agreed on by owner. All debris to be removed from the site.
7. Excludes rock excavation that is not diggable with standard equipment.
8. Excludes imported or amended topsoil.
9. Excludes site retaining walls.
10. Excludes removal of buried debris not previously identified.
11. Excludes demolition, removal or re-direction of underground site utilities not previously identified.
12. Excludes testing for and removal of hazardous materials.
13. Excludes removal of unexploded ordinance. Contractor will follow Owner established notification requirements upon discovery of unexploded ordinance.
14. Excludes all work associated with re-establishment of vegetation in future phases of the property previously cleared by the owner in a separate agreement with a third-party contractor.

SITE UTILITIES / STORM DRAIN

1. Includes sanitary sewer piping extending from center of building to existing sewer main at Oak Street.
2. Includes 2" domestic water piping extending from center of building to existing water main at Oak Street.
3. Includes fire water distribution piping extending from existing water main at the north property line to a water storage tank. The flow tests completed on the existing water main indicate that the current flow rate is not adequate to support the building. A water storage tank, with remote fire pump to charge the fire line, is required to meet the building demands.
4. Includes utilization of existing fire hydrants and additional, new hydrants to satisfy fire requirements.
5. Includes building mounted FDC.
6. Includes tapping and setting of domestic water and irrigation meters provided by owner.
7. Excludes utility costs for electric power. This cost is typically revenue justified. Excludes all costs with modification or removal of overhead power line, upgrades of 3 phase power and removal and replacing guy wire as required for storm sewer installation.



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8. Includes gas service to the building from the gas company provided and installed gas meter. Excludes all costs from gas provider for bringing gas to the site. Proposal is based on utilizing high pressure gas to be installed on the roof.
9. Includes storm sewer piping on east side of building for drainage of storm water on site to the new detention pond located to the north.
10. Includes culverts at drive entrances and at Elm Circle road crossing.
11. Includes cutting and patching of existing asphalt road for culvert crossing at Elm Circle to match existing.
12. Excludes detention. It is our understanding the owner is working on a regional detention pond that will satisfy all requirements for regional detention and this work and cost is not part of the design or construction of this project.
13. Includes riprap as indicated on the storm sewer drainage drawings.
14. Excludes removal of storm culverts at existing crossing at Elm Circle.
15. Includes removal of existing abandoned water line within the building footprint. Water line to be capped at north and south property lines.
16. Includes crushing and filling the existing abandoned sanitary sewer manholes at the east edge of the project site.
17. Excludes underground collection of roof drains. Roof drains to sheet drain on paving.
18. Excludes moving, relocating and/or modifying existing utilities not identified in these documents or scope of work.
19. Excludes design work, studies and improvements related to the capacity of downstream drainage channel and associated culverts.

SITE CONCRETE / ASPHALT PAVEMENT / MARKINGS

1. Includes 5" thick light duty concrete paving at automobile drives and parking. Light duty concrete to be 3,600 psi over moisture conditioned soil per the geotechnical report recommendations and reinforced with #3 bar at 18" o.c.e.w.
2. Includes 6" thick medium duty concrete paving at south auto drive. Medium duty concrete to be 3,600 psi over moisture conditioned soil per the geotechnical report recommendations and reinforced with #3 bar at 18" o.c.e.w.
3. Includes 7" thick heavy duty concrete paving at truck drives and truck court. Heavy duty concrete to be 3,600 psi over moisture conditioned soil per the geotechnical report recommendations and reinforced with #3 bar at 18" o.c.e.w.
4. Includes pavement markings and ADA signage.
5. Includes sidewalk access at employee parking and stoops at exterior fire exit doors.
6. Excludes city sidewalks at property line.
7. Includes transformer pads.
8. Includes water storage tank and remote pump house pad.

LANDSCAPING & IRRIGATION

1. Includes sodded grass areas at west and south side of building and at islands, as indicated in the Permit landscaping drawings.
2. Includes trees as indicated in the Permit landscaping drawings.
3. Includes decomposed granite between sidewalk and building at north, south and west sides of the building.
4. Irrigation design to be by Landscape contractor. Permanent irrigation to be provided in sodded areas only.
5. Irrigation sleeves locations, size and quantity to be determined by Landscape contractor design.
6. Includes water until establishment of landscaping.

FENCES & GATES

1. Excludes all fencing and gates.



DESIGN-BUILDER'S PROPOSAL

TEXAMERICAS CENTER – TAC-EAST DUKE SPEC WEST 1

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SITE AMENITIES

1. Includes required ADA markings and signs.
2. Includes monument sign.
3. Excludes dumpster enclosure.
4. Excludes decorative site items. Including, but not limited to, bike racks, light bollards and flag poles.
5. Excludes dock screening.

DIVISION 3 | CONCRETE

CONCRETE

1. Includes shallow spread footing and continuous footing foundations.
2. Excludes piers.
3. Includes 7" thick, 4,000 psi concrete slab on grade, with #3 reinforcing bar spaced at 18" o.c.e.w. Slab on grade subgrade per the provided geotechnical report recommendation.
4. Excludes rock under slab on grade.
5. Includes load bearing, uninsulated concrete tilt-wall panels at the building perimeter.
6. The floor slab will be utilized for casting beds to the greatest extent possible. Holes required for this process will be patched and cleaned after tilt-wall panels are erected.
7. Excludes architectural form liner at the tilt panels.
8. Includes 15mil poly vapor barrier under slab on grade.

DIVISION 4 | MASONRY

MASONRY

1. Excludes all masonry.

DIVISION 5 | METALS

STRUCTURAL STEEL / METAL FABRICATIONS

1. Includes steel columns, beams, joists/girders and anchor bolts.
2. Building structure will provide for 32' clear height inside the first girder from each dock wall.
3. Includes galvanized and primed white metal roof deck.
4. Excludes additional roof loading for tenant equipment.
5. Includes embeds for structural steel to concrete structure attachments.
6. Includes galvanized downspout protectors.
7. Includes galvanized dock stairs.
8. Includes bollards at drive in doors, dock stairs, around transformer and at bottom of drive in ramp rails.
9. Guard rails at drive-in ramps.
10. Roof access ladder.

DIVISION 6 | WOODS & PLASTICS

ROUGH CARPENTRY

1. Includes roof blocking and plywood telephone boards in electric and fire pump rooms.

ARCHITECTURAL WOODWORK

1. Excludes Finished Carpentry.



DESIGN-BUILDER'S PROPOSAL

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DIVISION 7 | THERMAL & MOISTURE PROTECTION

THERMAL PROTECTION, WEATHER BARRIERS, AIR BARRIERS

1. Excludes insulation of below grade foundations and slab.
2. Excludes stick-pin insulation at exterior tilt panels.

ROOFING, SHEET METAL ROOFING, FLASHING & TRIM, ROOF HATCH

1. Roofing includes:
 - a. 45mil TPO roof membrane, mechanically fastened, white color.
 - b. Includes 2 layers polyisocyanurate roof insulation, providing a total R value of R-20.5.
 - c. Includes prefinished sheet metal gutters and downspouts for roof drainage. Downspouts to daylight onto paving and green space.
 - d. Includes prefinished sheet metal coping cap at tilt wall panel parapets.
 - e. Includes one roof access ladder and roof hatch.
 - f. Includes 15yr NDL roof warranty.
 - g. Excludes skylights.

APPLIED FIREPROOFING, FIRESTOPPING & JOINT SEALANTS

1. Includes joint sealants at concrete paving.
2. Includes joint sealant at hollow metal frames.
3. Includes joint sealant with backer rod at interior and exterior tilt-wall panel joints.
4. Excludes joint sealants at the slab on grade. This will be part of tenant finishes.
5. Includes (1) coat of Ashford at concrete slab on grade.

DIVISION 8 | DOORS & WINDOWS

DOORS/FRAMES/HARDWARE

1. Includes insulated hollow metal doors, frames and hardware at exterior doors.
2. Excludes card readers and door access control.

GLASS AND GLAZING

1. Includes storefront glazing, door and frame at the main office entries per the Floor Plan and elevations.
2. Excludes panic devices for aluminum doors.
3. Excludes spandrel glass.
4. Includes aluminum framed clerestory windows to provide natural light into the building.

SPECIAL DOORS

1. Includes 2ea 12'x14' insulated, motorized overhead doors.
2. Includes 31ea 9'x10' insulated, manual overhead doors.
3. Includes Z guards at overhead dock doors.
4. Includes dock bumpers.

DIVISION 9 | FINISHES

DRYWALL AND CEILING ASSEMBLIES

1. Includes full height demising wall at the fire riser / electric room.
2. Excludes framing and drywall for all other warehouse demising walls and interior office spaces.

FLOORING - TILE, RESILIENT, CARPET

1. Exclude all floor finishes.



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PAINTING

1. Includes medium texture and paint on the exterior face of tilt wall panels.
2. Excludes painting interior building steel structure.
3. Includes painting the HM doors and frames.
4. Includes painting of steel columns to 10'-0" AFF.
5. Includes painting of bollards, roof ladder and other miscellaneous ungalvanized steel.
6. Excludes painting on the interior face of tilt wall panels.
7. Excludes floor striping.
8. Excludes painting of MEP and fire sprinkler piping and/or conduit.

DIVISION 10 | MISCELLANEOUS SPECIALTIES

SPECIALTIES

1. Includes fire extinguishers with mounting brackets throughout the facility to meet the fire code minimum requirements.
2. Includes code minimum signage needed to obtain Certificate of Occupancy or Temporary Certificate of Occupancy.
3. Includes Knox Box at fire riser room for Fire Department access.
4. Includes branded TexAmericas logo cast into concrete tilt panel and painted the branded color.
5. Excludes exterior building signage.

DIVISION 15 | FIRE SPRINKLER, PLUMBING & HVAC

FIRE PROTECTION SYSTEMS

1. Includes design and install of standard ESFR fire sprinkler system with K-16.8 heads. This system will provide coverage for Class 1-4 commodities stored up to 30' tall.
2. Includes 135,000 gallon above ground, uninsulated, unheated water storage tank and remote 2,000 gpm electric fire pump to supply the site private mains, private hydrants and building sprinkler demand.
3. Includes schedule 10 and 7 pipe for main and branch lines as allowed by code.
4. Excludes coverage for all high hazard products such as Group A plastics and/or foam.

PLUMBING SYSTEMS

1. Includes under slab sanitary sewer trunk line to serve future office spaces.
2. Includes domestic water line stubbed into the fire riser room for future tenant connection.
3. Includes gas piping run on the roof for connection to gas fired unit heaters inside the building.
4. Excludes internal roof drains.

HVAC SYSTEMS

1. Includes gas fired unit heater for fire riser room freeze protection.
2. Includes gas fired unit heaters for freeze protection at warehouse space.
3. Includes electric unit heater for freeze protection in remote fire pump house.
4. Excludes smoke evacuation.

DIVISION 16 | ELECTRICAL, COMMUNICATIONS & DATA, ELECTRONIC SAFETY & SECURITY

ELECTRICAL

1. Includes 1600A electrical service with house panel and conduits for future tenant use.
2. Transformer to be located by MW Builders in a location that is most economical. Includes primary conduit and secondary conduit & conductors.
3. Aluminum conductors to be used for feeders as allowed by code.



DESIGN-BUILDER'S PROPOSAL

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4. Includes building mounted LED site lighting.
5. Includes riser monitoring only for fire alarm
6. Includes 1ea LED high-bay light fixture per bay at speed bay only.
7. Includes 1ea LED high-bay light fixture at each office entry.
8. Excludes backup generator and UPS systems.
9. Excludes setting MDP panels and distribution for tenant improvements.
10. Excludes grounding loop and lightning protection.

PLANS AND SPECIFICATIONS

CIVIL SHEET LIST: PREPARED BY PACHECO KOCH FOR 10/21/2020 PERMIT SUBMITTAL

SHEET # - DESCRIPTION

- C0.1 PRIVATE GENERAL NOTES
- C1.1 DIMENSIONAL CONTROL PLAN
- C2.1 GRADING PLAN
- C3.1 EXISTING DRAINAGE AREA MAP
- C3.2 PROPOSED DRAINAGE AREA MAP
- C4.1 STORM SEWER PLAN
- C4.2 HYDRAULIC CALCULATIONS
- C4.3 PRIVATE STORM DETAILS
- C5.1 WATER & WASTEWATER PLAN
- C5.2 PRIVATE UTILITY DETAILS
- C6.1 PAVING PLAN
- C7.1 EROSION CONTROL PLAN
- C7.2 EROSION CONTROL DETAILS
- CIVIL SPECIFICATIONS MANUAL

LANDSCAPE SHEET LIST: PREPARED BY NORRIS DESIGN FOR 10/21/2020 PERMIT SUBMITTAL

SHEET # - DESCRIPTION

- L1.00 LANDSCAPE NOTES AND PLANT LIST
- L1.01 LANDSCAPE DETAILS
- L1.10 LANDSCAPE PLAN
- L1.11 LANDSCAPE PLAN

ARCHITECTURAL SHEET LIST: PREPARED BY GBA FOR 10/21/2020 PERMIT SUBMITTAL

SHEET # - DESCRIPTION

- A0.01 SYMBOLS, ABBREVIATIONS, & DISCLAIMER
- A0.02 CODE ANALYSIS & LIFE SAFETY PLAN
- A0.03 WALL TYPES & TYP. DETAILS
- A0.04 UL DETAILS
- A1.01 OVERALL SITE PLAN



DESIGN-BUILDER'S PROPOSAL

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A1.10 OVERALL BUILDING PLAN
A1.11 ENLARGED BUILDING PLAN - AREA A
A1.12 ENLARGED BUILDING PLAN - AREA B
A1.13 ENLARGED BUILDING PLAN - AREA C
A1.14 ENLARGED BUILDING PLAN - AREA D
A2.01 OVERALL ROOF PLAN
A3.01 EXTERIOR ELEVATIONS
A3.02 ENLARGED EXTERIOR ELEVATIONS
A4.01 WALL SECTIONS
A4.02 WALL SECTIONS
A5.01 DETAILS
A5.02 DETAILS
A5.03 PUMPHOUSE DETAILS
A5.04 PUMPHOUSE DETAILS
A6.01 DOOR SCHEDULE
A6.02 DOOR & WINDOW DETAILS
A6.03 DOOR DETAILS
A6.04 WINDOW TYPES

STRUCTURAL SHEET LIST: PREPARED BY BSE FOR 10/21/2020 PERMIT SUBMITTAL

SHEET # - DESCRIPTION

S0.0 GENERAL NOTES
S0.1 GENERAL NOTES
S0.2 BUILDING SECTION
S0.3 OVERALL PLAN
S1.1 FOUNDATION PLAN – AREA 1
S1.2 FOUNDATION PLAN – AREA 2
S2.1 ROOF FRAMING PLAN – AREA 1
S2.2 ROOF FRAMING PLAN – AREA 2
S3.1 TYPICAL FOUNDATION DETAILS
S3.2 FOUNDATION DETAILS
S4.1 TYPICAL FRAMING DETAILS
S4.2 FRAMING DETAILS
T1.1 TILT PANEL PLAN – AREA 1
T1.2 TILT PANEL PLAN – AREA 2
T2.1 TILT PANEL ELEVATIONS
T2.2 TILT PANEL ELEVATIONS
T3.1 TILT TICKETS
T4.1 TILT DETAILS



DESIGN-BUILDER'S PROPOSAL

TEXAMERICAS CENTER – TAC-EAST DUKE SPEC WEST 1
HOOKS, TX | OCTOBER 23, 2020

MECHANICAL SHEET LIST: PREPARED BY GBA FOR 10/21/2020 PERMIT SUBMITTAL

SHEET # - DESCRIPTION

MH0.00 MECHANICAL HVAC SYMBOLS AND ABBREVIATIONS
MH1.00 MECHANICAL HVAC CONSTRUCTION PLAN
MH3.00 MECHANICAL HVAC DETAILS
MH4.00 MECHANICAL HVAC SCHEDULES
PL0.00 PLUMBING SYMBOLS AND ABBREVIATIONS
PL1.00 PLUMBING CONSTRUCTION PLAN
PL2.00 PLUMBING ISOMETRICS

ELECTRICAL SHEET LIST: PREPARED BY GBA FOR 10/21/2020 PERMIT SUBMITTAL

SHEET # - DESCRIPTION

E0.00 SYMBOLS, ABBREVIATIONS, GENERAL NOTES & LIGHT FIXTURE SCHEDULE
E0.01 ELECTRICAL RISER & ELECTRICAL DIAGRAMS
E0.02 LIGHT FIXTURE AND PANEL SCHEDULES
E0.03 SITE PLAN – LIGHTING PHOTOMETRICS
E1.10 OVERALL LIGHTING PLAN
E1.11 ENLARGED LIGHTING PLAN – AREA A
E1.12 ENLARGED LIGHTING PLAN – AREA B
E1.13 ENLARGED LIGHTING PLAN – AREA C
E1.14 ENLARGED LIGHTING PLAN – AREA D
E2.10 OVERALL POWER CONSTRUCTION PLAN
A9.00 ELECTRICAL DETAILS

GEOTECHNICAL REPORTS: PREPARED BY RONE ENGINEERING

Geotechnical Engineering Report, Project No. 20-24623, 10/2020





RESOLUTION NO. 20201027-07

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A NEW INDUSTRIAL LEASE AGREEMENT FOR SPACE AT 133 MILLER STREET, NEW BOSTON, TX 75570 TO KBR WYLE SERVICES, LLC.

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, KBR Wyle Services, LLC contacted TexAmericas Center to seek a lease arrangement for warehouse space and related facilities at 133 Miller Street, New Boston, TX 75570 ; and

WHEREAS, the parties have come to the attached terms of agreement for said lease.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached lease; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of KBR Wyle Services, LLC to negotiate this lease as well as to locate its business operations, create jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: New Industrial Lease Agreement



RESOLUTION NO. 20201027-08

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A NEW LEASE AGREEMENT FOR STORAGE SPACE OF PPE AT 228 TEXAS AVENUE, SUITE D, NEW BOSTON, TX 75570 TO BOWIE COUNTY

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Bowie County contacted TexAmericas Center to seek a lease arrangement for storage space of PPE at 228 Texas Avenue, Suite D, New Boston, TX 75570; and

WHEREAS, the parties have come to the attached terms of agreement for said lease.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO shall be and he is hereby authorized to execute the attached lease; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Bowie County to negotiate this lease,

PASSED AND APPROVED THIS 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Lease Agreement



RESOLUTION NO. 20201027-09

**RESOLUTION EXPRESSING
OFFICIAL INTENT TO REIMBURSE
COSTS OF PROJECTS**

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center (the "Issuer") is a duly created governmental body of the State of Texas; and

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the project described on Exhibit "A" hereto (the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TEXAMERICAS CENTER THAT:

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$25,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property with respect to which such expenditures were made is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

PASSED AND APPROVED THIS 27th day of October, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Exhibit "A"

Exhibit “A”

Project Description

Projects include acquisition of rail lines, rail spurs and related land sites, and renovation, rehabilitation, remediation, expansion, reconfiguration, and/or repurposing of existing land and building sites, or construction of new facilities, for the following purposes:

- manufacturing and industrial facilities;
- research and development facilities;
- transportation facilities, including airports, hangars, railports, rail switching facilities, maintenance and repair facilities, cargo facilities, related infrastructure located on or adjacent to an airport or railport facility, marine ports, inland ports, mass commuting facilities, and parking facilities;
- sewage or solid waste disposal facilities;
- recycling facilities;
- air or water pollution control facilities;
- facilities for furnishing water to the public;
- distribution centers;
- small warehouse facilities capable of serving as decentralized storage and distribution centers;
- primary job training facilities for use by institutions of higher education;
- regional or national corporate headquarters facilities;
- streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements;
- telecommunications and Internet improvements; or
- any other purpose authorized pursuant to Chapter 3503, Texas Special District Local Laws Code, as now existing or hereafter amended.