

NOTICE OF PUBLIC MEETING



MARCH 23, 2021 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. 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. Executive
7. Consent Agenda:
 - a. Approve Minutes of Board Meeting from February 23, 2021
 - b. Approve Check Book Register and Deposit Summary from February 19, 2021 – March 18, 2021.
 - c. Consider and take action upon **Resolution #20210323-01 authorizing the Executive Director/CEO to execute a non-exclusive listing agreement with Gerald Haire Realty.**
8. Report regarding regional water.

9. Consider and take action upon **Resolution #20210323-02** authorizing the Executive Director/CEO **to execute or amend contracts for purchase of insurance with Conner and Duffer through Travelers or its affiliates to cover related aspects of TexAmericas Center Operations not to exceed \$314,345.00.**
10. Consider and take action upon **Resolution #20210323-03** authorizing the Executive Director/CEO to amend the Personnel Policy Manual.
11. Consider and take action upon **Resolution #20210323-04 Terminating Delegation of Financial Authority to the Controller.**
12. Consider and take action upon **Resolution #20210323-05 Delegating Financial Authority to the Vice President of Finance.**
13. Consider and take action upon **Resolution #20210323-06** authorizing the Executive Director/CEO **to execute the Department of Commerce's Economic Development Administration for Public Works and Economic Adjustment Assistance Programs Grant.**
14. Consider and take action upon **Resolution #20210323-07** authorizing the Executive Director/CEO **to execute a lump sum contract with AX'EM Timber Services, Inc. for forest products upon Pit Road on TAC-East Campus.**
15. Consider and take action upon **Resolution #20210323-08** authorizing the Executive Director/CEO **to execute a lump sum contract with AX'EM Timber Services, Inc. for forest products upon Dip Road on TAC East Campus.**
16. Consider and take action upon **Resolution #20210323-09** authorizing the Executive Director/CEO **to execute a new industrial lease with Woodfield, Inc. for office and storage space at 125 Austin Street, Hooks, TX 75561 upon TexAmericas Center-East Campus.**
17. Consider and take action upon **Resolution #20210323-10** authorizing the Executive Director/CEO **to execute a license agreement to use designated property upon the TAC-East campus, Hooks, TX 75561 to Expansion Industries LLC.**
18. Consider and take action upon **Resolution #20210323-11** authorizing the Executive Director/CEO **to execute a license agreement for inhabited buildings restricted area upon the TAC-East campus, Hooks, TX 75561 to Expansion Industries LLC.**
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
 - e. Vice President of Finance 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.



EXECUTIVE COMMITTEE MEETING MINUTES

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

**MARCH 18, 2021
12:00 P.M.**

The Executive Committee of TexAmericas Center Board of Directors met to conduct business on the date and time listed above.

1. Jim Roberts called the meeting to order at 12:03 p.m.
2. **Directors and Staff in Attendance were:**
Jim Roberts Denis Washington Ben King Gabe Tarr Scott Norton
Wes Jordan Marla Byrd
3. Considered and took action to approve Minutes from February 16, 2021 Committee Meeting. A motion was made by Denis Washington and seconded by Ben King. The motion carried unanimously by voice vote.
4. Scott Norton led a discussion on status of the SPEC Building. Will bring Change Order #8 to the board this month requesting additional days to complete work due to rain days at zero cost. Those numbers are being finalized now with MW Builders.
5. Scott Norton led a discussion of Legislative Request for the 87th Texas Legislative Session. SB 479 Assigned to Senate Committee on Local Government; HB 1414 Assigned to House Committee on County Affairs.
6. Scott Norton led a discussion to consider recommending the EDA Grant to the Board of Directors. Awarded EDA Funds: \$864,550; Match: \$216,138 Total: \$1,080,688. Grant money to be used to replace crossover and switches on rail. A motion was made by Gabe Tarr and seconded by Denis Washington to recommend EDA Grant and Matching Funds to the full Board for Approval. The motion carried unanimously by voice vote.
7. Scott Norton led a discussion regarding recommending Personnel Policy Manual changes and new job descriptions to the Board of Directors. All job descriptions/changes related to Third Party Logistics. A motion was made by Denis Washington and seconded by Ben King to recommend changes to the full Board for approval. The motion carried unanimously by voice vote.
8. Scott Norton led a discussion to consider making a recommendation to the Board of Directors on the organization's insurance policy. Conner and Duffer (collaborating with Offenhauser) is the sole proposal received thus far. A motion was made by Gabe Tarr and seconded by Denis Washington to recommend Conner and Duffer's proposal to the full board unless another proposal(s) is received for consideration before the board meeting. The motion carried unanimously by voice vote.

9. A motion was made by Gabe Tarr and seconded by Denis Washington to adjourn to Executive Session at 12:30 p.m. pursuant to the following Sections. The motion carried unanimously by voice vote.
 - a. Section 551.071 of the Texas Government Code; Consultation with Attorney
 - 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
10. A motion was made by Gabe Tarr and seconded by Ben King at 1:23 p.m. to reconvene to Open Session. The motion carried unanimously by voice vote.
11. With no other business to discuss, a motion was made by Ben King and seconded by Gabe Tarr to adjourn the meeting at 1:24 p.m. The motion carried unanimously by voice vote.



MINUTES

The Board of Directors of TexAmericas Center met to conduct business at 11 Chapel Lane, Suite B, New Boston, TX 75570 via conference call on February 23, 2021.

1. The Reflection was led by Scott Norton.
2. Jim Roberts called the meeting to order at 12:05 p.m., certifying the meeting was properly posted, being held in accordance with the Texas Open Meetings Act and that a quorum was present.

3. **Directors in Attendance by roll call were:**

Jimmy Howell	Craig McDuffie	Marc Reiter	Jim Roberts
Steve Mayo	Gabe Tarr	Kevin Avery	Ben King
Justin Powell	Denis Washington	Fred Norton	Fred Meisenheimer

Directors Absent by roll call were:

Ron Collins	Tim Ketchum	Steven Seals
-------------	-------------	--------------

Staff and Others in Attendance by roll call were:

Scott Norton	Marla Byrd	Jeff Whitten	Eric Voyles
John Moran	John Sesler	Holly Sleek	Wes Jordan Jordan Law Firm
Judge James Carlow Visitor	Kyle Dooley RWRD	Troy Lemons Holliday, Lemons & Cox, P.C.	

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. Environmental
 - b. Infrastructure/Real Estate, Marketing & Business Development
 - c. Investment/Finance
 - d. Executive

There were no additional comments noted in addition to the minutes provided in the board packet.

7. A motion was made by Ben King and seconded by Denis Washington to approve the items listed under the Consent Agenda. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote. Those items were:
 - a. Approved Minutes of Board Meeting from January 26, 2021

- b. Approved Check Book Register and Deposit Summary from January 21, 2021 – February 18 2021.
 - c. Considered and took action upon **Resolution #20210223-01** approving the **Fiscal Year 2021 1st Quarter Scrap and Timber Sales Report**.
 - d. Considered and took action upon **Resolution #20210223-02** approving the **Fiscal Year 2021 1st Quarter Investment Report**.
8. Kyle Dooley, Executive Director with Riverbend Water Resources District, provided a report regarding regional water.
 9. Considered and took action upon **Resolution #20210223-03** approving the **Fiscal Year 2021 1st Quarter Financials**. Troy Lemons with Holliday, Lemons & Cox, P.C., presented the FY2021 1st Qtr. Financials. 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.
 10. Considered and took action upon **Resolution #20210223-04** approving a **First Amendment to a Payment in Lieu of Taxes (PILOT) Policy for Tenants Leasing Property from TexAmericas Center**. A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by each direction in attendance. Each director voted yes. The motion carried unanimously by voice vote.
 11. Considered and took action upon **Resolution #20210223-05** approving **an amendment to a Payment in Lieu of Taxes (PILOT) Agreement for Tenants Leasing Property from 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.
 12. Staff Reports:
 - a. Scott Norton provided the Executive Director/CEO Report, specifically updating the Board regarding the Change Orders 1,2 & 3 previously issued on the Spec Building and the new Change orders 4, 5 & 6 being provided to the Board for the first time.
 - b. Eric Voyles provided the Executive Vice President/CEDO Report.
 - c. Jeff Whitten provided the Executive Vice President/COO Report.
 - d. John Sesler provided the Vice President of Logistics Report.
 - e. John Moran provided the Vice President of Finance Report.
 13. 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 Denis Washington to adjourn the meeting at 1:03 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 the TexAmericas Center Board of Directors meeting, February 23, 2021 were read and approved on March 23, 2021.

Denis Washington, Secretary

**TexAmericas Center
Check Register
February 19, 2021 - March 18, 2021**

Type	Date	Num	Name	Memo	Deposits	Payments
Liability Check	02/22/2021	E-pay	United States Treasury	Payroll Liability		12,118.58
Transfer	02/22/2021			Payroll/AP	200,000.00	
Liability Check	02/23/2021	EFT	InWest Retirement Solutions	Retirement		6,472.18
Deposit	02/23/2021			Deposit	13,645.79	
Check	02/23/2021	EFT	Regions	Credit Card		850.00
Liability Check	02/25/2021		QuickBooks Payroll Service	Payroll		28,399.55
Bill Pmt -Check	02/25/2021	18462	American United Life Insurance Company	Insurance		1,335.63
Bill Pmt -Check	02/25/2021	18463	Boston Hardware & Lumber	BLDG 116		67.99
Bill Pmt -Check	02/25/2021	18464	Bumper to Bumper	Vehicle & Equipment Maintenance		407.64
Bill Pmt -Check	02/25/2021	18465	Business Communications Systems, Inc.	Telephone		79.00
Bill Pmt -Check	02/25/2021	18466	Cardno, Inc.	Wetland Study		3,741.75
Bill Pmt -Check	02/25/2021	18467	Cintas Corp #197	Uniforms		35.00
Bill Pmt -Check	02/25/2021	18468	Colonial Life	Insurance		326.78
Bill Pmt -Check	02/25/2021	18469	Commercial Lighting Company	Supplies		760.97
Bill Pmt -Check	02/25/2021	18470	CoStar Realty Information, Inc.	Marketing		502.20
Bill Pmt -Check	02/25/2021	18471	Defense Finance and Accounting Services	Utilities		328.64
Bill Pmt -Check	02/25/2021	18472	Federal Express	Shipping		54.85
Bill Pmt -Check	02/25/2021	18473	Goff Heating & Air, Inc.	20 Cir Dr & 107 Chapel Lane		711.00
Bill Pmt -Check	02/25/2021	18474	Healthcare Express	Annual Physical- Alberto Jimenez		164.00
Bill Pmt -Check	02/25/2021	18475	Holliday, Lemons & Cox, P.C.	Accounting		2,890.00
Bill Pmt -Check	02/25/2021	18476	Hooks Tire Service	Vehicle Maintenance - New tires Unit #18		900.00
Bill Pmt -Check	02/25/2021	18477	Jimenez, Alberto "Beto"	Per Diem - Asbestos Training - Hurst, TX 3/1/21		91.50
Bill Pmt -Check	02/25/2021	18478	Jordan Law Firm, L.L.P.	Legal Services		14,191.80
Bill Pmt -Check	02/25/2021	18479	KnowBe4	Computer		1,647.00
Bill Pmt -Check	02/25/2021	18480	MW Builders	Duke West I Spec Building		1,028,810.10
Bill Pmt -Check	02/25/2021	18481	Randy's Smokehouse BBQ	Enviro Cmte Mtg		113.00
Bill Pmt -Check	02/25/2021	18482	Sesler, John	Per Diem		137.50
Bill Pmt -Check	02/25/2021	18483	Superior Vision of Texas	Insurance		247.65
Check	03/01/2021	EFT	Wright Express	Fuel		633.96
Deposit	03/03/2021			Deposit	9,228.01	
Liability Check	03/04/2021	EFT	United States Treasury	Payroll Liability		12,177.44
Bill Pmt -Check	03/04/2021	18484	AEP SWEPCO	Utilities		1,491.54
Bill Pmt -Check	03/04/2021	18485	Alpha Services, LLC	Reforestation- Lake Road Stand 2		2,155.50
Bill Pmt -Check	03/04/2021	18486	Arkansas Graphics	Marketing		253.02
Bill Pmt -Check	03/04/2021	18487	Bowie County Equipment	Equipment Maintenance		6,713.21
Bill Pmt -Check	03/04/2021	18488	Cooper Cleaning Service, LLC	Janitorial		1,200.00
Bill Pmt -Check	03/04/2021	18489	EDP Best Practices, LLC	Consulting		1,800.00
Bill Pmt -Check	03/04/2021	18490	Federal Express	Shipping		9.50
Bill Pmt -Check	03/04/2021	18491	France Publications, Inc.	Advertising		155.00
Bill Pmt -Check	03/04/2021	18492	Hooks Tire Service	Vehicle Maintenance		15.00
Bill Pmt -Check	03/04/2021	18493	Real Estate Publishing Corporation	Advertising		2,565.00
Bill Pmt -Check	03/04/2021	18494	Red River Lone Star Support Committee	Sponsorship		5,000.00
Bill Pmt -Check	03/04/2021	18495	Texarkana Tractor	Equipment Maintenance		100.00
Bill Pmt -Check	03/04/2021	18496	Transamerica Employee Benefits	Insurance		264.08
Bill Pmt -Check	03/04/2021	18497	Arkansas Graphics	Advertising		339.17
Bill Pmt -Check	03/04/2021	18498	Vinson & Elkins, LLP	Legal Services		39,445.00
Check	03/05/2021	EFT	Regions	Credit Card		823.36
Transfer	03/05/2021			Transfer from Guaranty Loan	1,192,946.35	
Deposit	03/08/2021			Deposit	27,497.16	
Liability Check	03/08/2021	EFT	InWest Retirement Solutions	Retirement		6,855.88
Liability Check	03/10/2021	E-pay	United States Treasury	Payroll Liability		12,108.52
Check	03/10/2021	EFT	Regions	Credit Card		436.06
Liability Check	03/10/2021	E-pay	United States Treasury	Payroll Liability		1,610.62
Liability Check	03/10/2021	EFT	InWest Retirement Solutions	Retirement		6,814.16
Liability Check	03/11/2021		QuickBooks Payroll Service	Payroll		28,240.87
Liability Check	03/11/2021		QuickBooks Payroll Service	Payroll		2,969.69
Check	03/11/2021	EFT	Regions	Credit Card		2,636.70

**TexAmericas Center
Check Register
February 19, 2021 - March 18, 2021**

Check	03/11/2021	EFT	Regions	Credit Card	139.84
Check	03/11/2021	EFT	Regions	Credit Card	2,311.90
Bill Pmt -Check	03/11/2021	18499	AEP SWEPCO	Utilities	494.79
Bill Pmt -Check	03/11/2021	18500	Airgas USA, LLC	Supplies	36.06
Bill Pmt -Check	03/11/2021	18501	Atlas Integrated	Computer	4,367.50
Bill Pmt -Check	03/11/2021	18502	Boston Hardware & Lumber	BLDG 116	12.49
Bill Pmt -Check	03/11/2021	18503	Bowie County	Insurance	14,290.78
Bill Pmt -Check	03/11/2021	18504	Bumper to Bumper	Vehicle Maintenance	23.48
Bill Pmt -Check	03/11/2021	18505	Chartwell Agency	Marketing	4,000.00
Bill Pmt -Check	03/11/2021	18506	Cintas Corp #197	Uniforms	178.10
Bill Pmt -Check	03/11/2021	18507	Conterra Networks	Telephone & Internet	1,511.08
Bill Pmt -Check	03/11/2021	18508	CoStar Realty Information, Inc.	Marketing	502.20
Bill Pmt -Check	03/11/2021	18509	Datacast, Inc.	Computer	891.86
Bill Pmt -Check	03/11/2021	18510	Halcyon Business Publications, INC	Advertising	6,250.00
Bill Pmt -Check	03/11/2021	18511	Madison Services, Inc.	Mowing	2,460.00
Bill Pmt -Check	03/11/2021	18512	McWilliams & Associates	Consulting	3,333.33
Bill Pmt -Check	03/11/2021	18513	MW Builders	Duke West I Spec Building	1,192,946.35
Bill Pmt -Check	03/11/2021	18514	Neon Cloud Productions LLC	Advertising	4,925.00
Bill Pmt -Check	03/11/2021	18515	Riverbend Water Resources District	Utilities	120.00
Bill Pmt -Check	03/11/2021	18516	Texarkana Chamber of Commerce	Sponsorship	810.00
Bill Pmt -Check	03/11/2021	18517	Texarkana Gazette	Advertising	26.40
Bill Pmt -Check	03/11/2021	18518	Thomas & Thomas PLLC	Accounting	8,900.00
Bill Pmt -Check	03/11/2021	18519	Voyles, Eric	Expense Reimb. from Raleigh, NC - Baggage	30.00
Bill Pmt -Check	03/11/2021	18520	Waste Management	Waste Management	861.88
Bill Pmt -Check	03/11/2021	18521	Xerox Corp	Copier	505.20
Check	03/11/2021	EFT	Regions	Credit Card	547.21
Check	03/11/2021	EFT	Regions	Credit Card	7,240.92
Deposit	03/15/2021			Deposit	78,236.54
Liability Check	03/16/2021	EFT	InWest Retirement Solutions	Retirement	1,342.81
Liability Check	03/16/2021	E-pay	United States Treasury	Payroll Liability	1,981.76
Liability Check	03/16/2021	EFT	InWest Retirement Solutions	Retirement	1,770.00
Liability Check	03/17/2021		QuickBooks Payroll Service	Payroll	3,514.62
Bill Pmt -Check	03/18/2021	18522	Ameritas	Insurance	718.80
Bill Pmt -Check	03/18/2021	18523	Bowie County Equipment	Equipment Maintenance	7,792.46
Bill Pmt -Check	03/18/2021	18524	Bumper to Bumper	Vehicle Maintenance	35.27
Bill Pmt -Check	03/18/2021	18525	Business Communications Systems, Inc.	Telephone	79.00
Bill Pmt -Check	03/18/2021	18526	Cintas Corp #197	Uniforms	35.00
Bill Pmt -Check	03/18/2021	18527	Commercial Lighting Company	Supplies	931.97
Bill Pmt -Check	03/18/2021	18528	Global Site Location Industries	Advertising	2,400.00
Bill Pmt -Check	03/18/2021	18529	Guaranty Bank & Trust	Loan Interest	6,273.95
Bill Pmt -Check	03/18/2021	18530	Julie's Deli	March Board Meeting	509.25
Bill Pmt -Check	03/18/2021	18531	Texarkana Concrete Construction	Area D 556 Elm	8,968.00
Bill Pmt -Check	03/18/2021	18532	Verizon	Telephone	572.73



RESOLUTION NO. 20210323-01

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO ENTER INTO A NON-EXCLUSIVE LISTING AGREEMENT WITH GERALD HAIRE REALTY

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, it is the desire of the TexAmericas Center Board of Directors to engage local real estate professionals in the process of economic redevelopment and real estate sales and marketing of TexAmericas Center-owned property; and

WHEREAS, local real estate professionals were invited to tour the TexAmericas Center facility, offer input on the marketing of the property and expressed interest in participating in marketing activities; and

WHEREAS, the dialogue with the local real estate professionals and TexAmericas Center staff produced a consensus agreement for non-exclusive marketing and sales support (attached);

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 agreement with Gerald Haire Realty.

PASSED and APPROVED this 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Non-Exclusive Listing Agreement

**NON-EXCLUSIVE
LISTING AGREEMENT
FOR SALE OR LEASE**

Date: 3-15-2021

Owner: TexAmericas Center, a political subdivision of the State of Texas

Owner's Mailing Address, Telephone, Facsimile Numbers and Email Address:

TexAmericas Center
107 Chapel Lane
New Boston, Texas 75570
Telephone: 903-223-9841
Facsimile: 903-223-8742
Eric.Voyles@TexAmericasCenter.com

Broker: Burt Clem

Broker's Mailing Address, Telephone, Facsimile Numbers and Email Address:

Gerald Haire Realty

2222 St. Michael Drive

Texarkana, Texas 75503

Phone 903-791-1088 Fax 903-731-1092

Property: All real property owned by Owner in Bowie County, Texas, as shown as available for sale or lease upon the website of Owner at www.texamericascenter.com, or represented by Owner to Broker in writing as available for sale or lease on the Commencement Date. The amount of, and location of, Property subject to this Agreement shall change upon sales and/or leases of property by Owner subsequent to the date of this Agreement.

Commencement Date: March 15,2021

Term: One (1) year, with two (2) possible one (1) year extensions.

Broker's Fee: See Section 4 of this Agreement.

Agreement

In consideration of services to be performed by Broker, Owner appoints Broker as Owner's nonexclusive agent to sell and/or lease the Property for a price and on the terms acceptable to Owner, it being understood and agreed that Owner reserves the right to sell, exchange, lease, or otherwise dispose of the Property to a buyer or lessee procured by Owner or another broker without the assistance of Broker.

1. Agreement and Term. This agreement will commence on the Commencement Date and will continue for a term of one (1) year that will expire at 11:59 P.M. local time on the last day of the Term. However, if there is a pending contract in effect on the Termination Date between Owner and a buyer/lessee procured by Broker and that transaction has not been closed and funded, this agreement will continue in effect beyond the Termination Date solely with respect to that contract until the earlier of the closing and funding of the transaction described in the contract or the termination of the contract in a manner permitted in the contract. The term of this agreement is subject to early termination as provided in Section 9 of this agreement. By mutual written agreement of Broker and the Executive Director of Owner, this agreement may be extended for two additional terms of one (1) year each.

2. Listing Price and Terms. Owner agrees to sell the Property at a price that Owner may accept in its sole discretion. Unless otherwise agreed by Owner, the Property will be sold for cash, and Owner will not provide any financing with respect to the sale. Owner will pay the typical transaction and closing costs borne by or charged to Owners of real property in Bowie County, Texas.

3. Exclusive Agency Relationship. Unless otherwise specified by written agreement between Seller and Broker, it is understood and agreed that Broker will act solely as Seller's agent in connection with the sale of the Property and that Broker is not authorized to act as an intermediary between Seller and any buyer of the Property.

4. Broker's Fee. The terms under which Broker shall be compensated shall be governed by the following provisions:

- a. The Broker's Fee will be earned when the sale or lease of the Property to a buyer or lessee procured by Broker, individually or in cooperation with another broker, under a contract executed by Owner is finally closed and funded, whether this occurs during the term of this agreement or after the termination of this agreement. In the event a lease is executed by Owner with a Lessee procured by Broker and the Lease contains one or more options to extend the Lease, Broker's commission for each exercised option term shall be earned upon exercise of the option and payment of the first month's rent due for the extended term. Renewal or extensions of leases by Owner which are not provided for in the original lease procured

by Broker shall not result in a commission to Broker unless specifically approved by Owner in writing. The term "procured by Broker" means that the Broker submitted a written proposal from the buyer/lessee to Owner (or, the Broker submitted to Owner a request for Proposal based upon the buyer/lessee's written site characteristics or requirements) which ultimately resulted in a written contract between the buyer/lessee and Owner during the term or the Protection Period.

- b. Unless otherwise provided in this agreement, the Broker's Fee will be determined on the basis of the sale price (the "Sale Price") or aggregate base lease rentals specified in the contract between Owner and the buyer. If the transfer or lease of the Property is by a no-cost economic development incentive transfer or lease by Owner, no commission shall be paid by Owner to Broker, which may collect a commission from the Purchaser, or Lessee.
- c. If a buyer procured by Broker with whom Owner has entered into a contract for the sale of the Property during the term of this agreement breaches that contract and Owner receives the buyer's earnest money or a portion thereof as liquidated damages, Owner will pay Broker the lesser of one-half of the amount of the liquidated damages or the Broker's Fee.
- d. If litigation, mediation, or arbitration is instituted with respect to a contract between Owner and a buyer procured by Broker for the sale of the Property that is executed during the term of this agreement, and Owner collects all or a portion of the Sale Price or damages by judgment, compromise, settlement, or otherwise, Owner will pay Broker the lesser of (i) one-half of the amount collected after deduction of attorney's fees and other expenses of collection or (ii) the Broker's Fee (determined after reducing the Sale Price by the amount of attorney's fees or other expenses of collection).
- e. Owner will not owe Broker the Broker's Fee if a sale or lease of the Property does not close or fund.
- f. Owner will not owe Broker a Broker's Fee in connection with any transaction in which the buyer or other party to the transaction was procured by Owner directly or procured by another broker.
- g. The Broker's fee shall be determined and paid based upon the sales or lease price as follows:
 - (1) For Sales, Six Percent (6%) of the first \$1,000,000.00 of the sales price, and Three percent (3%) of the amount over \$1,000,000.00.

- (2) Broker's fee for Sales shall be paid at Closing of the Sale.
- (3) For Leases, Four Percent (4%) of base aggregate rent (excluding common area maintenance, taxes, insurance, and Owner paid leasehold improvements amortized over the term of the Lease as rent) for the primary term, up to \$25,000.00 in commissions and thereafter Two Percent (2%), including any extended or option terms (as stated in Section 4.a. above).
- (4) Broker's fee for Leases shall be paid as follows:
 - (a) upon execution of the Lease, payment of the first month's rent, and when lessee has paid to Owner all deposits as required by the Lease Agreement, Broker shall be paid the fee based upon the aggregate rent payable during the first year of the lease term;
 - (b) thereafter, Broker shall be paid the fee for each subsequent year's aggregate rent on the later of the anniversary date of the lease or receipt of an invoice from Broker.
- h. In the event that Broker and an outside broker each claim entitlement to a Broker's Fee for the sale or lease of Owner's property, or a portion thereof, (including but not limited to claims arising due to or during the Protection Period), Broker, Owner and the outside broker shall attempt to mediate or otherwise amicably resolve said dispute or conflicting claims without resorting to litigation. In the event said dispute or conflicting claims are not resolved within ninety (90) days after the end of the Protection Period, Owner may interplead an amount equal to the Broker's Fee if paid only to a single Broker into the registry of the District Court of Bowie County, Texas, pursuant to applicable Texas Statutes. Under no circumstances shall Owner be responsible for paying two Broker's Fees for the sale or lease of a single tract of Owner's property. The term "outside broker" shall mean any broker or sales person other than Broker.

5. Protection Period. Subject to the conditions set forth in paragraph 4. above, if, within ninety (90) days after the termination of this agreement (the "Protection Period"), Owner enters into a contract to sell or lease the Property to a buyer or lessee registered by Broker, Owner will pay Broker the Broker's Fee as provided in Section 4.g..

- a. For purposes of this Section 5, the Broker's Registered Buyers or Lessees will consist only of those persons registered by Broker in writing to Owner within ten (10) days after termination of this Agreement.

- b. Broker may only register with Owner, those individuals and entities with whom Broker has actually negotiated the sale, exchange, or lease of the Property or a part thereof during the term of this Agreement. For example, Broker may not register individuals or entities to whom Broker has only supplied information regarding the property by written advertisement, emails, texts, data compilations of potential buyers/lessees or on-line listings, but with whom Broker has not actually negotiated the terms of a proposal regarding the Property or part thereof.
- c. It is specifically understood and agreed, however, that the foregoing provisions regarding the Protection Period will not be applicable with respect to any sale, exchange, lease, or other transfer of the Property that occurs after the termination of this agreement where Owner is obligated to pay a Broker's fee to another realtor or Broker.

6. Broker's Duties and Authorities. During the term of this agreement, Broker will be authorized and required to take the following actions:

- a. Broker will make reasonable efforts and act diligently to sell or lease the Property in accordance with the terms of this agreement. Owner authorizes Broker and Broker's associates, at Broker's sole cost and expense, to (i) advertise the Property by the means and methods Broker reasonably determines to be appropriate for the Property based on then-current market practices for properties substantially similar to the Property; (ii) furnish comparative marketing and sale information about other properties to prospective buyers; (iii) disseminate information about the Property to other brokers and their associates through a multiple-listing service or such other means as Broker reasonably determines to be appropriate; (iv) enter the Property, and accompany other brokers and their associates who wish to enter the Property, at reasonable times on reasonable advance notice, and coordination with Owner to show the Property to prospective buyers or lessees, and; (v) authorize property inspectors, appraisers, and repair personnel to enter the Property at reasonable times on reasonable notice and coordination with Owner for pertinent purposes.
- b. Broker is not authorized to (i) execute any document in the name of or on behalf of Owner with respect to the Property, (ii) authorize any repairs to the Property without Owner's prior written consent, (iii) authorize the expenditure of any funds on behalf of Owner without Owner's prior written consent, (iv) negotiate any earnest money deposit or other instrument in connection with the Property, (v) use a "lock-box" for keys to the Property, or (vi) place any "For Sale" signs on the Property or remove other signs offering the Property for sale or lease without Owner's prior written consent.

- c. Broker will not be obligated to market the Property after Owner has entered into a binding contract unless the contract provides otherwise. If Broker is obligated to submit subsequent or backup offers, Owner will specifically provide in the contract for the sale of the Property with a buyer that Owner may continue to market the Property so that Broker may receive subsequent or backup offers, which will be submitted to Owner as received for consideration by Owner when the prior contract is terminated or renegotiated. If Owner enters into a contract to sell the Property that does not provide for the submission of backup offers, and Broker subsequently receives a subsequent or backup offer to purchase the Property, Broker will inform Owner and submit the subsequent or backup offer to Owner when the prior contract is terminated or renegotiated.
- d. Broker will not be responsible in any manner for personal injury to Owner resulting from acts of third parties or loss of or damage to personal or real property due to vandalism, theft, freezing water pipes, or other causes, except the negligence or misconduct of Broker. Broker will not be responsible for the security of the Property or for inspecting the Property on any periodic basis unless otherwise agreed in writing by Owner and Broker.

7. Broker's Representations and Covenants. Broker represents and warrants to, and covenants with, Owner as follows:

- a. Broker is duly licensed as a real estate broker authorized to provide real estate brokerage services in accordance with this agreement by the Texas Real Estate Commission (the "Commission") under the Texas Real Estate License Act (the "Act"), as amended, and will maintain that license in full force and effect at all times during the term of this agreement. All associates employed by Broker to assist with marketing and selling the Property, and all other brokers with whom Broker cooperates in connection with marketing and selling the Property, will be duly licensed by the Commission as real estate brokers or agents in accordance with the Act when any such services are rendered.
- b. All activities by Broker and Broker's associates hereunder will be conducted in strict compliance with the Act, the rules and regulations of the Commission, and all other provisions of applicable law, including, without limitation, all fair housing laws.

8. Owner's Representations and Covenants. Owner represents and warrants to, and covenants with, Broker as follows:

- a. Owner represents that (i) Owner has fee simple title to the Property, peaceable possession of the Property and all improvements and fixtures on

the Property unless rented, and the legal capacity to convey the Property; (ii) no person or entity has any right to purchase, lease, or acquire the Property by virtue of a contract, option, right of first refusal, or other agreement; (iii) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property; (iv) the Property is not subject to the jurisdiction of any court whose permission or consent is required for the execution of this agreement or the sale, exchange, or other disposition of the Property; and (v) all information regarding the Property that has been provided by Owner to Broker, or that may be provided by Owner to Broker after the execution of this agreement, has been or will be, to the best of Owner's knowledge, true, correct, and complete in all material respects.

- b. Owner will cooperate fully and in good faith with Broker to facilitate the showing and marketing of the Property at Broker's sole cost and expense.

9. Termination. Either party is entitled to terminate this agreement before the Termination Date if the other party fails to perform its obligations under the agreement and the failure to perform is not cured to the reasonable satisfaction of the party giving written notice of such failure within (30) thirty days after receipt of the notice. Either party is also entitled to terminate this agreement without cause upon sixty (60) days notice to the other party. Except for a termination due to Broker's failure to be licensed under the Act, any such termination will not be effective with respect to any contract for the sale, exchange, lease, or other disposition of the Property previously executed by Owner and a buyer or lessee that is then pending closing.

10. Attorney's Fees. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. Binding Effect. This agreement binds, benefits, and may be enforced by the successors in interest to the parties.

12. Choice of Law. This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Property is located.

13. Counterparts. This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

14. Waiver of Default. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

15. Further Assurances. Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

16. Indemnity. Broker agrees to indemnify, defend, and hold harmless Owner from any loss, attorney's fees, expenses or claims arising out of the performance or non-performance by Broker of its rights and obligations under this Agreement.

17. Entire Agreement. This agreement is the entire agreement of the parties. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not in this agreement.

18. Legal Construction. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. The agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

19. Notices. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

20. Recitals. Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

21. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

22. Owner's Reserved Rights. Owner reserves the right to sell, lease, and/or renew and extend leases, without a commission being due to Broker, with Owner's current tenants and with persons and or entities who have or may in the future deal directly with Owner, or other brokers who may have a listing on the Property, without the participation of Broker.

23. Governmental Immunity. By execution of this Agreement, TexAmericas Center does not waive its governmental immunity except to the extent it is contractually liable for the amount due under this Agreement. Damages in a suit to enforce this Agreement shall not include consequential damages, or exemplary damages of any kind. This limited waiver of governmental immunity shall not extend to, or for the benefit of, any third parties.

24. Commitment of Current Revenue. TexAmericas Center retains the right to terminate this contract at the expiration of each budget year (September 30 of each year) occurring during the term of this contract. TexAmericas Center executes this contract conditioned on the fact that it shall use its best efforts to obtain and appropriate funds during each budget year for payment of the sums payable by TexAmericas Center under this contract. This contract is a commitment of current revenues only.

TEXAMERICAS CENTER
OWNER

By: _____
William Scott Norton,
Executive Director, CEO

Date: _____

BURT CLEM / GERALD HAIGER REALTY
BROKER

By: Burt Clem
Name: _____
Title: Broker

Date: 3-15-2021



RESOLUTION NO. 20210323-02

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO PURCHASE INSURANCE WITH CONNER AND DUFFER INSURANCE THROUGH TRAVELERS OR ITS AFFILIATES TO COVER RELATED ASPECTS OF TEXAMERICAS CENTER OPERATIONS (\$314,345.00)

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 Board of Directors deems it necessary to procure the insurance to fulfill certain contractual obligations and to protect TexAmericas Center from risks of loss; and

WHEREAS, the insurance agency of Conner and Duffer Insurance has brokered a competitively priced product for the covered list of services through Travelers Insurance as per the attached bid;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO, Scott Norton, shall be and is hereby authorized to execute a contract with Conner and Duffer Insurance and Travelers Insurance or their affiliates to procure insurance for TexAmericas Center in an amount not to exceed \$314,345.00.

PASSED AND APPROVED THIS 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Conner and Duffer Bid

TexAmericas Center

Quote Summary

Policies are written through Travelers Insurance Company effective 04/01/2021.

Commercial Property

Annual Premium: \$228,097.00 \$25,000 Deductible / \$50,000 Wind/Hail Ded.
Total Insured Value: \$42,970,518

Inland Marine

Annual Premium: \$3,003.00 \$1,000 Deductible

General Liability

Annual Premium: \$34,362.00 \$2,000,000 Aggregate / \$1,000,000 Occurrence
\$10,000 Deductible

Public Entity Management Liability

Annual Premium: \$10,602.00 \$2,000,000 Aggregate
\$1,000,000 Occurrence
\$10,000 Deductible

Public Entity Employment Practices Liability

Annual Premium: \$11,496.00 \$1,000,000 Aggregate
\$1,000,000 Per Occurrence
\$15,000 Deductible

Commercial Auto

Annual Premium: \$14,576.00 \$1,000,000 Limit
Uninsured Motorist – \$100,000
Personal Injury Protection – \$2,500
Physical Damage Deductible – \$1,000

Umbrella Excess Liability

Annual Premium: \$12,209.00 \$2,000,000 Over Underlying
- General Liability
- Employer's Liability
- Auto
- Public Entity Management
- Employment Practices
Retention – \$10,000

PREMIUM TOTAL: \$314,345.00

TEXAMERICAS CENTER
Premium Summary Comparison

POLICY TYPE	2019-20	2020-21	2021-22
Property	\$ 184,109.00	\$ 222,119.00	\$ 228,097.00
Inland Marine	1,536.00	1,896.00	3,003.00
General Liability	32,318.00	33,919.00	34,362.00
Public Entity Management Liability	10,028.00	10,526.00	10,602.00
Employment-Related Practices Liability	10,881.00	11,433.00	11,496.00
Commercial Auto	13,050.00	14,557.00	14,576.00
Umbrella	11,793.00	12,172.00	12,209.00
TOTAL:	\$ 263,715.00	\$ 306,622.00	\$ 314,345.00

Total Insured Value 2019-2020: \$ 36,527,738.00
Total Insured Value 2020-2021: \$ 41,970,518.00
Total Insured Value 2021-2022: \$ 42,970,518.00



OFFENHAUSER & CO.

SINCE 1882

OFFENHAUSERINSURANCE.COM

March 10, 2021

Mr. Chad Duffer
Conner & Duffer Insurance
305 N. Center St
New Boston, TX 75570

Re: Consulting and Collaboration

Dear Chad:

As we discussed, I would be honored to be in collaboration with Conner & Duffer Insurance in bidding as a team on accounts in the future including, but not only TexAmericas Center, New Boston, TX. It would be my intention to bring my 40+ years of commercial insurance experience to help serve the risk management needs of TexAmericas Center.

Offenhauser & Co stands behind me/us with over 40 team members who are available to consult on matters simple and complex. The agency has a significant volume with the Travelers Companies, and we can assist there, if needed, in calling in Travelers resources.

Offenhauser & I would be available to consult with you and the staff and Board of TexAmericas in any new venture at TexAmericas including spec buildings, railroad exposures, cyber liability, and new solutions that none of us may not even be aware of yet. In addition, Offenhauser has market access to most any carrier or specialty market that we might need in solving problems for TexAmericas.

We look forward to teaming up with you.

Sincerely,

OFFENHAUSER & CO – INSURANCE AGENCY

Don N. Morriss, CPCU, AAI

———— 518 PINE STREET • TEXARKANA, TX 75501-5515 • PH. 903.793.5511 ————

ALSO IN NORTH TEXARKANA • ATLANTA, TX • MT. PLEASANT, TX • SAN ANTONIO, TX



RESOLUTION NO. 20210323-03

APPROVAL OF AMENDMENTS TO PERSONNEL POLICY MANUAL

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, it is advisable to amend said Personnel Policy Manual to be current with state and federal labor laws; and

WHEREAS, TexAmericas Center now requires an update to the existing policy based on contemporary circumstances; and

WHEREAS, a Personnel Policy Manual was adopted on November 27, 2012 by **Resolution #20121127-06 (last revision date 20200922 by Resolution #20200922-22)**; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that the Board of TexAmericas Center approves the adoption of the attached revised Personnel Policy Manual; and

BE IT FURTHER RESOLVED that Scott Norton, Executive Director/CEO, shall be and is hereby authorized to implement the personnel policy as specified in the Policy immediately.

PASSED AND APPROVED THIS 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Personnel Policy Updates

2-9 Affirmative Action

TexAmericas Center will take affirmative action to see that applicants are employed, and employees are treated equally during their employment, without discrimination based on race, age, religion, color, disability, national origin, or sex. In addition, TexAmericas Center will seek actively to include qualified members of minority groups in applicant pools.

2-10 Changes to Policies and Employee Suggestions

These personnel policies may be amended or revised or new policies may be added, at any time, with or without notice, upon the approval of TexAmericas Center Board of Directors.

Employees are encouraged to make constructive suggestions for improvements in these policies or in work procedures or conditions. Any employee who wishes to suggest a personnel policy change should submit his or her suggestion(s) to the Executive Director/CEO who may forward the information to the governing body, where appropriate, along with the rationale for making the change. Employees are responsible for maintaining current knowledge and understanding of all personnel policy changes and for requesting clarification or assistance when needed.

2-11 Approved Position Descriptions

The by-laws state TexAmericas Center may employ such full or part-time employees as needed to carry out the programs of TexAmericas Center, provided however, that such positions have been approved by the board. The following positions have been approved by the TexAmericas Center Board of Directors:

<u>Approved Position Name</u>	<u>Number Approved</u>
Executive Director/CEO	1
Executive Vice President/COO	1
Executive Assistant - Office Manager	1
Vice President of Finance	1
Controller	1
Bookkeeper/Receptionist	1

Accounting Clerk	1
Executive VP/Chief Economic Development Officer	1
Vice President of Logistics	1
Logistics Manager	14
<u>Logistics Supervisor</u>	<u>4</u>
Logistics Clerk	24
Logistics Laborer	625
Administrative & Tenant Relations Specialist	1
Customer Engagement Specialist	1
Operations Supervisor	1
Labor Foreman/Abatement Supervisor	1
Maintenance Tech	1
Laborer	3

All approved positions may or may not be filled, may be filled by temporary labor, or may be substituted through consultant or contract work as approved by the Board of Directors.

Approved job descriptions are at the end of the Policies Procedure Manual.

Section 3 – Employment Practices

3-1 Responsible Agent for Appointment

The Executive Director/CEO is the chief administrative officer and is responsible for the selection and length of tenure of all employees of TexAmericas Center within the limits of these policies and the overall comprehensive budget. Other Supervisors may be asked for recommendations as appropriate. All selection decisions will include a review by the Executive Director/CEO of the policies and procedures followed in the search and selection.



LOGISTICS MANAGER POSITION DESCRIPTION

TexAmericas Center (TAC) is a special Purpose District of the State of Texas. The Charter of TAC is to promote economic redevelopment of closed and surplus military property in Bowie County, TX. This position will provide key support to the on-going mission of TexAmericas Center.

GENERAL DESCRIPTION

The Logistics Manager will be responsible for support to TexAmericas Center's Logistics Division and will report to the Vice President of Logistics. The Manager will be responsible for various activities in support of the activities needed to support the mission of the organization.

PRIMARY RESPONSIBILITIES

- Ability to gain license and operate forklift and or related machinery.
- Ability to pass DOT physical and operate vehicles up to 26,000lbs.
- Manage staff and daily activities.
- Ability to be trained, use Warehouse Management System (WMS) and handheld scanning device.
- Manage inventory levels by leading physical and reconciling in WMS system.
- Maintaining records, reporting relevant information, and preparing necessary documentation.
- Managing, evaluating, and reporting productivity.
- Ordering supplies and maintaining inventory levels.
- Perform daily inspection of facilities.
- Maintain vehicles and equipment.
- Maintains warehouse staff job results by coaching, counseling employees, planning, monitoring and appraising results.
- Achieves financial objectives by assisting in preparation of budget, scheduling expenditures, analyzing variances, and initiating corrective actions.
- Perform work safely in accordance with departmental safety procedures and operates equipment safely.
- Cross train in all areas of warehouse operation.
- Performs other related and non-related duties as assigned.
- Maintain basic maintenance standards and compliance with health and safety regulations.



MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

Associate's degree (A. A.) or equivalent from a two-year college or technical school in a related field or equivalent experience. Valid Class "C" Driver's License. Ability to pass DOT physical and operate vehicles up to 26,000lbs. Prior work Management or Supervision experience in a warehouse/ logistics setting. Knowledge of WMS operating systems as well as Microsoft Office. Operating or working alongside forklift, order picker, or related material handling equipment experience is required.

MINIMUM REQUIRED KNOWLEDGE, SKILLS & ABILITIES

Knowledge of 3PL, warehouse, logistics techniques and operations; Ability to follow oral instructions promptly and accurately; Ability to work in disagreeable conditions; Ability to be a strong communicator and leader, capable of managing time effectively and multi-task as necessary; Ability to work as an effective team member; Ability to establish and maintain harmonious working relationships; Ability to complete projects in a timely manner; Ability to manage numerous projects and adjust to difficulties that arise; Ability to work as an effective team member.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and ability to adjust focus.



SPECIAL REQUIREMENTS

Take pre-employment and annual physical examinations certifying ability to perform the essential job functions.

Must be a US Citizen, at least 18 years of age, minimum high school graduate or GED, subject to drug screening at any time and without notice, background investigation and have a valid driver's license. Work will be performed upon an active military installation and further background investigations may be required to satisfy DOD requirements. Such investigations and DOD approvals will be a condition of employment.

SALARY AND BENEFITS

Salary commensurate with qualifications. Health, Vision, Dental, and Life for employee are provided. Family benefits are available. Generous 457(b)/401(a) and leave package are available after 6 month vesting period.

I have carefully read and understand the contents of this job description and have been given the opportunity to ask my supervisor any questions I have regarding my duties and responsibilities as described therein.

Employee Signature

Date

TexAmericas Center is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, TexAmericas Center will provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate TexAmericas Center representatives.



LOGISTICS SUPERVISOR POSITION DESCRIPTION

TexAmericas Center (TAC) is a special Purpose District of the State of Texas. The Charter of TAC is to promote economic redevelopment of closed and surplus military property in Bowie County, TX. This position will provide key support to the on-going mission of TexAmericas Center.

GENERAL DESCRIPTION

The Logistics Supervisor will be responsible for support to TexAmericas Center's Logistics Division and will report to the Vice President of Logistics through a designated department head, Manager or directly as may be required to fulfill overall duties. The Supervisor will be responsible for various activities in support of the activities needed to support the mission of the organization.

PRIMARY RESPONSIBILITIES

- Ability to gain license and operate forklift and or related machinery.
- Ability to pass DOT physical and operate vehicles up to 26,000lbs.
- Supervise staff and daily activities.
- Tracking and coordinating the receipt, storage and timely delivery of goods and materials.
- Maintaining records, reporting relevant information, and preparing necessary documentation.
- Managing, evaluating, and reporting productivity.
- Ordering supplies and maintaining inventory levels.
- Perform daily inspection of facilities.
- Maintain vehicles and equipment.
- Ability to be trained, use Warehouse Management System (WMS) and handheld scanning device.
- Performs (Kind, Count and Condition) on inbound material comparing actual count to incoming shipment paperwork making appropriate notations on receiving documentation.
- Perform cycle counts or periodic inventories by counting parts in a specific location while comparing the specific count as recorded in the WMS.
- Perform work safely in accordance with departmental safety procedures and operates equipment safely.
- Cross train in all areas of warehouse operation.
- Performs other related and non-related duties as assigned.
- Maintain basic maintenance standards and compliance with health and safety regulations.



MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

High school Graduate or GED; Valid Class "C" Driver's License. Ability to pass DOT physical and operate vehicles up to 26,000lbs Prior work experience in a warehouse/ logistics setting highly desirable. Knowledge of WMS operating systems as well as Microsoft Office. Operating or working alongside forklift, order picker, or related material handling equipment experience also highly desirable.

MINIMUM REQUIRED KNOWLEDGE, SKILLS & ABILITIES

Knowledge of basic warehouse and logistics techniques; general operations; Ability to follow oral instructions promptly and accurately; Ability to work in disagreeable conditions; Ability to be a strong communicator, capable of managing time effectively and multi-task as necessary; Ability to work as an effective team member; Ability to establish and maintain harmonious working relationships; Ability to complete projects in a timely manner; Ability to supervise numerous projects and adjust to difficulties that arise; Ability to work as an effective team member.

MATHEMATICAL SKILLS

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and ability to adjust focus.



SPECIAL REQUIREMENTS

Take pre-employment and annual physical examinations certifying ability to perform the essential job functions.

Must be a US Citizen, at least 18 years of age, minimum high school graduate or GED, subject to drug screening at any time and without notice, background investigation and have a valid driver's license. Work will be performed upon an active military installation and further background investigations may be required to satisfy DOD requirements. Such investigations and DOD approvals will be a condition of employment.

SALARY AND BENEFITS

Salary commensurate with qualifications. Health, Vision, Dental, and Life for employee are provided. Family benefits are available. Generous 457(b)/401(a) and leave package are available after 6 month vesting period.

I have carefully read and understand the contents of this job description and have been given the opportunity to ask my supervisor any questions I have regarding my duties and responsibilities as described therein.

Employee Signature

Date

TexAmericas Center is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, TexAmericas Center will provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate TexAmericas Center representatives.



LOGISTICS CLERK POSITION DESCRIPTION

TexAmericas Center (TAC) is a special purpose district of the State of Texas. The Charter of TAC is to promote economic redevelopment of closed and surplus military property in Bowie County, TX. This position will provide key support to the on-going mission of TexAmericas Center.

GENERAL DESCRIPTION

The Logistics Clerk will report to the Vice President of Logistics through a designated department head, or supervisor as may be required to fulfill overall clerical needs. The Clerk will be responsible for various activities in support of the activities needed to support the mission of the organization. The Clerk will perform WMS and administrative duties in the Warehousing and Logistics fields. Duties are performed under the direct supervision of a Working Supervisor, Supervisor or Manager.

PRIMARY RESPONSIBILITIES

- Gathering data, invoices, statements, reports and other related documents as warranted.
- Organizing in a manner that will optimize swift and accurate capturing of information.
- Use Warehouse Management System (WMS) to electronically receive, add locations, create pick tickets and manifest for shipments, enter and update data.
- Create and maintain accurate spreadsheets.
- Ensuring appropriate data backups are completed.
- Run Daily, Weekly, Monthly and Yearly reports.
- Ability to be trained and use handheld scanning WMS device.
- Storing hard copies of data in organized manner for retrieval.
- Performs (Kind, Count and Condition) on inbound material comparing actual count to incoming shipment paperwork making appropriate notations on receiving documentation.
- Perform cycle counts or periodic inventories by counting parts in a specific location while comparing the specific count as recorded in the WMS.
- Perform work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor.
- Cross train in all areas of warehouse operation.
- Performs other related and non-related duties as assigned.
- If required, ability to gain license and operate forklift and or related machinery.



MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

High school Graduate or GED; Valid Class "C" Driver's License. Prior work experience in a warehouse/logistics setting highly desirable. Knowledge of WMS operating systems as well as Microsoft Office. Operating or working alongside forklift, order picker, or related material handling equipment experience also highly desirable.

REQUIRED SKILLS/KNOWLEDGE AND ABILITIES

Knowledge of basic warehouse and logistics techniques; general operations; Ability to follow oral instructions promptly and accurately; Ability to work in disagreeable conditions; Ability to be a strong communicator, capable of managing time effectively and multi-task as necessary.; Ability to work as an effective team member; Ability to establish and maintain harmonious working relationships; ability to complete projects in a timely manner.

WORK ENVIRONMENT

Work performed can be inside or outside environment or in industrial plant/shop areas. There can be exposure to high equipment noise, chemical fumes, and potential electric and machinery hazards. Field conditions outdoors are varying weather conditions, with varying low to high equipment noise; walking on changing ground surfaces.

SALARY AND BENEFITS

Salary commensurate with qualifications. Health, Vision, Dental, and Life for employee are provided. Family benefits are available. Generous 457(b)/401(a) and leave packages are available after 6 month vesting period.

SPECIAL REQUIREMENTS

Take pre-employment and annual physical examinations certifying ability to perform the essential job functions.

Must be a US Citizen, at least 18 years of age, minimum high school graduate or GED, subject to drug screen at any time and without notice, background investigation and have a valid driver's license. Work will be performed upon an active military installation and further background investigations may be required to satisfy DOD requirements. Such investigations and DOD approvals will be a condition of employment.



I have carefully read and understand the contents of this job description and have been given the opportunity to ask my supervisor any questions I have regarding my duties and responsibilities as described therein.

Employee Signature

Date

TexAmericas Center is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, TexAmericas Center will attempt to provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate TexAmericas Center representatives.



LOGISTICS LABORER POSITION DESCRIPTION

TexAmericas Center (TAC) is a special purpose district of the State of Texas. The Charter of TAC is to promote economic redevelopment of closed and surplus military property in Bowie County, TX. This position will provide key support to the on-going mission of TexAmericas Center.

GENERAL DESCRIPTION

The Logistics Laborer will report to the Vice President of Logistics through a designated department head, or supervisor as may be required to fulfill overall labor needs. The Laborer will be responsible for various activities in support of the activities needed to support the mission of the organization. The Laborer performs manual labor and learns to perform semi-skilled work in the Warehousing and Logistics fields. Duties are performed under the direct supervision of a Warehouse Lead, Working Supervisor, Supervisor or Manager.

PRIMARY RESPONSIBILITIES

- Ability to gain license and operate forklift and or related machinery.
- Unload incoming trucks and rail cars, staging material in appropriate area for receiving.
- Load outgoing trucks and rail cars.
- Performs (Kind, Count and Condition) on inbound material comparing actual count to incoming shipment paperwork making appropriate notations on receiving documentation.
- Use Warehouse Management System (WMS) electronically receive, add locations and ship material.
- Places material in storage location by reaching and lifting, climbing a ladder and carrying or using a forklift, notifying Supervisor of any problems encountered while performing these duties.
- Perform cycle counts or periodic inventories by counting parts in a specific location while comparing the specific count as recorded in the WMS.
- Retrieve Material from storage space as directed by reaching and lifting, climbing a ladder and carrying down or using forklift, building KITS if necessary.
- Using Pick Ticket, visually identify SKU numbers, verifying for accuracy prior to staging for outbound shipment.
- Ability to be trained and use handheld scanning WMS device.
- Perform work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor.
- Cross train in all areas of warehouse operation.
- Performs other related and non-related duties as assigned.



MINIMUM TRAINING AND EXPERIENCE REQUIRED TO PERFORM ESSENTIAL FUNCTIONS

High school Graduate or GED; Valid Class "C" Driver's License. Prior work experience in a warehouse/logistics setting highly desirable. Operating or working alongside forklift, order picker, or related material handling equipment experience also highly desirable.

REQUIRED SKILLS/KNOWLEDGE AND ABILITIES

Knowledge of basic warehouse and logistics techniques; general operations; Ability to follow oral instructions promptly and accurately; Ability to work in disagreeable conditions; Ability to perform strenuous physical labor; Ability to work as an effective team member; Ability to establish and maintain harmonious working relationships; Ability to complete projects in a timely manner.

WORK ENVIRONMENT

Work performed can be inside or outside environment or in industrial plant/shop areas. There is exposure to high equipment noise, chemical fumes, and potential electric and machinery hazards. Field conditions outdoors are varying weather conditions, with varying low to high equipment noise; walking on changing ground surfaces.

SALARY AND BENEFITS

Salary commensurate with qualifications. Health, Vision, Dental, and Life for employee are provided. Family benefits are available. Generous 457(b)/401(a) and leave packages are available after 6 month vesting period.

SPECIAL REQUIREMENTS

Take pre-employment and annual physical examinations certifying ability to perform the essential job functions.

Must be a US Citizen, at least 18 years of age, minimum high school graduate or GED, subject to drug screen at any time and without notice, background investigation and have a valid driver's license. Work will be performed upon an active military installation and further background investigations may be required to satisfy DOD requirements. Such investigations and DOD approvals will be a condition of employment.



I have carefully read and understand the contents of this job description and have been given the opportunity to ask my supervisor any questions I have regarding my duties and responsibilities as described therein.

Employee Signature

Date

TexAmericas Center is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, TexAmericas Center will attempt to provide reasonable accommodations to qualified individuals with disabilities and encourages employees and prospective employees to discuss needed accommodations with the appropriate TexAmericas Center representatives.



RESOLUTION NO. 20210323-04

**RESOLUTION TERMINATING DELEGATION OF FINANCIAL AUTHORITY
TO THE CONTROLLER**

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, on or about May 26, 2020, the Board of Directors authorized the delegation of financial authority to the Controller, Holly Sleek; and

WHEREAS, the position of Controller is in the process of being eliminated and will not be filled in the foreseeable future due to the creation of the position of Vice-President of Finance;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the delegation of financial authority to Holly Sleek, Controller of TexAmericas Center shall be and it is hereby terminated upon adoption of this Resolution.

PASSED and APPROVED this 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary



RESOLUTION NO. 20210323-05

RESOLUTION DELEGATING FINANCIAL AUTHORITY TO THE VICE PRESIDENT OF FINANCE

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 TexAmericas Center has established the position of Vice President of Finance; and

WHEREAS, the Board of Directors deems it necessary and appropriate to delegate to the Vice President of Finance certain authority regarding the day to day operations of the Authority and its financial affairs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that John Moran, Vice President of Finance of TexAmericas Center shall be and he is hereby authorized to sign any and all checks, drafts, and orders, including orders or directions in informal or letter form, against any funds at any time standing to the credit of TexAmericas Center with any bank currently holding funds, or hereafter approved by the Board of Directors to hold funds, and/or against any account of TexAmericas Center with each said bank, and that said banks are hereby authorized to honor any and all checks, drafts and orders so signed (other than checks, drafts or orders made payable to or drawn to the Vice President of Finance without further inquiry or regard to the authority of said officer or to the use of said checks, drafts, and orders or the proceeds thereof); it being specially provided, however, that the Vice President of Finance shall not have the authority to sign checks, drafts, or orders against funds held in investment accounts such as certificates of deposit or other investment instruments without the prior written consent of the Executive Director of TexAmericas Center; and it being further provided that such authority to sign singly is limited to checks, drafts and orders up to but not exceeding \$50,000.00, and such authority shall extend to checks, drafts and orders in excess of \$50,000.00 only as the second signature upon said checks.

BE IT FURTHER RESOLVED that the Authority of the Vice President of Finance shall not extend to the borrowing of money on behalf of TexAmericas Center or to pledge or hypothecate as security any notes, bonds, stocks, bills receivable, warehouse receipts or other documents, accounts, securities and/or property of TexAmericas Center without the prior written approval by the Board of Directors of TexAmericas Center;

BE IT FURTHER RESOLVED that John Moran, Vice President of Finance shall be and he is hereby authorized to endorse for deposit to any account of TexAmericas Center any and all checks, drafts, notes, bills of exchange and orders for the payment of money belonging to or coming into the possession of TexAmericas Center.

BE IT FURTHER RESOLVED that the authorities hereby delegated to the Vice President of Finance of TexAmericas Center shall only be exercised upon prior written consent of the Executive Director, William Scott Norton, which may be evidenced by a letter to the Bank involved authorizing the addition of the Vice President of Finance to a designated account or accounts.

PASSED and APPROVED this 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary



RESOLUTION NO. 20210323-06

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE THE
DEPARTMENT OF COMMERCE'S ECONOMIC DEVELOPMENT
ADMINISTRATION FOR PUBLIC WORKS AND ECONOMIC
ADJUSTMENT ASSISTANCE PROGRAMS GRANT**

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 applied for grant funds through the Department of Commerce's Economic Development Administration (EDA) for Public Works and Economic Adjustment Assistance Programs to renovate or replace rail lines on the TAC-East Campus; and

WHEREAS, TexAmericas Center received notification from EDA that our application is being considered in the reduced amount of \$864,550., resulting in a 20% match amount of \$216,138.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of TexAmericas Center that the Executive Director/CEO is hereby authorized to negotiate with the Department of Commerce's Economic Development Administration to address requirements and limitations of the grant, execute all necessary documentation to achieve a grant award and make any necessary budget adjustments to complete a grant project.

PASSED and APPROVED this 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: EDA Planning Grant

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

TexAmericas Center

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

75-2804233

*** c. Organizational DUNS:**

8267509160000

d. Address:

*** Street1:**

107 Chapel Lane

Street2:

*** City:**

New Boston

County/Parish:

Bowie

*** State:**

TX: Texas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

75570-9554

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Toni

Middle Name:

S.

*** Last Name:**

Lindsey

Suffix:

Title:

Regional Development Manager

Organizational Affiliation:

Ark-Tex Council of Government Grant Administrator

*** Telephone Number:**

903-255-3529

Fax Number:

903-832-3441

*** Email:**

t.lindsey@atcog.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

D: Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Economic Development Administration

11. Catalog of Federal Domestic Assistance Number:

11.300

CFDA Title:

Investments for Public Works and Economic Development Facilities

*** 12. Funding Opportunity Number:**

PWEAA2020

* Title:

FY2020 EDA Public Works and Economic Adjustment Assistance Programs including CARES Act Funding

13. Competition Identification Number:

PW-EAA-C

Title:

EDA Construction Full Application 11.300 and 11.307

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Renovate or replace WWII rail lines on the East Campus of TexAmericas Center

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,800,000.00"/>
* b. Applicant	<input type="text" value="450,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,250,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
Austin Regional Office
903 San Jacinto, Suite 206
Austin, TX 78701

In Reply to
EDA Control No.: 116440

February 22, 2021

Mr. Scott Norton
Executive Director and CEO
TexAmericas Center
107 Chapel Lane
New Boston, TX, 75570-9554

Dear Mr. Norton:

The Economic Development Administration (EDA) is pleased to inform the TexAmericas Center that its application has been selected through EDA's competitive process for further consideration. Please note, the application will be further considered in the reduced amount of \$864,550.

This notification does not guarantee final approval or legally bind EDA to make an award. Final approval of this award is conditioned upon EDA's favorable assessment of the additional information requested forthcoming, final determination of project feasibility, funding priorities, fulfillment of important preconditions to comply with EDA's regulations, and the availability of funds for obligations.

If you wish to be considered for EDA funding, please submit the items requested in separate correspondence within 30 days of receiving said correspondence. Should EDA fail to receive complete, accurate, and acceptable information within the required deadline, EDA reserves the right to discontinue consideration of your application for funding.

The requirements for the content and form of a complete application submission are found in the *FY 2021 Economic Development Assistance Programs—Application Submission and Program Requirements for EDA's Public Works and Economic Adjustment Assistance Programs* FFO, and can be found on EDA's website at <http://www.eda.gov/funding-opportunities/>.

Please contact Patricia Shorter, EDS, Economic Development Administration, at 512-381-8142 or pshorter@eda.gov should you need any assistance in the development of your application.

Thank you for your interest in EDA. For more information about our programs and other upcoming funding opportunities, please consult our website at www.eda.gov

Sincerely,

Jorge D. Ayala
Regional Director

cc: Ms. Toni Lindsey, ATCOG Regional Services Director



1 W. Monroe Street
 4th Floor
 Chicago, IL 60603
 United States of America

Phone: +1 312.957.7757
 www.plgconsulting.com

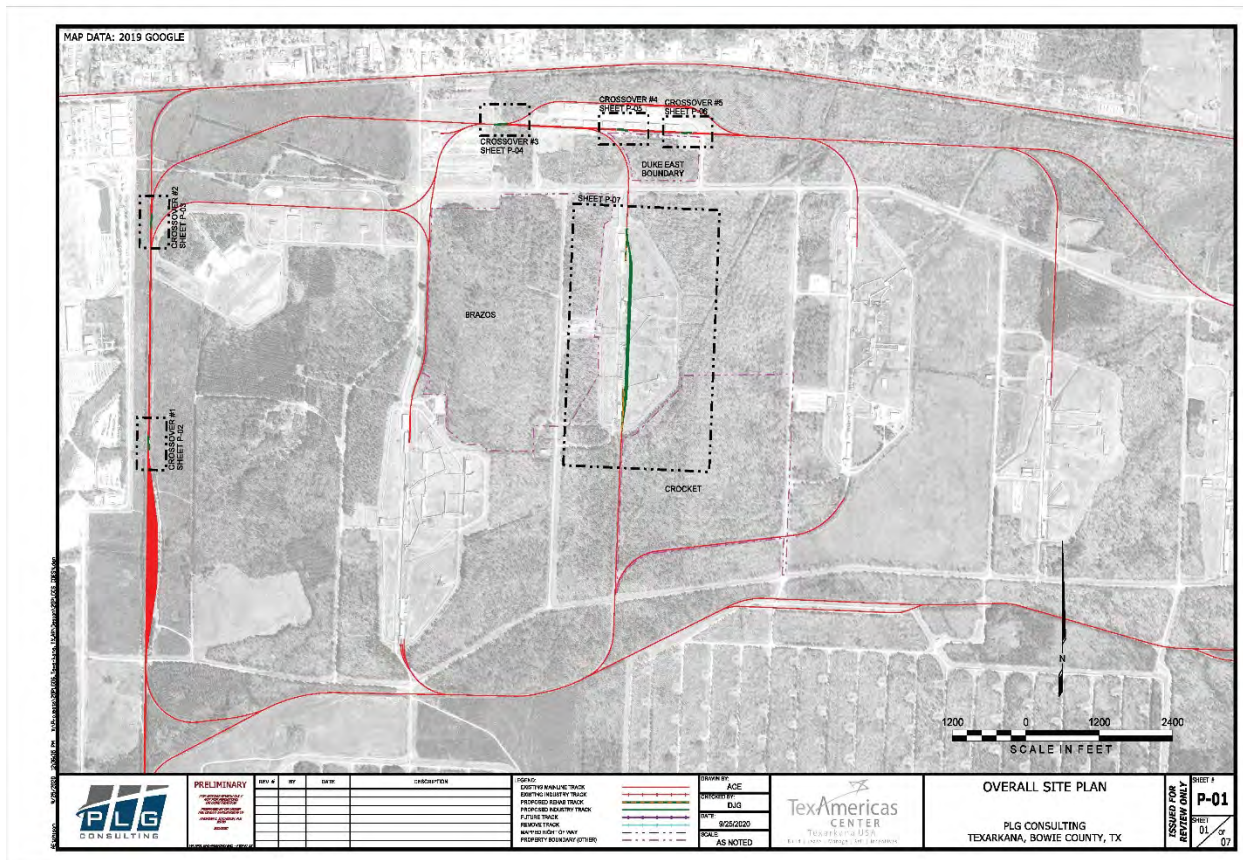
Memorandum: TexAmericas Centers Inc.

Date: March 19, 2021

PRELIMINARY ENGINEERING REPORT

PUBLIC WORKS AND ECONOMIC DEVELOPMENT

OVERALL SITE PLAN RAILS TEXAMERICAS CENTER



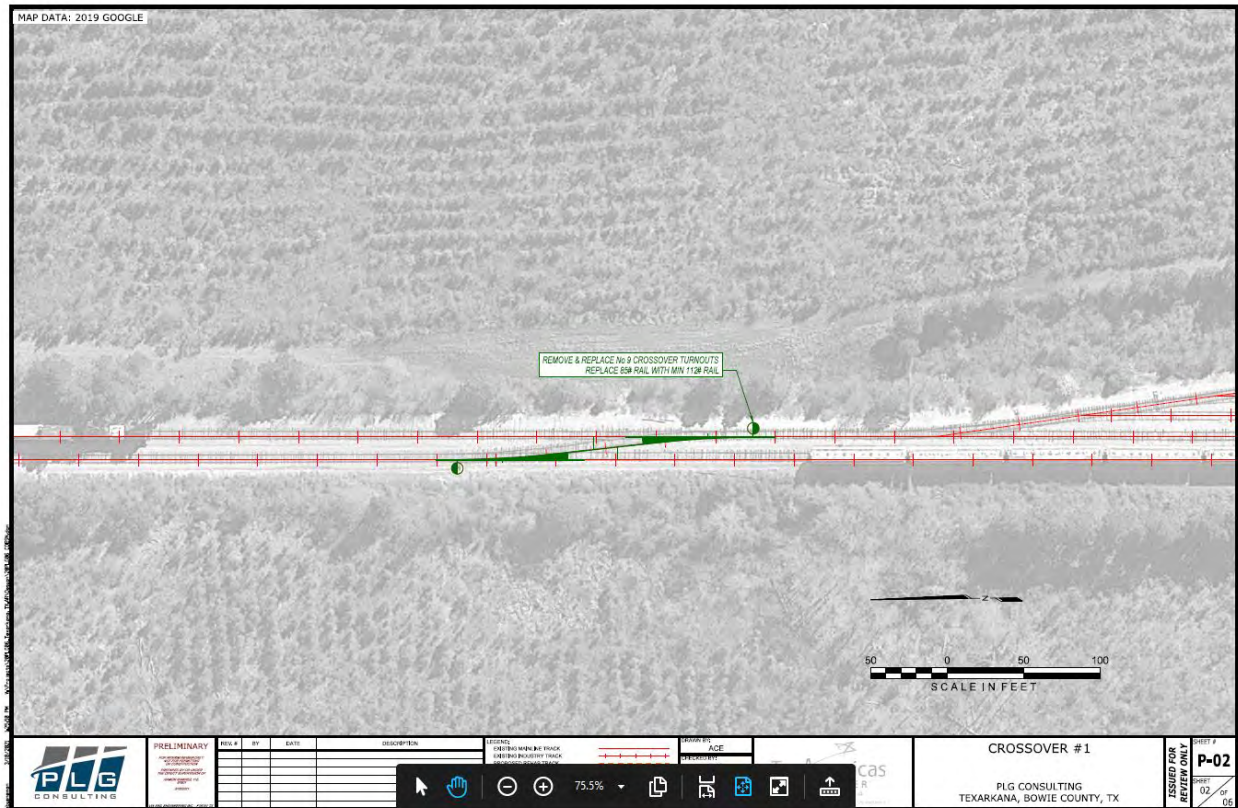
1.0 Description of Project Components – A general description of all project components,

1.1 Construction of new facilities or the renovation or replacement of existing ones

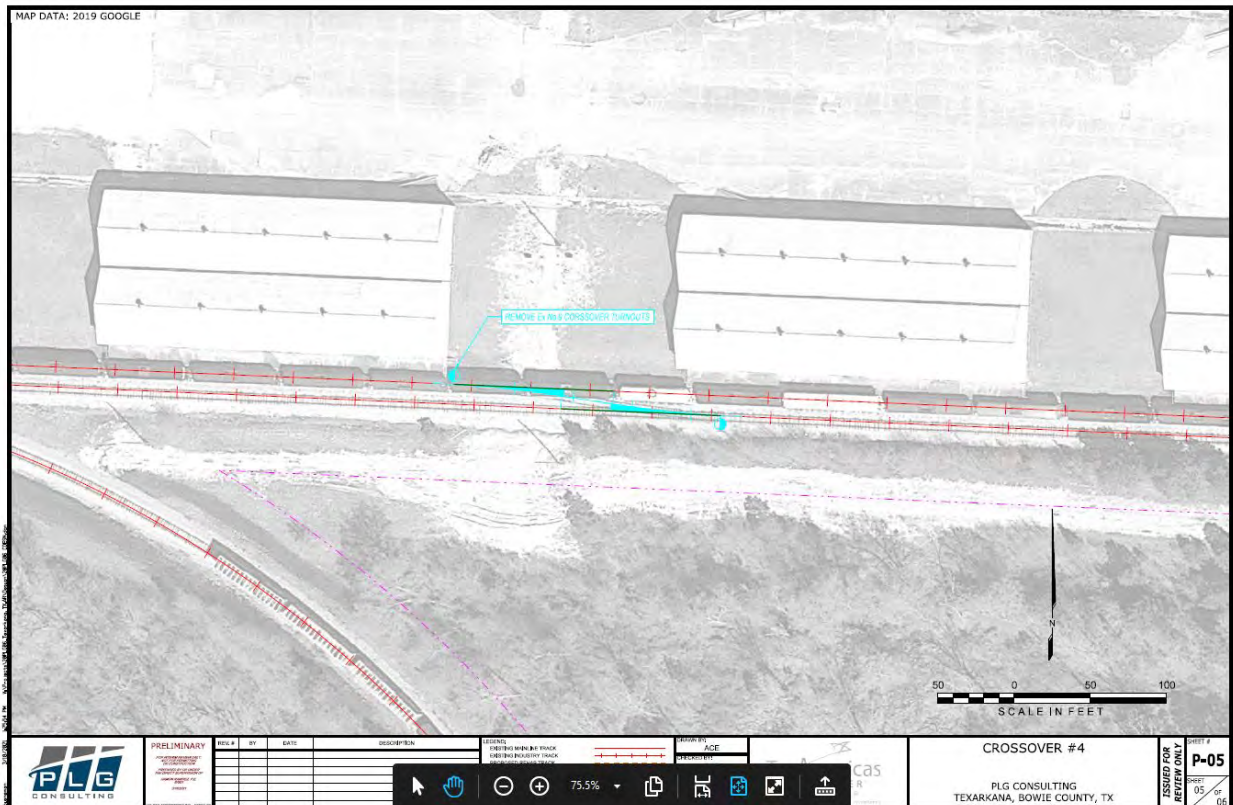
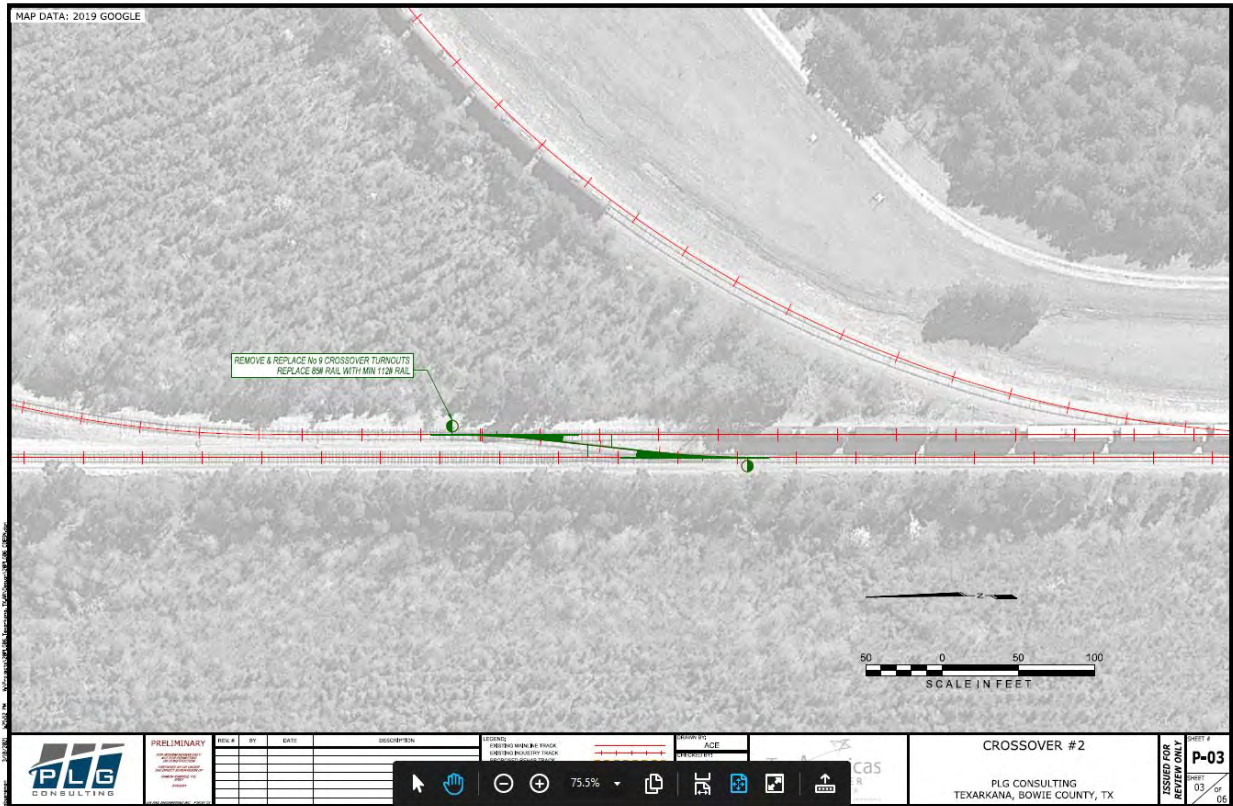
The facilities to be maintained.

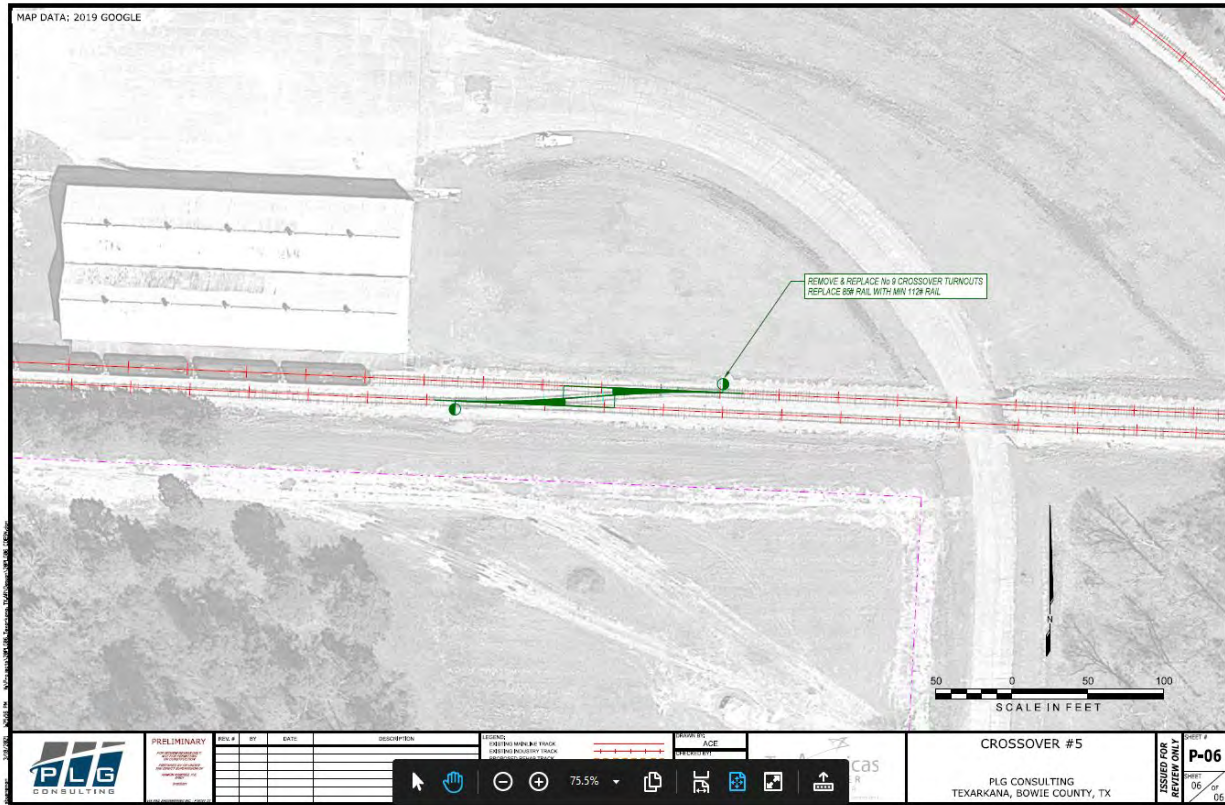
Approximately 505 lineal feet of existing track will be addressed to forestall delayed maintenance and restore the track classification appropriate to the volume of traffic and rail car weight and length anticipated for industrial and commercial tenants on the site. Up to five track turnouts may be upgraded or replaced to better match tenant requirements for rail service. The work will typically involve reshaping and augmenting the track ballast, replacing worn sections of track, replacing older ties as needed and restoring any degraded drainage features. The further site and intrusive investigations undertaken during actual design may necessitate minor adjustments in material selections appropriate to conditions, such as closer tie spacing, higher strength steel rails used in the track curves and more relaxed turnouts.

R&R No 9 CROSSOVER TURNOUTS W/112#



R&R No 9 CROSSOVER TURNOUTS W/112#

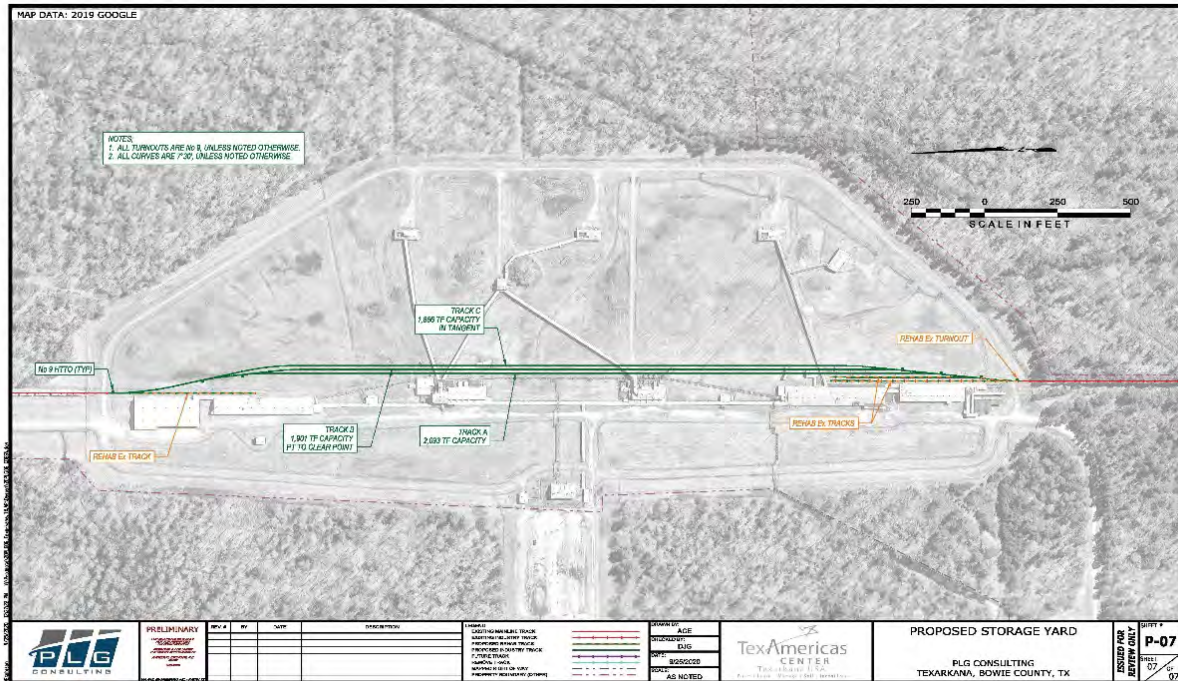




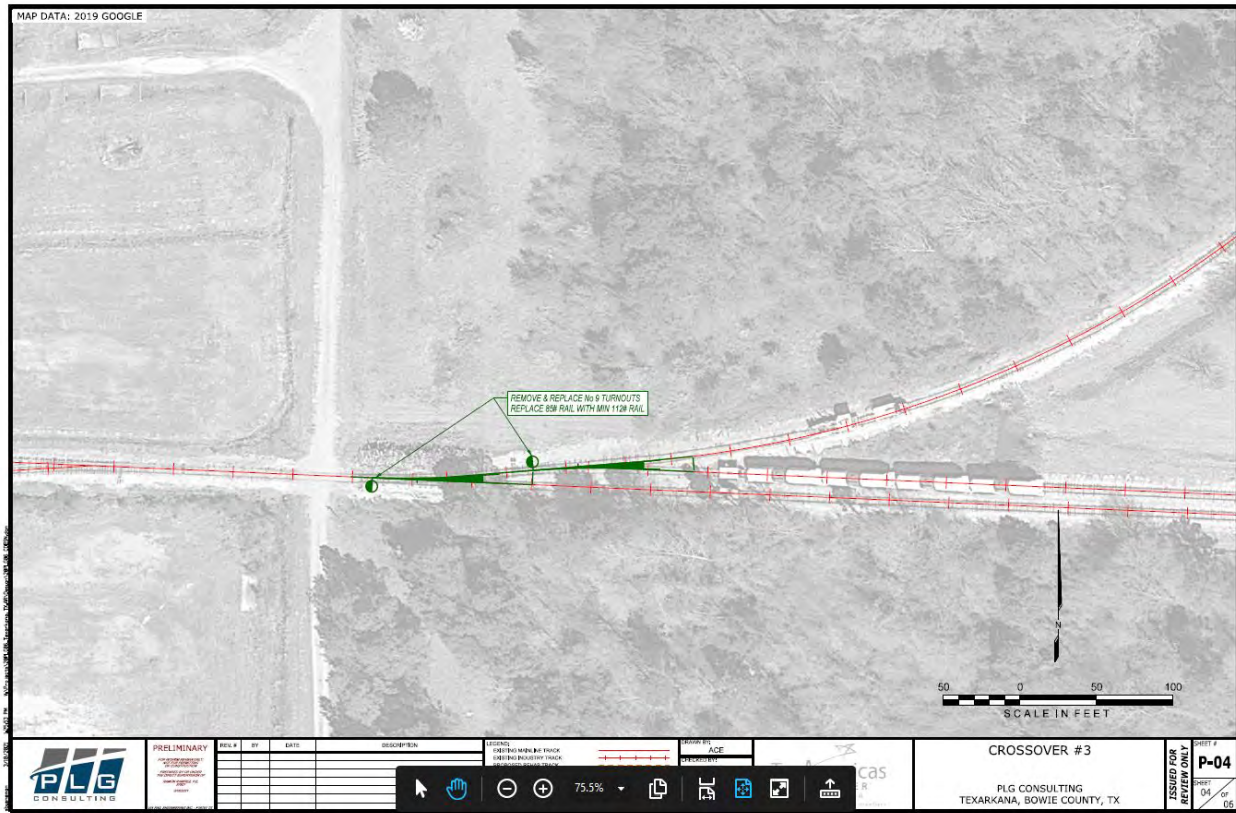
The facilities to be newly constructed.

Approximately 950 lineal feet of new railroad track will be constructed incorporating 112#-115#/yd railroad track. The figure below shows the capacity of the area for new rail when built out to this configuration.

REHAB TRACKS




REPLACE NO 9 TURNOUT



1.2 Each of the project components in terms of dimensions, quantities, capacities, square footage, etc.

The attached table, estimated Opinion of Probable Construction Costs, provides the unit quantities for new and rehabilitated track and special works to be undertaken in this project.

COST ESTIMATES

		IN OF PROBABLE CONSTRUCTION COST_20PLG06 TEXARKANA, TX 3/18/2021 Drawing Date: 3/18/2021 (20PLG06 CDESN_2021-03-18.pdf)			
	QUANTITY	UNIT	UNIT COST	SUBTOTAL	
Track work by Contractor					
Track construction (115#) (including ballast, ties, rails and OTM) (related to turnout/crossover up:	210	TF	\$ 156	\$ 32,760	
No. 9 turnout HTTO (115#)	2	EA	\$ 50,800	\$ 101,600	
No. 9 Crossover HTTO (115#)	3	EA	\$ 140,000	\$ 420,000	
Remove & Salvage No. 9 turnout	2	EA	\$ 4,300	\$ 8,600	
Remove & Salvage No. 9 Crossovers	4	EA	\$ 8,600	\$ 34,400	
Track construction (115#) (including mass grading, subballast, ballast, ties, rails and OTM) (new tr-	350	TF	\$ 282	\$ 287,915	
Track Rehab	505	TF	\$ 70	\$ 35,350	
			TOTAL COST	\$ 900,625	
Total Project Cost					
			Subtotal	\$ 900,625	
			Design/Permitting (10%)	\$ 90,063	
			Contingency*	\$ 40,000	
			Grant Administration	\$ 50,000	
			GRAND TOTAL	\$ 1,080,688	

EXCLUSIONS

- Historical land due diligence
- Soil boring and wetland delineation
- Clearing & Grubbing
- Mobilization
- Flagging (cost is approximately \$1,500/day per flagger per 8 hour workday)
- Erosion control and environmental permitting/protection
- Utility installation, modification, protection, or re-location
- Building or structure construction, modification, or removal
- Public roadway modifications (DOT) (including roadway materials, signage and striping)
- Crossing protection as agreed to by the railroad and DOT (installation and/or modification)
- Fence or gate installation or removal
- Access roads
- Bond/Insurance/Taxes
- Property acquisition or easements
- Flood plain mitigation and coordination with Army Corp of Engineers
- Signage
- Compromise bars or transition rails

*Contingency set by PLG Client

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over-competitive bidding or market conditions, ENGINEER's opinions of probable Total project Costs and Construction Cost provided for herein are made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.

VRE

DPCC by SHH 3/16/2021
 QA/QC by IPB 3/18/2021
 DGN/Model 20PLG06 CDESN.dwg\WTO 2020-4-F-131

2.0 Project components in conformity with the project description of Section B.2 of EDA Form ED-900

The applicant is an economic development and industrial site owner / operator managing and maintaining the site's buildings, utilities, and transportation infrastructure and operations for industrial and logistics tenants as lessor customers. TAC often acts as a surrogate customer to frame, develop and invest in the infrastructure serving industries actively engaged in the marketplace, thereby creating jobs and economic value for the greater metropolitan area.

The project components described in this PER document are consistent with the EDA investment project description provided in §B.2 of ED Form-900.

3.0 Drawing of project components, layout and existing site conditions, including Project beneficiaries of Section B.9 of the EDA Form ED-900

The project components described in this PER document support the core railroad transportation infrastructure on the site that provides access to individual parcels under lease to industrial and commercial tenants. TAC works to establish a recognized presence in the industrial and commercial property leasing industry through individual company and broader industry meetings. The future site and building leases, as well as employment and economic returns to the area, are anticipated as a result of TAC's ongoing dialogue and presence in the marketplace. The proposed railroad transportation infrastructure investment improves the accessibility and reliability of railroad freight service to areas and parcels within the overall TAC property.

The project components described in this PER document are consistent with the EDA investment project description provided in §B.9 of ED Form-900. The project beneficiaries include industrial and commercial organizations whose activities require freight transportation, as well as those organizations providing transportation services. In the former category, such organizations may be involved in manufacturing, material processing, warehousing, supply and distribution and other activities that benefit from the freight movement capabilities of freight rail transportation. TAC has recently concluded several contracts with tenants to locate on-site, in addition to sustaining an active dialogue with other interested industries. **SEE SECTION 1 ABOVE FOR DRAWINGS.**

4.0 Feasibility analysis of constructability.

The maintenance and construction portions of work anticipated by the use of the Grant funds involves generally well-known construction techniques and materials for rail served industrial and commercial sites. The project site has been visited in anticipation of the Grant Application. The visual and non-intrusive observations indicated that the anticipated work would be free to proceed with normal site preparation for the work to be performed. The project anticipates upgrade and replacement of existing railroad tracks and track elements such as switches, cross ties and subgrade/ballast. Additional storage tracks will be located parallel to existing rail lines on the site. Some portion of the existing alignments may be straightened and widened to improve railcar movement. Each of the work elements are generally well known and often undertaken by the railroad transportation industry.

5.0 Methods of construction

The methods of construction are anticipated to remain consistent with typical outdoor work to install railroad transportation infrastructure. The work may include demolition and removal of legacy structures, grading and excavation for the proposed and existing track, including drainage structures, placing foundation materials (including track ballast), installing ties, track, switches, turnouts and frogs, as well as electrical power and communications.

A traditional design/bid/build approach with sealed competitive bids is anticipated for the project, mitigating the need for a construction services procurement plan. Engineering construction management services may be procured as part of the design services competitive bid process to augment TAC resources.

6.0 Number of construction contracts

The nature of the work to be performed is generally known in the industrial economic development field, although project specific details will vary with each project. Industrial sites are served by more than one transportation mode to enhance access and sustain the industry's connections to the marketplace. The nature and magnitude of the work will be undertaken by first completing the project design and preparing bid documents. A sealed bid process is anticipated where one final bidder will be selected. The Prime Contractor may have one or more subcontracts for specific pieces of work, placing concrete for drainage culvert headwalls as an example. TAC staff and Directors may elect to award the design, permitting and construction oversight in one contract due to the overlapping and compatible work elements associated with each task. The individual procurement steps for design and construction will enable and will provide a transparency and openness in the project as it is undertaken following the grant award through to construction and commissioning.

The work to be performed will be executed in a sequence of activities proceeding immediately as one task element is completed. Demolition of existing site works will precede site grading as a normal construction method. Work phasing may be undertaken for the project as individual companies identify their preferred location on-site and their anticipated railcar storage and positioning needs are quantified. The proposed work in this project will be expandable by the addition of storage tracks and/or the extension of existing lines as the need arises.

7.0 Current detailed construction cost estimate for each of the project components,

7.1 Showing quantities, unit prices, and total costs.

The detailed construction cost estimate has been prepared following a review of site conditions and a discussion of the proposed scope of work elements. The EDA Form SF424C has been prepared and is incorporated in this document. The foundation for the line item costs in the Form SF424C are presented in the estimated Opinion of Probable Construction Cost, a table also included with this application.

7.2 Provide a basis for the determination of construction contingencies

Construction contingencies are determined on the basis of known and anticipated site conditions and generally accepted practice for project design with the level of detail in the design. At the Preliminary Engineering Design and visual site observation, with a specified project cost limit established in the Grant Application, a fixed contingency of \$40,000 has been used for the estimates prepared for the Grant Application. The individual track elements may be modified as actual construction contracts are evaluated based on the prices received in the bidding process.

8.0 Need for real property acquisition

TAC, as the applicant, is the owner of the project site and has existing administrative jurisdiction for the real property necessary for the project.

9.0 All needed permits and their timeline

The project will be designed in accordance with the American Railway Engineering and Maintenance-of-Way Association (AREMA) design recommendations and industry practice. Design of the rehabilitation portions of the project will meet or exceed the applicable United States Department of Transportation (USDOT) Federal Railroad Administration (FRA) requirements. Further, the project will also be designed in conformity with the design requirements of the Union Pacific (UP) Railroad, the Class I railroad in closest proximity to the site.

10.0 Project Schedule

The project will be undertaken as soon as practicable following the notice and award of the grant. The summary of the detailed schedule is first presented below based on the Notice of Award based on the following categories.

The project schedule from notice of award can be completed as follows:

- Advertise, procure and engineering design of project – 6 months
- Project approvals – 3 months
- Advertise, select and award project to contractor – 2 months
- Construction – 18 months
- Project closeout – 1 month

The project total months projected 30

11.0 Overall Project Budget Breakdown.

The following page is a breakdown of the budget with cost estimates. Estimates may be adjusted with formal design and approval from EDA.



RESOLUTION NO. 20210323-07

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH AX'EM TIMBER SERVICES, INC. FOR FOREST PRODUCTS SALE ON PIT ROAD UPON TEXAMERICAS CENTER-EAST

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 Board of Directors adopted a Forestry Management Plan (Resolution #20200526-05); and

WHEREAS, the Forestry Management Plan specifies certain areas and manner of harvesting; and

WHEREAS, Kingwood Forestry Services negotiated a lump sum price for forestry products on certain parcels of land specified in the forest management plan and produced a high bidder, **AX'EM TIMBER SERVICES, INC.** in a lump sum amount payable to TexAmericas Center of **\$165,596.00**; and

WHEREAS, **AX'EM TIMBER SERVICES, INC.** has submitted a satisfactory proposal in the amount of **\$165,596.00** and has met all TexAmericas Center requirements to be qualified to do work; and

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 award a contract to **AX'EM TIMBER SERVICES, INC.** for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Lump Sum Agreement

FOREST PRODUCTS SALE CONTRACT

THIS AGREEMENT is made and entered into by and between **TexAmericas Center**, hereinafter referred to as **SELLER**, and **Ax'Em Timber Services, Inc.**, hereinafter referred to as **BUYER**.

ARTICLE 1. The **BUYER** hereby purchases from the **SELLER** and the **SELLER** hereby sells to the **BUYER**, upon the terms and conditions hereinafter stated, all the trees which have been designated by the **SELLER** or its representatives located on the following lands, to wit:

Pit Road – Stand 71: Part of W. Young, A-694, in Bowie County, Texas. (See attached map.)

The designated timber sold under the terms of this contract is as follows:

All merchantable timber within the designated timber sale area is to be sold. (See attached map).

ARTICLE 2. As full and complete payment for the timber conveyed under the terms of this contract, the **BUYER** agrees to pay the **SELLER**:

\$165,596.00 upon execution of this sale contract.

\$2,000.00 performance deposit is to be paid to Kingwood Forestry Services Escrow and will be returned when all work is satisfactorily completed in conformance with this contract.

ARTICLE 3. The **BUYER** agrees to cut and remove the above described timber in accordance with the following conditions:

1. The timber felled shall be limited to the designated trees standing upon the timber sale area.
2. The **BUYER** assumes the responsibility for the suppression of all forest fires on the property caused by him and/or his agents or employees and to pay for damages resulting from such fires.
3. Logging damage must be held to a minimum. Compliance with Best Management Practices for Texas will be required.

ARTICLE 4. It is mutually understood and agreed by and between the parties hereto as follows:

1. This contract shall terminate **March 23, 2022** unless extended in writing by the **SELLER**.
2. Ownership of trees which are uncut and any forest products which are not removed from the described sale area at the date of this agreement's termination reverts to the **SELLER**.
3. The **SELLER** hereby guarantees to the **BUYER**, his successors or assigns that he will forever warrant and defend the title to said forest products and privileges here in granted against all claims at his expense.
4. **SELLER** also transfers and assigns to **BUYER** all necessary rights of ingress and egress over and across the above described property owned by **SELLER** and contiguous thereto for the purpose of cutting and removing the trees and timber herein sold and conveyed.
5. The **BUYER** and his employees and contractors shall conform to state and federal regulations and requirements of law in the removal of timber conveyed herein. The **BUYER** or his contractor shall comply with the provisions of the Workmen's Compensation Law and with the provisions of the Unemployment Compensation Law of the United States and the State of Texas.
6. Except for negligence that might be attributable to the **SELLER**, his agents, servants or employees, the **BUYER** agrees to hold the **SELLER** harmless from any injury to persons or property occurring in connection with this agreement and on the premises herein described.
7. The **BUYER** agrees to repair, at his own expense, damages to roads, gates, fences, bridges, culverts and other improvements caused by his operations and to remove logging debris from existing woods roads and creeks and to comply with all state and federal laws and regulations.
8. The **BUYER** shall notify the **SELLER'S** representative, Kingwood Forestry Services, Inc. two (2) days prior to any harvesting operations, and again when the harvest operations have been completed.
9. The **SELLER'S** representative, Kingwood Forestry Services, Inc. reserves the right of checking the operation at any time to determine whether the provisions of this agreement are being carried out.
10. **SELLER** represents that there are no threatened or endangered species of fish, wildlife, plants, or habitat therefore on any of the land subject to the best of **SELLER'S** knowledge. If any restrictions by law or governmental regulation or

if any action or threatened action from a federal, state, or local government agency prevents **BUYER** from cutting or removing timber purchased hereunder, **SELLER** hereby agrees to reimburse **BUYER** for the volume that is standing on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise conducted by **SELLER** and **BUYER**.

11. In case of dispute over the execution of the terms of this agreement, final decision shall rest with an arbitration board of three persons, one to be selected by each party of this agreement and a third to be a registered forester acceptable to the **BUYER** and the **SELLER**, whose fee shall be paid in advance with one-half paid by the **SELLER** and one-half by the **BUYER**.

IN WITNESS WHEREOF, the parties have set their hands and seals, this the _____ day of _____, 2021.

BUYER: Ax'em Timber Services, Inc.

By: Taylor Watson

SELLER: TexAmericas Center

By: Scott Norton, Executive Director/CEO

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for said County and State, the within named **Scott Norton**, who acknowledged that he, as such agent, being duly authorized to so do, signed, executed and delivered the foregoing instrument as and for the act and deed of **TexAmericas Center** on the day and year therein mentioned and for the purpose therein expressed.

WITNESS my hand and official seal this, the ____ day of _____, 2021.

(Notary Public Stamp below)

Notary Public Signature: _____

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

Personally, appeared before me, the undersigned authority in and for said County and State, the within named **Taylor Watson**, who acknowledged that he, as such agent, being duly authorized to so do, signed, executed and delivered the foregoing instrument as and for the act and deed of **Ax'Em Timber Services, Inc.** on the day and year therein mentioned and for the purpose therein expressed.

WITNESS my hand and official seal this, the ____ day of _____, 2021.








(Notary Public Stamp below)

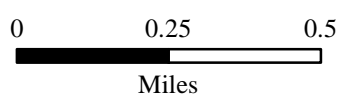
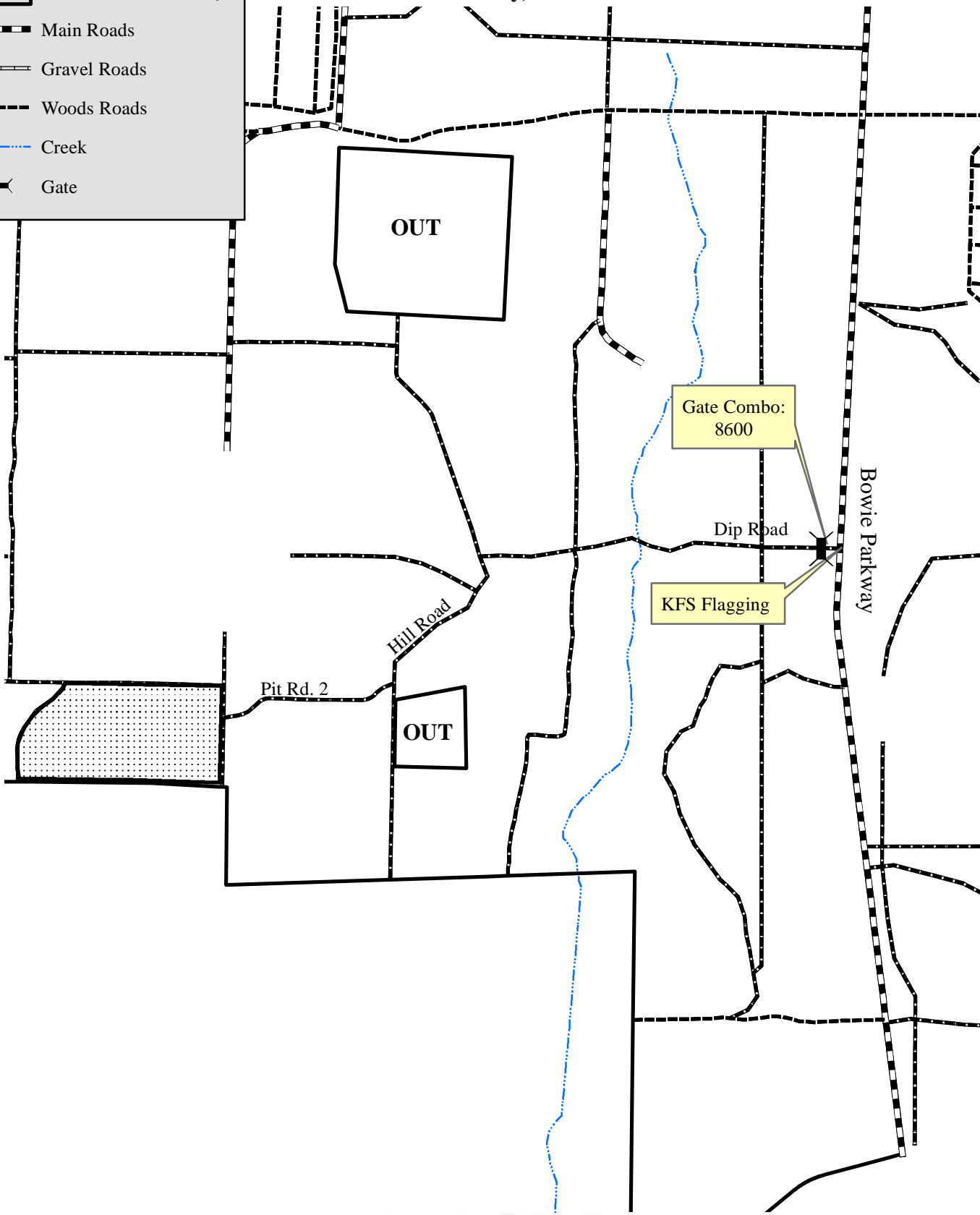
Notary Public Signature: _____

My Commission Expires: _____

TexAmericas Center
 Pit Road Tract
 Clearcut Sale Area
 +/- 60 Acres
 Bowie County, Texas

Legend

-  Sale Area +/- 60 Acres
-  TexAmericas Boundary
-  Main Roads
-  Gravel Roads
-  Woods Roads
-  Creek
-  Gate



Printed: March, 2021
 Printed By: RJH

P.O. Box 5887
4414 Galleria Oaks Drive
Texarkana, TX 75505
(903)831-5200
FAX 1-903-831-9988
E-mail: texarkana@kingwoodforestry.com



Other Kingwood Locations:
P.O. Box 1290
145 Greenfield Drive
Monticello, AR 71657
(870)367-8567
FAX 1-870-367-8424

P.O. Box 64
No. 4 Executive Circle
Arkadelphia, AR 71923
(870)246-5757
FAX 1-870-246-3341

NOTICE OF TIMBER SALE

Bid Date: THURSDAY, March 18, 2021 @ 10:00 A.M.

Pit Road Timber Sale

TexAmericas Center, has directed Kingwood Forestry Services, Inc. to solicit **lump-sum bids** for the sale of all merchantable timber on approximately 60 acres in Bowie County, Texas.

Location: Timber to be sold is located on 60 acres, more or less, part of W. Young, A-694, in Bowie County, Texas. (See attached maps.)

Timber to be sold: All merchantable timber within the designated timber sale area is to be sold. Based upon a 10 BAF, plot per acre cruise conducted by Kingwood Forestry Services, Inc. in February 2021, the tree count and estimated volumes are as follows:

Pine Sawtimber	1,867 Trees	3,886 Tons
Oak Sawtimber	404 Trees	469 Tons
Gum & Misc. Sawtimber	151 Trees	160 Tons
Pine Pulpwood	1,186 Trees	918 Tons
Hardwood Pulpwood	4,360 Trees	1,198 Tons

Due to variations in utilization standards and scaling practices, the timber volumes cannot be guaranteed.

Method of Sale: The timber will be sold on the basis of **lump-sum sealed bids**. Bids will be opened at the Kingwood Forestry Services, Inc. office at 4414 Galleria Oaks Drive, Texarkana, Texas, **10:00 A.M. on THURSDAY, March, 18, 2021**. Mailed bids should be addressed to Kingwood Forestry Services, Inc., P. O. Box 5887, Texarkana, TX 75505, with "**Pit Road Timber Bid**" clearly marked in lower left corner of the envelope to protect the security of the bids. Telephone bids from buyers known to Kingwood Forestry Services, Inc. will be accepted, however, **it is preferred that bids be delivered via e-mail texarkana@kingwoodforestry.com or fax number 903-831-9988. Faxed bids will be acknowledged immediately. Please await confirmation that your fax bid has been received.** Anyone submitting a bid for the purchase of the timber will be provided with a summary of bid results. Buyers submitting bids are welcome to attend the bid opening.

(Conditions of Sale on next page)

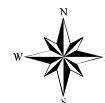
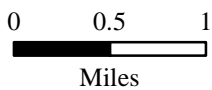
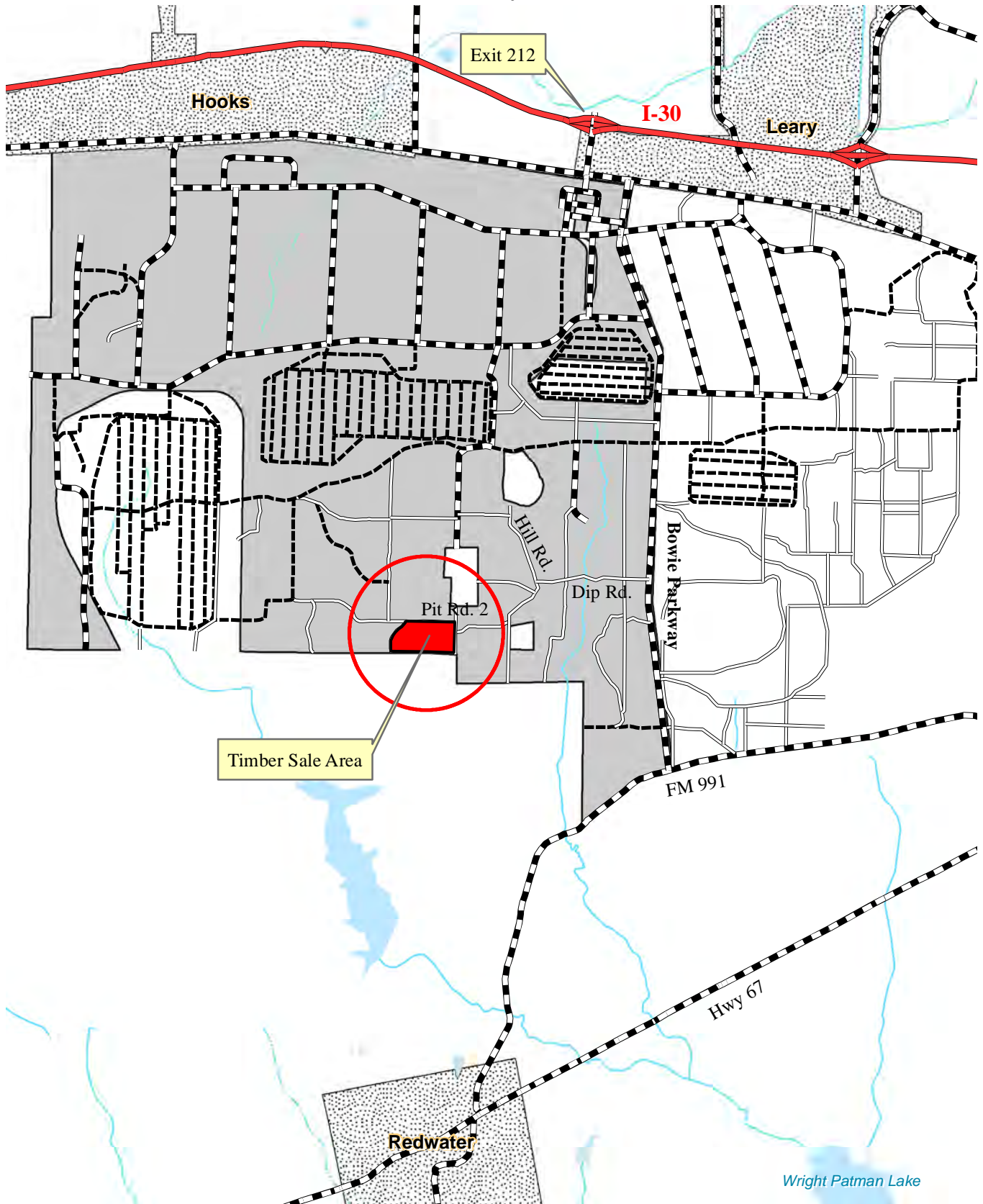
Conditions of Sale:

1. The sellers reserve the right to accept or reject any bid. Contract will be signed by the seller on March 23 after their Board of Directors meeting.
2. Conveyance will be by a conventional Lump-Sum Forest Products Sale Contract provided by seller requiring a \$2,000.00 performance deposit, and providing until **March 23, 2022**, to cut and remove the designated timber. A sample contract is available upon request. If buyer requests modifications or exceptions to contract, those should be clearly stated in the bid.
3. Compliance with Best Management Practices (BMP) for Texas will be required.
4. The buyer will be required to provide Kingwood, prior to closing, a certificate(s) of insurance that shows the following minimum requirements:
 - Statutory worker's compensation insurance covering all of its employees.
 - Vehicle liability of \$1,000,000 (or higher if required by state and/or federal laws)
 - Commercial general liability insurance and contractual liability insurance of \$1,000,000 combined single limit and \$1,000,000 general aggregate and shall name TexAmericas Center and Kingwood Forestry Services, Inc. as **additional insured and certificate holder** thereunder.
5. Any questions regarding this sale should be directed to Carl Herberg or Pat Grissom of Kingwood Forestry Services, Inc. at 903-831-5200.

Legend

 Sale Area

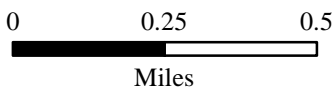
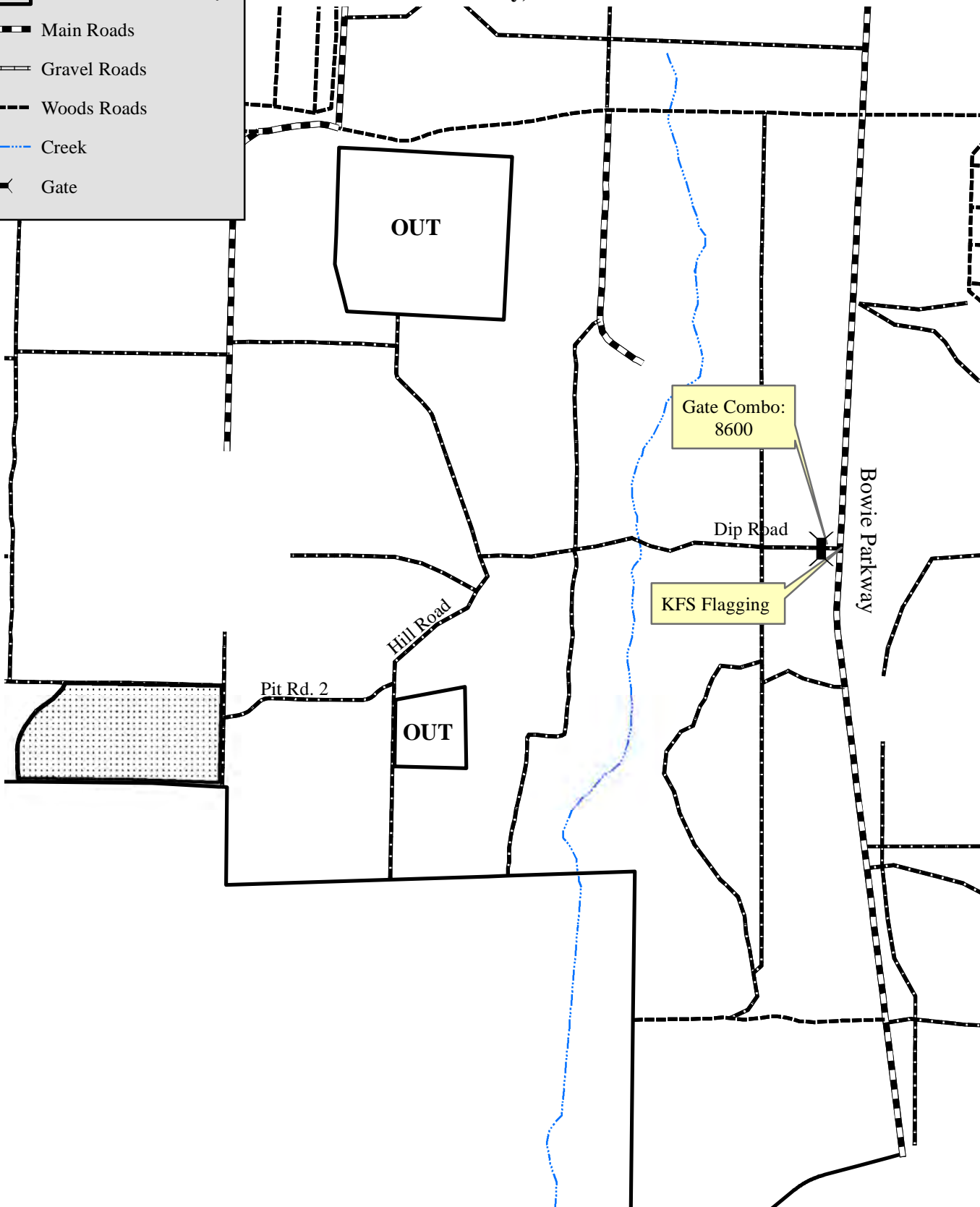
**TexAmericas Center
Pit Road Tract
Clearcut Sale Area
+/- 60 Acres
Bowie County, Texas**



TexAmericas Center
Pit Road Tract
Clearcut Sale Area
+/- 60 Acres
Bowie County, Texas

Legend

-  Sale Area +/- 60 Acres
-  TexAmericas Boundary
-  Main Roads
-  Gravel Roads
-  Woods Roads
-  Creek
-  Gate



Printed: March, 2021
Printed By: RJH

Legend

 Pit Road Tract

**TexAmericas Center
Pit Road Tract
Clearcut Sale Area
+/- 60 Acres
Bowie County, Texas**

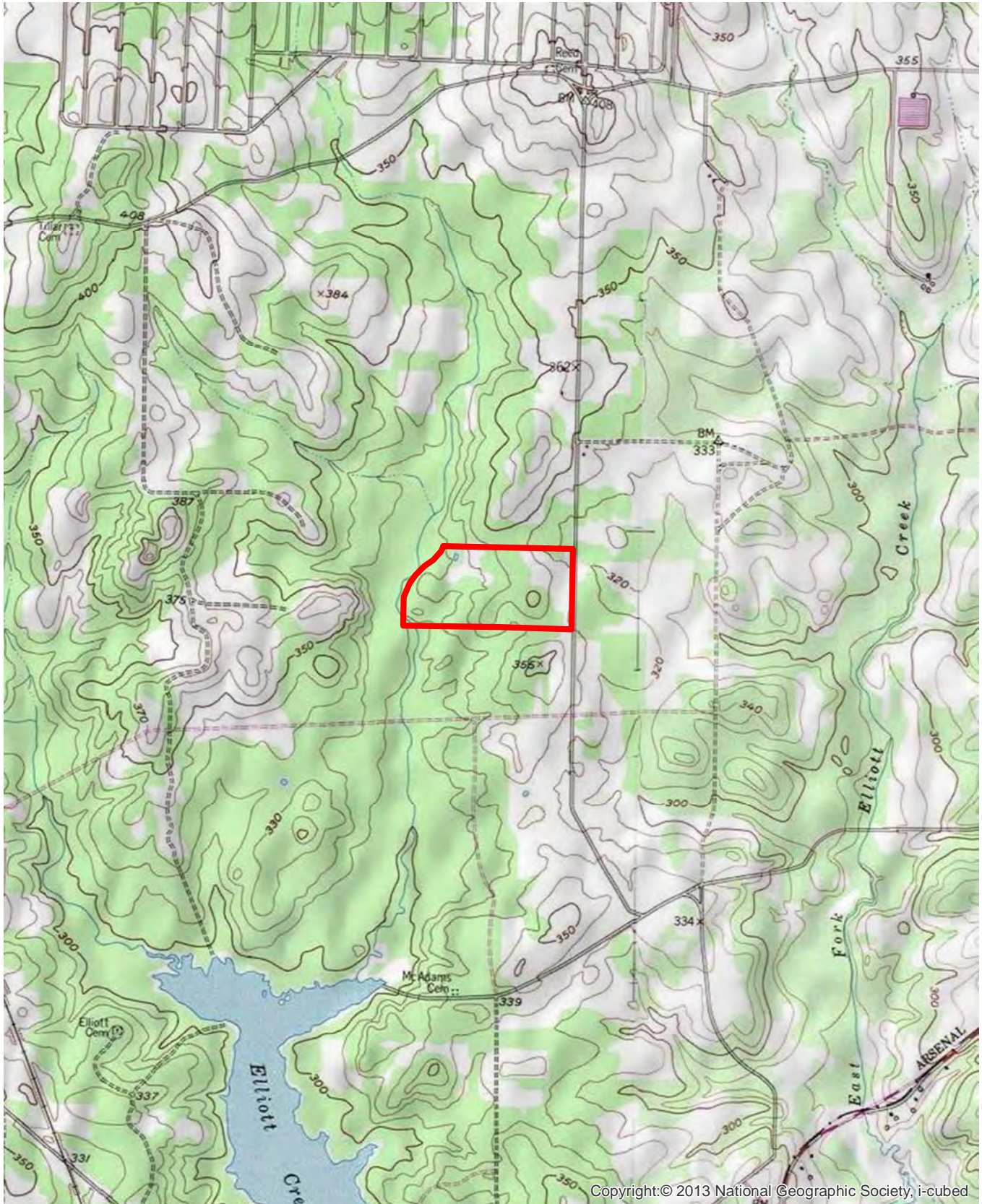


Printed: March, 2021
Printed By: RJH

Legend

 Pit Road Tract

**TexAmericas Center
Pit Road Tract
Clearcut Sale Area
+/- 60 Acres
Bowie County, Texas**



Copyright:© 2013 National Geographic Society, i-cubed



Printed: March, 2021
Printed By: RJH

Stand Summary by Group, Product and DBH

Sampling Method:	Point
BAF / Plot Size:	10
# Plots/points:	52
Stand Acres:	60.0
Cruiser:	RJH & RRT
Template:	GENERIC

Tract Name:	Pit Road
Stand ID:	2021 Clearcut
Location:	Bowie County, Texas
Date Cruised:	2/3/2021
Sawlog Vol Units:	Doyle



Pine

	Stand Total					Per Acre					Avg. Tree		Avg. Heights		
	DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Pulpwood	6	117.5	17.4			0.38	2.0	0.29			0.148			32.5	48.0
	8	396.7	121.3			2.31	6.6	2.02			0.306			43.8	58.7
	9	208.9	90.1			1.54	3.5	1.50			0.431			52.5	68.0
	10	232.7	125.0			2.12	3.9	2.08			0.537			53.6	70.0
	11	139.9	97.7			1.54	2.3	1.63			0.699			60.5	77.4
	14	54.0	55.8			0.96	0.9	0.93			1.033			56.5	69.5
	15	18.8	24.3			0.38	0.3	0.41			1.294			64.5	78.0
	16	8.3	12.4			0.19	0.1	0.21			1.497			64.5	80.5
	20	5.3	15.7			0.19	0.1	0.26			2.975			96.9	110.5
23	4.0	14.6			0.19	0.1	0.24			3.659			99.5	110.5	
Pulpwood Total		1,186.0	574.3			9.81	19.8	9.57			0.775			49.6	65.1
Sawtimber 12" DBH @ 7" top	12	58.8	14.4	33.2	3.0	0.77	1.0	0.24	0.55	49.79	0.564	50.832	40.6	63.0	74.3
	13	175.3	12.2	178.0	17.3	2.69	2.9	0.20	2.97	288.11	1.016	98.639	58.6	75.6	88.7
	14	248.3	20.6	296.2	31.1	4.42	4.1	0.34	4.94	518.12	1.193	125.225	60.9	78.5	90.7
	15	188.0	15.6	257.3	28.5	3.85	3.1	0.26	4.29	475.40	1.368	151.684	62.3	78.6	90.0
	16	148.7	14.7	249.1	29.6	3.46	2.5	0.25	4.15	493.82	1.675	199.189	69.1	86.7	98.8
Sawtimber Total		819.1	77.5	1,013.8	109.5	15.19	13.7	1.29	16.90	1825.23	1.238	133.706	60.8	78.3	90.4
Large ST 12" DBH @ 10" top	17	95.2	34.1	153.8	20.5	2.50	1.6	0.57	2.56	342.22	1.616	215.769	51.8	85.4	99.0
	18	208.9	62.0	406.9	56.8	6.15	3.5	1.03	6.78	947.26	1.947	272.016	57.2	86.8	100.5
	19	99.6	23.9	220.5	31.3	3.27	1.7	0.40	3.67	521.91	2.213	314.331	60.3	84.7	98.3
	20	142.8	32.0	368.5	54.5	5.19	2.4	0.53	6.14	909.12	2.580	381.988	64.8	88.2	102.2
	21	139.1	27.3	403.7	61.7	5.58	2.3	0.45	6.73	1028.52	2.902	443.594	68.2	88.2	102.6
	22	144.2	35.9	466.6	74.2	6.35	2.4	0.60	7.78	1236.06	3.235	514.164	69.5	91.4	106.0
	23	88.0	23.4	314.5	51.6	4.23	1.5	0.39	5.24	860.67	3.574	586.950	71.0	92.5	107.3
	24	73.5	17.1	289.1	47.7	3.85	1.2	0.29	4.82	795.12	3.936	649.468	74.6	94.1	106.8
	25	44.0	10.0	189.3	32.1	2.50	0.7	0.17	3.16	535.16	4.302	729.711	75.5	94.7	107.0
	26	9.4	1.5	45.7	7.9	0.58	0.2	0.02	0.76	131.20	4.869	838.443	80.5	96.5	110.5
	27	2.9	0.5	14.0	2.5	0.19	0.0	0.01	0.23	41.30	4.838	853.903	72.5	88.5	100.5
Large ST Total		1,047.6	267.8	2,872.6	440.9	40.38	17.5	4.46	47.88	7348.55	2.742	420.873	64.6	88.9	102.8
Group Total		3,052.7	919.7	3,886.4	550.4	65.38	50.9	15.33	64.77	9173.78	1.461	180.307	62.9	70.8	84.8

Red Oak

Stand Total						Per Acre					Avg. Tree		Avg. Heights		
	DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Sawtimber	14	64.8	0.0	41.6	4.1	1.15	1.1	0.00	0.69	68.30	0.643	63.276	23.2	23.2	26.8
	15	37.6	0.0	25.3	2.7	0.77	0.6	0.00	0.42	44.68	0.672	71.278	20.5	20.5	22.0
	16	57.8	0.0	55.2	6.1	1.35	1.0	0.00	0.92	101.88	0.954	105.671	27.9	27.9	30.6
	17	22.0	0.0	19.9	2.4	0.58	0.4	0.00	0.33	39.84	0.906	108.849	21.8	21.8	25.2
	18	32.6	0.0	41.2	5.1	0.96	0.5	0.00	0.69	85.53	1.262	157.190	29.3	29.3	30.9
	19	17.6	0.0	23.4	3.1	0.58	0.3	0.00	0.39	51.19	1.330	174.713	27.2	27.2	29.2
	20	15.9	0.0	21.7	3.0	0.58	0.3	0.00	0.36	49.74	1.366	188.106	24.5	24.5	26.2
	21	24.0	0.0	44.6	6.3	0.96	0.4	0.00	0.74	104.74	1.859	261.997	32.5	32.5	35.5
	22	17.5	0.0	30.6	4.5	0.77	0.3	0.00	0.51	74.77	1.752	256.603	26.5	26.5	30.5
	23	8.0	0.0	12.7	1.9	0.38	0.1	0.00	0.21	31.44	1.582	235.845	20.5	20.5	24.5
	24	14.7	0.0	30.5	4.7	0.77	0.2	0.00	0.51	77.87	2.075	318.012	26.5	26.5	28.3
	25	13.5	0.0	30.6	4.8	0.77	0.2	0.00	0.51	80.68	2.260	357.552	26.5	26.5	29.8
	28	5.4	0.0	14.4	2.4	0.38	0.1	0.00	0.24	40.34	2.675	448.512	24.5	24.5	26.0
Sawtimber Total		331.4	0.0	391.7	51.1	10.00	5.5	0.00	6.53	851.00	1.182	154.089	25.6	25.6	28.3
Group Total		331.4	0.0	391.7	51.1	10.00	5.5	0.00	6.53	851.00	1.182	154.089	25.6	25.6	28.3

White Oak

Stand Total						Per Acre					Avg. Tree		Avg. Heights		
	DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Sawtimber	14	10.8	0.0	7.3	0.7	0.19	0.2	0.00	0.12	11.93	0.672	66.290	24.5	24.5	30.5
	15	28.2	0.0	25.1	2.6	0.58	0.5	0.00	0.42	43.05	0.889	91.575	29.8	29.8	32.2
	17	7.3	0.0	8.9	1.0	0.19	0.1	0.00	0.15	17.34	1.218	142.150	32.5	32.5	34.5
	18	6.5	0.0	7.2	0.9	0.19	0.1	0.00	0.12	15.28	1.107	140.450	24.5	24.5	26.5
	19	5.9	0.0	8.9	1.2	0.19	0.1	0.00	0.15	19.25	1.523	197.082	32.5	32.5	34.5
	20	10.6	0.0	12.6	1.7	0.38	0.2	0.00	0.21	28.68	1.195	162.689	20.5	20.5	23.0
Sawtimber Total		72.4	0.0	77.3	9.3	1.92	1.2	0.00	1.29	154.98	1.067	128.406	27.4	27.4	30.2
Group Total		72.4	0.0	77.3	9.3	1.92	1.2	0.00	1.29	154.98	1.067	128.406	27.4	27.4	30.2

Sweetgum

Stand Total						Per Acre					Avg. Tree		Avg. Heights		
	DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Sawtimber	14	10.8	0.0	10.5	1.0	0.19	0.2	0.00	0.18	16.13	0.975	89.643	40.5	40.5	45.5
	16	24.8	0.0	21.6	2.4	0.58	0.4	0.00	0.36	40.11	0.870	97.074	24.5	24.5	26.2
	17	29.3	0.0	32.1	3.8	0.77	0.5	0.00	0.53	62.96	1.095	129.003	28.5	28.5	30.8
	21	4.8	0.0	12.2	1.7	0.19	0.1	0.00	0.20	27.83	2.534	348.110	48.5	48.5	55.5
	22	4.4	0.0	10.6	1.5	0.19	0.1	0.00	0.18	25.81	2.421	354.328	40.5	40.5	45.5
Sawtimber Total		74.0	0.0	86.9	10.4	1.92	1.2	0.00	1.45	172.84	1.174	140.073	30.9	30.9	33.8
Group Total		74.0	0.0	86.9	10.4	1.92	1.2	0.00	1.45	172.84	1.174	140.073	30.9	30.9	33.8

Misc. Hardwood

	Stand Total					Per Acre					Avg. Tree		Avg. Heights		
	DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Pulpwood	5	253.9	16.3			0.58	4.2	0.27			0.064			16.5	17.8
	6	293.8	27.1			0.96	4.9	0.45			0.092			16.5	18.5
	7	1,467.9	232.1			6.54	24.5	3.87			0.158			22.6	24.9
	8	793.3	168.9			4.62	13.2	2.82			0.213			23.5	27.8
	9	417.9	114.0			3.08	7.0	1.90			0.273			24.0	27.8
	10	296.2	111.2			2.69	4.9	1.85			0.375			27.9	30.3
	11	314.7	145.3			3.46	5.2	2.42			0.462			28.5	32.1
	12	191.0	113.3			2.50	3.2	1.89			0.593			31.9	34.7
	13	187.8	134.8			2.88	3.1	2.25			0.718			33.0	36.6
	14	75.6	62.1			1.35	1.3	1.03			0.822			32.5	35.5
	15	37.6	40.3			0.77	0.6	0.67			1.072			38.5	40.5
	16	24.8	25.1			0.58	0.4	0.42			1.012			29.8	33.2
	20	5.3	7.2			0.19	0.1	0.12			1.369			24.5	30.5
	Pulpwood Total		4,359.7	1,197.6			30.19	72.7	19.96			0.275			24.1
Sawtimber	15	37.6	0.0	32.3	3.4	0.77	0.6	0.00	0.54	55.96	0.860	89.268	28.5	28.5	31.8
	16	33.1	0.0	32.2	3.6	0.77	0.6	0.00	0.54	60.45	0.976	109.717	28.5	28.5	32.3
	18	6.5	0.0	8.9	1.1	0.19	0.1	0.00	0.15	18.37	1.368	168.790	32.5	32.5	35.5
Sawtimber Total		77.2	0.0	73.5	8.1	1.73	1.3	0.00	1.23	134.77	0.952	104.751	28.8	28.8	32.3
Group Total		4,436.9	1,197.6	73.5	8.1	31.92	73.9	19.96	1.23	134.77	0.286	1.822	28.8	24.2	27.1

P.O. Box 5887
4414 Galleria Oaks Dr.
Texarkana, TX 75505
(903)831-5200
FAX 1-903-831-9988
E-mail: texarkana@kingwoodforestry.com



Other Kingwood Locations:
P.O. Box 1290
145 Greenfield Drive
Monticello, AR 71657
(870)367-8567
FAX 1-870-367-8424

P.O. Box 64
No. 4 Executive Circle
Arkadelphia, AR 71923
(870)246-5757
FAX 1-870-246-3341

TIMBER SALE BID RESULTS
Thursday, March 18, 2021
TexAmericas Center - Pit Road – Stand 71 Clearcut Sale
Bowie County, Texas

BIDDER	AMOUNT
Ax'Em Timber Service, Inc.	\$165,596.00
Anderson Logging, LLC	\$156,710.00
Phillip Beggs	\$156,540.00
Diamond D Logging	\$152,530.00
Red River Hardwood	\$132,514.00
Bayou State Timber Services, Inc.	\$122,318.00

We appreciate your participation in today's bid.
The above bids have been presented to the landowner and
the successful bidder will be notified of bid acceptance.



RESOLUTION NO. 20210323-08

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH AX'EM TIMBER SERVICES, INC. FOR FOREST PRODUCTS SALE ON DIP ROAD UPON TEXAMERICAS CENTER-EAST

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 Board of Directors adopted a Forestry Management Plan (Resolution #20200526-05); and

WHEREAS, the Forestry Management Plan specifies certain areas and manner of harvesting; and

WHEREAS, Kingwood Forestry Services negotiated a lump sum price for forestry products on certain parcels of land specified in the forest management plan and produced a high bidder, **AX'EM TIMBER SERVICES** in a lump sum amount payable to TexAmericas Center of **\$276,750.00**; and

WHEREAS, **AX'EM TIMBER SERVICES, INC.** has submitted a satisfactory proposal in the amount of **\$276,750.00** and has met all TexAmericas Center requirements to be qualified to do work; and

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 award a contract to **AX'EM TIMBER SERVICES** for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Lump Sum Agreement

FOREST PRODUCTS SALE CONTRACT

THIS AGREEMENT is made and entered into by and between **TexAmericas Center**, hereinafter referred to as **SELLER**, and **Ax'Em Timber Services, Inc.**, hereinafter referred to as **BUYER**.

ARTICLE 1. The **BUYER** hereby purchases from the **SELLER** and the **SELLER** hereby sells to the **BUYER**, upon the terms and conditions hereinafter stated, all the trees which have been designated by the **SELLER** or its representatives located on the following lands, to wit:

Dip Road-Stand 4: Part of J. Talbot, A-563, in Bowie County, Texas. (See attached map.)

The designated timber sold under the terms of this contract is as follows:

**All merchantable timber within the designated timber sale area
is to be sold. (See attached map).**

ARTICLE 2. As full and complete payment for the timber conveyed under the terms of this contract, the **BUYER** agrees to pay the **SELLER**:

\$276,750.00 upon execution of this sale contract.

\$2,000.00 performance deposit is to be paid to Kingwood Forestry Services Escrow and will be returned when all work is satisfactorily completed in conformance with this contract.

ARTICLE 3. The **BUYER** agrees to cut and remove the above described timber in accordance with the following conditions:

1. The timber felled shall be limited to the designated trees standing upon the timber sale area.
2. The **BUYER** assumes the responsibility for the suppression of all forest fires on the property caused by him and/or his agents or employees and to pay for damages resulting from such fires.
3. Logging damage must be held to a minimum. Compliance with Best Management Practices for Texas will be required.

ARTICLE 4. It is mutually understood and agreed by and between the parties hereto as follows:

1. This contract shall terminate **March 23, 2022**, unless extended in writing by the **SELLER**.
2. Ownership of trees which are uncut and any forest products which are not removed from the described sale area at the date of this agreement's termination reverts to the **SELLER**.
3. The **SELLER** hereby guarantees to the **BUYER**, his successors or assigns that he will forever warrant and defend the title to said forest products and privileges here in granted against all claims at his expense.
4. **SELLER** also transfers and assigns to **BUYER** all necessary rights of ingress and egress over and across the above described property owned by **SELLER** and contiguous thereto for the purpose of cutting and removing the trees and timber herein sold and conveyed.
5. The **BUYER** and his employees and contractors shall conform to state and federal regulations and requirements of law in the removal of timber conveyed herein. The **BUYER** or his contractor shall comply with the provisions of the Workmen's Compensation Law and with the provisions of the Unemployment Compensation Law of the United States and the State of Texas.
6. Except for negligence that might be attributable to the **SELLER**, his agents, servants or employees, the **BUYER** agrees to hold the **SELLER** harmless from any injury to persons or property occurring in connection with this agreement and on the premises herein described.
7. The **BUYER** agrees to repair, at his own expense, damages to roads, gates, fences, bridges, culverts and other improvements caused by his operations and to remove logging debris from existing woods roads and creeks and to comply with all state and federal laws and regulations.
8. The **BUYER** shall notify the **SELLER'S** representative, Kingwood Forestry Services, Inc. two (2) days prior to any harvesting operations, and again when the harvest operations have been completed.
9. The **SELLER'S** representative, Kingwood Forestry Services, Inc. reserves the right of checking the operation at any time to determine whether the provisions of this agreement are being carried out.
10. **SELLER** represents that there are no threatened or endangered species of fish, wildlife, plants, or habitat therefore on any of the land subject to the best of **SELLER'S** knowledge. If any restrictions by law or governmental regulation or

if any action or threatened action from a federal, state, or local government agency prevents **BUYER** from cutting or removing timber purchased hereunder, **SELLER** hereby agrees to reimburse **BUYER** for the volume that is standing on the tract as a result of such regulation, action or threatened action. Said volume to be determined by joint cruise conducted by **SELLER** and **BUYER**.

11. In case of dispute over the execution of the terms of this agreement, final decision shall rest with an arbitration board of three persons, one to be selected by each party of this agreement and a third to be a registered forester acceptable to the **BUYER** and the **SELLER**, whose fee shall be paid in advance with one-half paid by the **SELLER** and one-half by the **BUYER**.

IN WITNESS WHEREOF, the parties have set their hands and seals, this the _____ day of _____, 2021.

BUYER: Ax'em Timber Services, Inc.

By: Taylor Watson

SELLER: TexAmericas Center

By: Scott Norton, Executive Director/CEO

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for said County and State, the within named **Scott Norton**, who acknowledged that he, as such agent, being duly authorized to so do, signed, executed and delivered the foregoing instrument as and for the act and deed of **TexAmericas Center** on the day and year therein mentioned and for the purpose therein expressed.

WITNESS my hand and official seal this, the ____ day of _____, 2021.

(Notary Public Stamp below)

Notary Public Signature: _____

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

Personally, appeared before me, the undersigned authority in and for said County and State, the within named **Taylor Watson**, who acknowledged that he, as such agent, being duly authorized to so do, signed, executed and delivered the foregoing instrument as and for the act and deed of **Ax'Em Timber Services, Inc.** on the day and year therein mentioned and for the purpose therein expressed.

WITNESS my hand and official seal this, the ____ day of _____, 2021.

(Notary Public Stamp below)

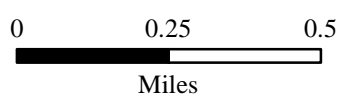
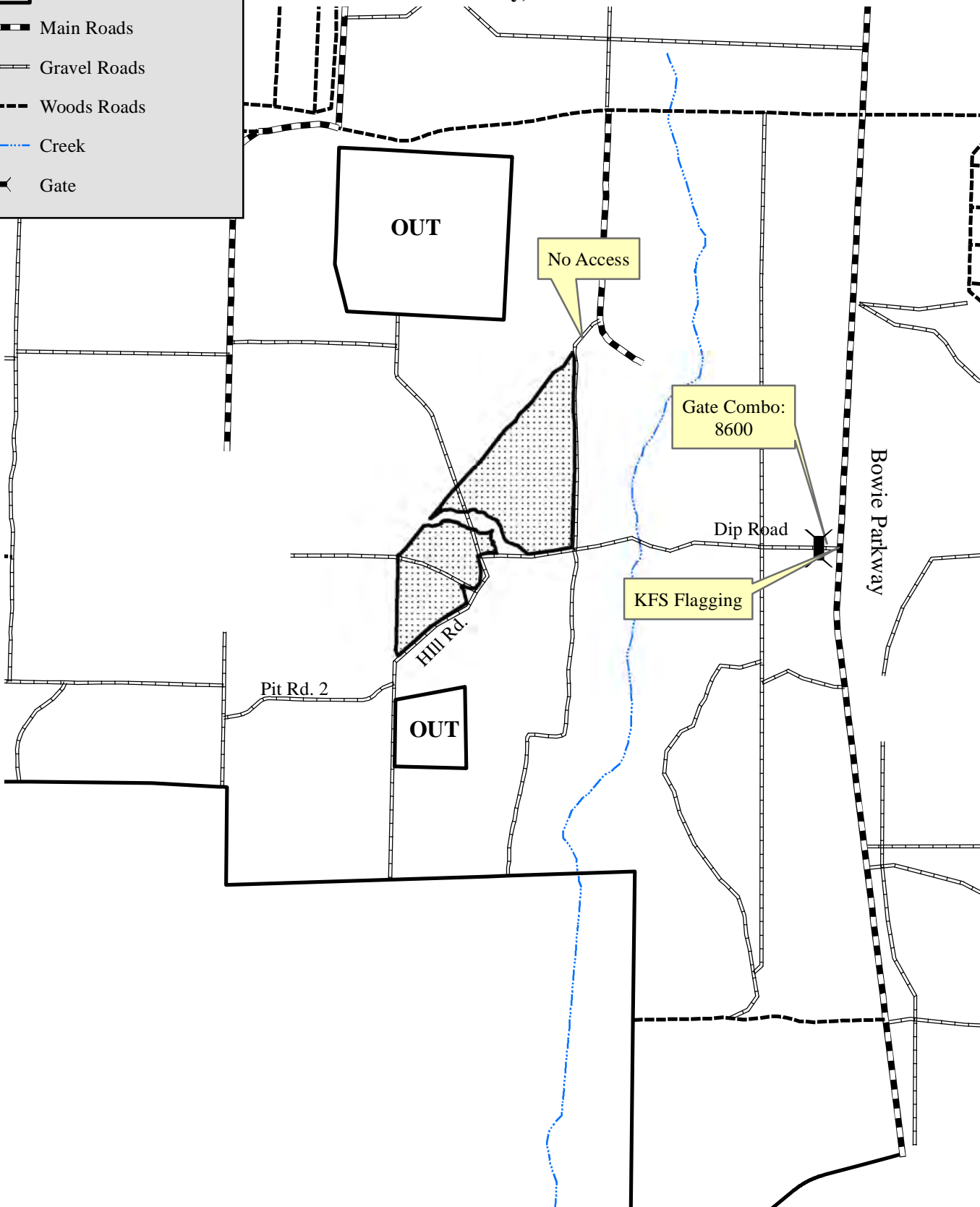
Notary Public Signature: _____

My Commission Expires: _____

**TexAmericas Center
Dip Road Tract
Clearcut Sale Area
+/- 71 Acres
Bowie County, Texas**

Legend

-  Sale Area +/- 71 Acres
-  TexAmericas Boundary
-  Main Roads
-  Gravel Roads
-  Woods Roads
-  Creek
-  Gate



Printed: March, 2021
Printed By: RJH

P.O. Box 5887
4414 Galleria Oaks Drive
Texarkana, TX 75505
(903)831-5200
FAX 1-903-831-9988
E-mail: texarkana@kingwoodforestry.com



Other Kingwood Locations:
P.O. Box 1290
145 Greenfield Drive
Monticello, AR 71657
(870)367-8567
FAX 1-870-367-8424

P.O. Box 64
No. 4 Executive Circle
Arkadelphia, AR 71923
(870)246-5757
FAX 1-870-246-3341

NOTICE OF TIMBER SALE

Bid Date: THURSDAY, March 18, 2021 @ 10:00 A.M.

Dip Road Timber Sale

TexAmericas Center, has directed Kingwood Forestry Services, Inc. to solicit **lump-sum bids** for the sale of all merchantable timber on approximately 71 acres in Bowie County, Texas.

Location: Timber to be sold is located on 71 acres, more or less, part of J. Talbot, A-563, in Bowie County, Texas. (See attached maps.)

Timber to be sold: All merchantable timber within the designated timber sale area is to be sold. Based upon a 10 BAF, plot per acre cruise conducted by Kingwood Forestry Services, Inc. in February, 2021, the tree count and estimated volumes are as follows:

Pine Sawtimber	3,605 Trees	6,524 Tons
Oak Sawtimber	201 Trees	201 Tons
Gum Sawtimber	122 Trees	142 Tons
Pine Pulpwood	1,387 Trees	1,080 Tons
Hardwood Pulpwood	5,093 Trees	1,064 Tons

Due to variations in utilization standards and scaling practices, the timber volumes cannot be guaranteed.

Method of Sale: The timber will be sold on the basis of **lump-sum sealed bids**. Bids will be opened at the Kingwood Forestry Services, Inc. office at 4414 Galleria Oaks Drive, Texarkana, Texas, **10:00 A.M. on THURSDAY, March, 18, 2021**. Mailed bids should be addressed to Kingwood Forestry Services, Inc., P. O. Box 5887, Texarkana, TX 75505, with “**Dip Road Timber Bid**” clearly marked in lower left corner of the envelope to protect the security of the bids. Telephone bids from buyers known to Kingwood Forestry Services, Inc. will be accepted, however, **it is preferred that bids be delivered via e-mail texarkana@kingwoodforestry.com or fax number 903-831-9988. Faxed bids will be acknowledged immediately. Please await confirmation that your fax bid has been received.** Anyone submitting a bid for the purchase of the timber will be provided with a summary of bid results. Buyers submitting bids are welcome to attend the bid opening.

(Conditions of Sale on next page)

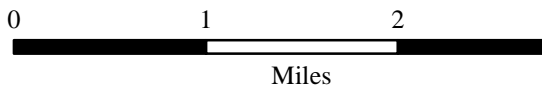
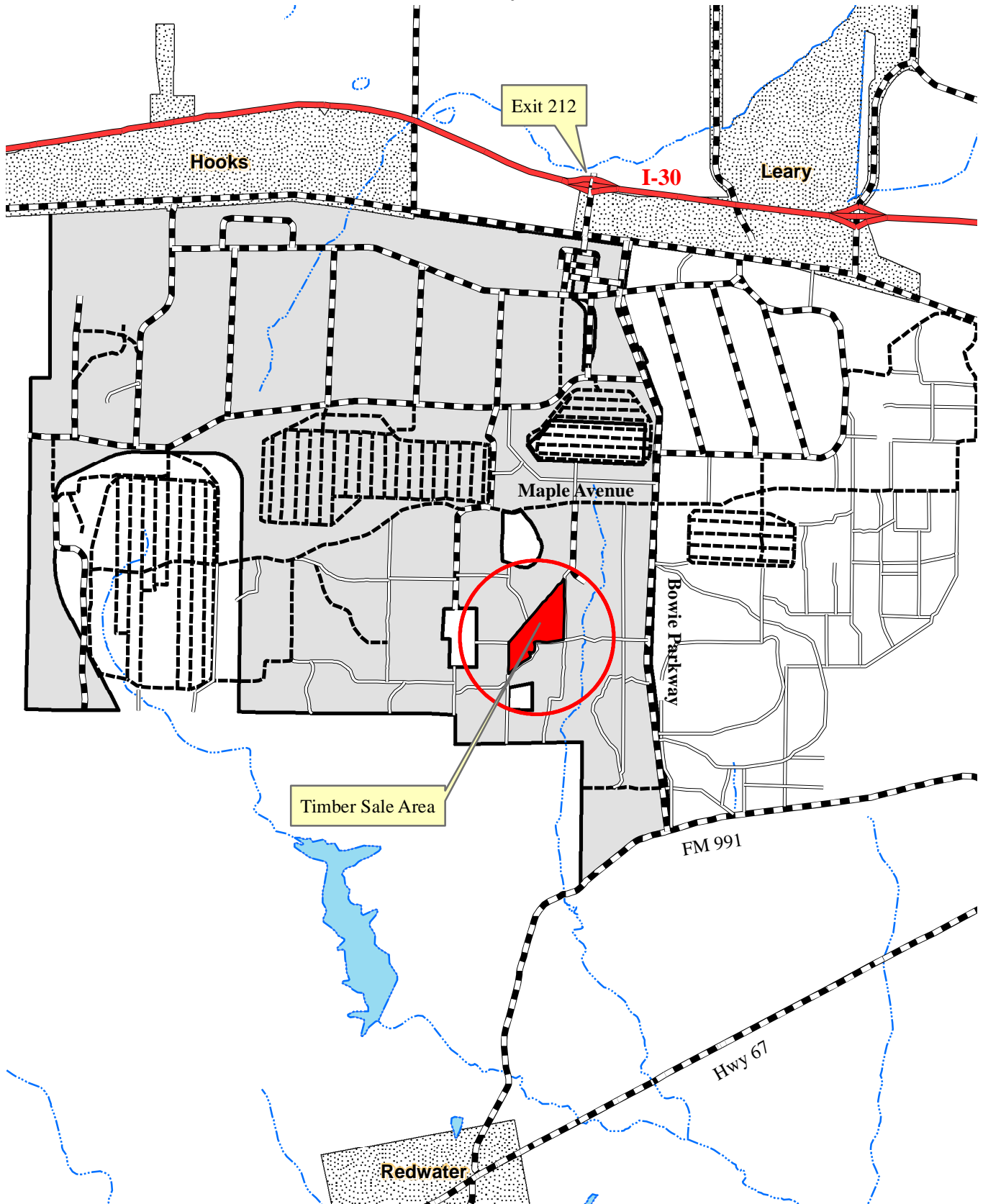
Conditions of Sale:

1. The sellers reserve the right to accept or reject any bid. Contract will be signed by the seller on March 23 after their Board of Directors meeting.
2. Conveyance will be by a conventional Lump-Sum Forest Products Sale Contract provided by seller requiring a \$2,000.00 performance deposit, and providing until **March 23, 2022**, to cut and remove the designated timber. A sample contract is available upon request. If buyer requests modifications or exceptions to contract, those should be clearly stated in the bid.
3. Compliance with Best Management Practices (BMP) for Texas will be required.
4. The buyer will be required to provide Kingwood, prior to closing, a certificate(s) of insurance that shows the following minimum requirements:
 - Statutory worker's compensation insurance covering all of its employees.
 - Vehicle liability of \$1,000,000 (or higher if required by state and/or federal laws)
 - Commercial general liability insurance and contractual liability insurance of \$1,000,000 combined single limit and \$1,000,000 general aggregate and shall name TexAmericas Center and Kingwood Forestry Services, Inc. as **additional insured and certificate holder** thereunder.
5. Any questions regarding this sale should be directed to Carl Herberg or Pat Grissom of Kingwood Forestry Services, Inc. at 903-831-5200.

Legend

 Sale Area

**TexAmericas Center
Dip Road Tract
Clearcut Sale Area
+/- 71 Acres
Bowie County, Texas**

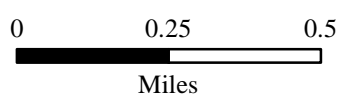
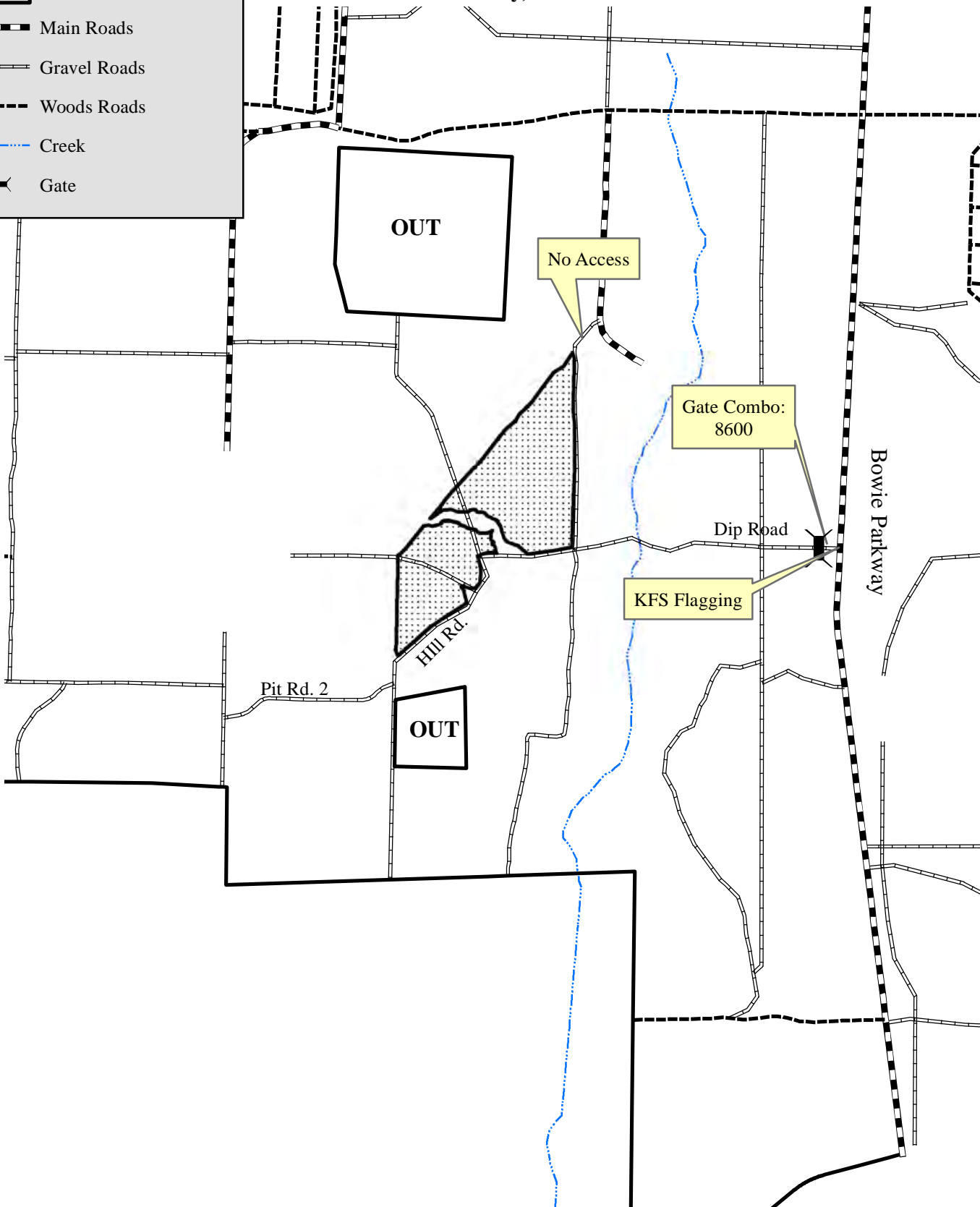


Printed: March, 2021
Printed By: RJH

**TexAmericas Center
Dip Road Tract
Clearcut Sale Area
+/- 71 Acres
Bowie County, Texas**

Legend

-  Sale Area +/- 71 Acres
-  TexAmericas Boundary
-  Main Roads
-  Gravel Roads
-  Woods Roads
-  Creek
-  Gate

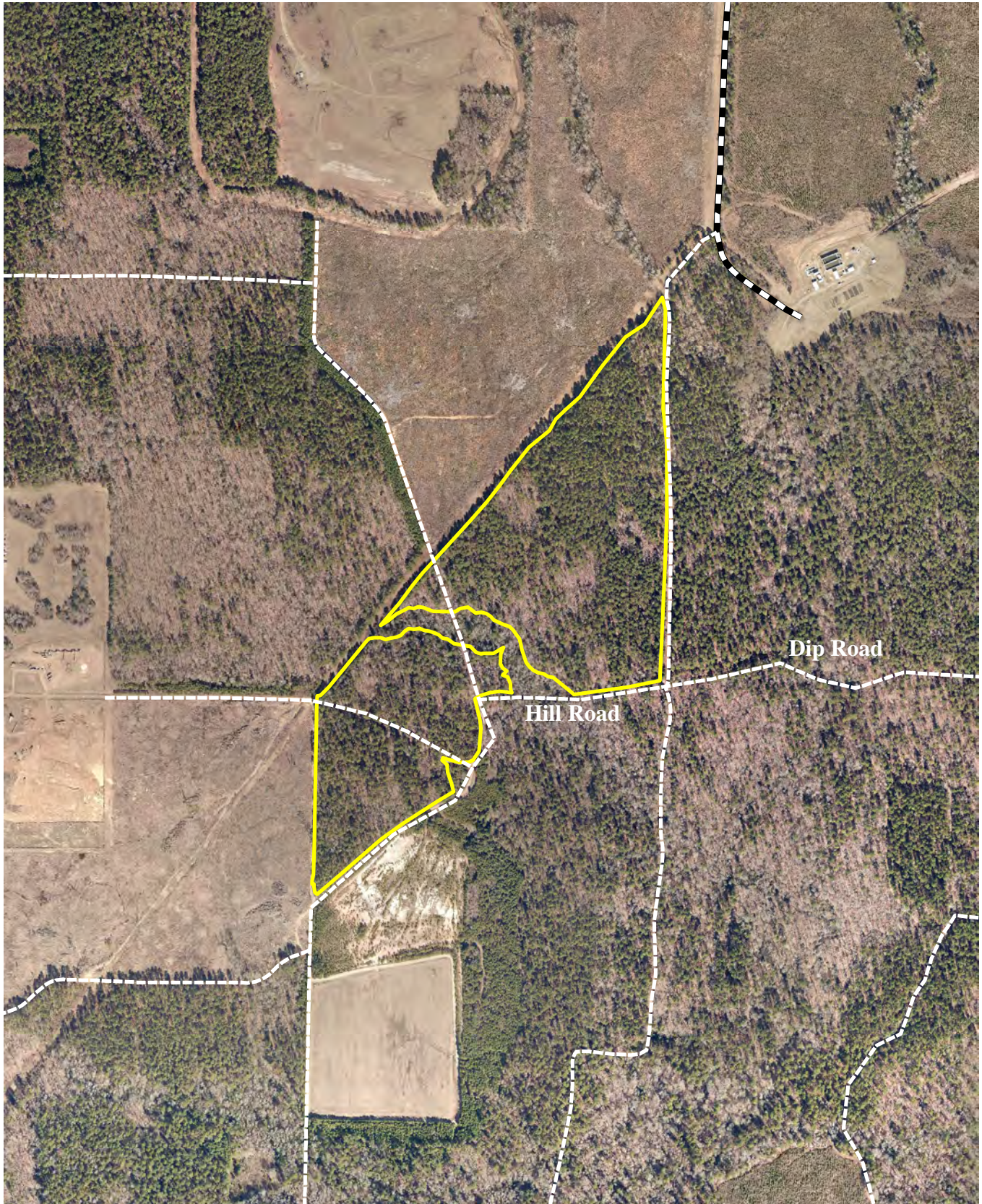


Printed: March, 2021
Printed By: RJH

Legend

 Sale Area

**TexAmericas Center
Dip Road Tract
Clearcut Sale Area
+/- 71 Acres
Bowie County, Texas**

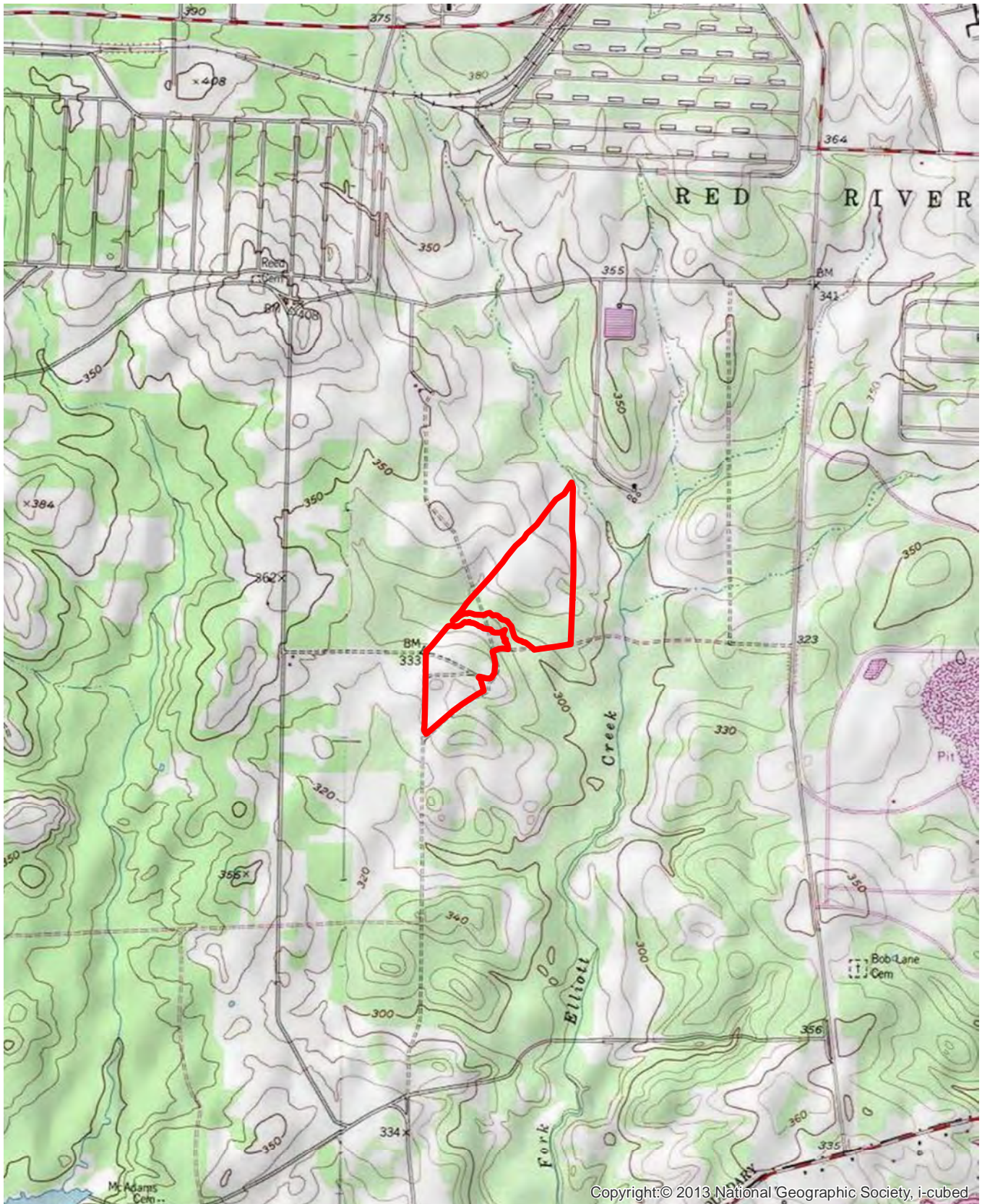


Printed: March, 2021
Printed By: RJH

Legend

 Sale Area

**TexAmericas Center
Dip Road Tract
Clearcut Sale Area
+/- 71 Acres
Bowie County, Texas**



Printed: March, 2021
Printed By: RJH

Stand Summary by Group, Product and DBH

Sampling Method:	Point
BAF / Plot Size:	10
# Plots/points:	64
Stand Acres:	71.0
Cruiser:	RJH & RRT
Template:	GENERIC

Tract Name:	Dip Rd
Stand ID:	2021 Clearcut
Location:	Bowie County, Texas
Date Cruised:	2/3/2021
Sawlog Vol Units:	Doyle



Pine

	Stand Total					Per Acre					Avg. Tree		Avg. Heights		
	DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Pulpwood	5	81.4	10.9			0.16	1.1	0.15			0.134			40.5	65.5
	6	113.0	15.4			0.31	1.6	0.22			0.136			28.5	43.0
	7	290.6	65.5			1.09	4.1	0.92			0.225			40.5	54.8
	8	190.7	70.0			0.94	2.7	0.99			0.367			55.2	74.7
	9	150.7	70.8			0.94	2.1	1.00			0.470			59.2	75.5
	10	284.8	152.3			2.19	4.0	2.15			0.535			54.2	70.9
	11	235.3	175.8			2.19	3.3	2.48			0.747			65.6	84.1
	12	14.1	10.9			0.16	0.2	0.15			0.775			56.5	70.5
	15	18.1	22.7			0.31	0.3	0.32			1.256			60.5	75.5
	16	7.9	14.2			0.16	0.1	0.20			1.785			80.5	100.5
Pulpwood Total		1,386.5	608.6			8.44	19.5	8.57			0.779			51.3	68.4
Sawtimber 12" DBH @ 7" top	12	339.0	26.5	285.0	26.1	3.75	4.8	0.37	4.01	367.81	0.841	77.034	54.9	74.2	87.6
	13	433.3	32.4	458.5	44.8	5.62	6.1	0.46	6.46	631.27	1.058	103.445	61.5	79.6	93.7
	14	446.2	29.4	557.5	58.5	6.72	6.3	0.41	7.85	824.25	1.249	131.145	65.0	81.3	94.1
	15	497.2	42.7	727.7	81.1	8.59	7.0	0.60	10.25	1141.73	1.464	163.039	67.4	85.2	97.7
	16	309.9	18.3	532.7	63.0	6.09	4.4	0.26	7.50	886.74	1.719	203.180	71.9	86.6	99.0
Sawtimber Total		2,025.6	149.4	2,561.5	273.5	30.78	28.5	2.10	36.08	3851.81	1.265	135.012	64.2	81.5	94.5
Large ST Total 17" DBH @ 10" top	17	274.5	58.7	477.5	62.3	6.09	3.9	0.83	6.73	877.69	1.740	227.030	57.7	85.7	96.7
	18	408.1	88.8	825.3	112.1	10.16	5.7	1.25	11.62	1578.24	2.023	274.607	61.6	88.5	99.7
	19	219.7	45.0	506.7	71.7	6.09	3.1	0.63	7.14	1009.19	2.306	326.078	64.6	89.8	100.5
	20	218.7	42.8	581.2	85.6	6.72	3.1	0.60	8.19	1205.01	2.658	391.283	68.8	93.3	103.9
	21	124.5	22.4	366.0	55.5	4.22	1.8	0.32	5.16	781.45	2.939	445.539	70.3	92.9	102.9
	22	151.3	27.3	496.0	77.4	5.62	2.1	0.38	6.99	1090.72	3.278	511.874	72.6	94.8	104.4
	23	84.6	24.5	294.1	47.4	3.44	1.2	0.35	4.14	668.06	3.477	560.734	70.4	95.1	104.4
	24	56.5	7.3	228.6	37.4	2.50	0.8	0.10	3.22	526.24	4.046	661.287	78.3	97.0	106.4
	25	35.8	4.5	158.0	26.4	1.72	0.5	0.06	2.23	372.23	4.414	738.251	79.6	98.1	106.9
	26	6.0	0.8	29.5	5.1	0.31	0.1	0.01	0.42	71.38	4.904	842.179	82.5	101.5	110.5
Large ST Total		1,579.7	322.3	3,962.9	580.8	46.87	22.2	4.54	55.81	8180.21	2.509	367.671	65.6	90.7	101.2
Group Total		4,991.8	1,080.2	6,524.3	854.3	86.09	70.3	15.21	91.89	12032.02	1.429	171.136	64.8	76.0	89.4

Red Oak

		Stand Total					Per Acre					Avg. Tree		Avg. Heights		
		DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Sawtimber	15	18.1	0.0	13.8	1.4	0.31	0.3	0.00	0.19	20.00	0.763	78.557	24.5	24.5	27.0	
	16	23.8	0.0	15.6	1.8	0.47	0.3	0.00	0.22	24.69	0.656	73.550	16.5	16.5	18.5	
	18	25.1	0.0	20.8	2.6	0.62	0.4	0.00	0.29	36.42	0.830	102.985	16.5	16.5	18.5	
	19	22.5	0.0	20.8	2.7	0.62	0.3	0.00	0.29	37.95	0.924	119.556	16.5	16.5	19.0	
	20	25.4	0.0	34.6	4.7	0.78	0.4	0.00	0.49	66.66	1.363	186.137	24.5	24.5	28.3	
	21	9.2	0.0	10.4	1.4	0.31	0.1	0.00	0.15	20.32	1.129	156.405	16.5	16.5	20.5	
	22	8.4	0.0	13.9	2.0	0.31	0.1	0.00	0.20	28.74	1.652	242.742	24.5	24.5	26.0	
Sawtimber Total			132.6	0.0	130.0	16.7	3.44	1.9	0.00	1.83	234.78	0.981	125.695	19.6	19.6	22.2
Group Total			132.6	0.0	130.0	16.7	3.44	1.9	0.00	1.83	234.78	0.981	125.695	19.6	19.6	22.2

White Oak

		Stand Total					Per Acre					Avg. Tree		Avg. Heights		
		DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Sawtimber	15	18.1	0.0	10.4	1.1	0.31	0.3	0.00	0.15	15.45	0.576	60.686	16.5	16.5	18.5	
	17	14.1	0.0	13.9	1.7	0.31	0.2	0.00	0.20	23.63	0.988	119.211	24.5	24.5	26.5	
	18	6.3	0.0	5.2	0.6	0.16	0.1	0.00	0.07	9.11	0.830	102.985	16.5	16.5	18.5	
	19	16.9	0.0	24.1	3.1	0.47	0.2	0.00	0.34	44.25	1.426	185.865	29.8	29.8	31.8	
	20	5.1	0.0	6.9	1.0	0.16	0.1	0.00	0.10	13.48	1.366	188.152	24.5	24.5	26.5	
	22	4.2	0.0	5.2	0.7	0.16	0.1	0.00	0.07	10.46	1.239	176.683	16.5	16.5	18.5	
23	3.8	0.0	5.2	0.8	0.16	0.1	0.00	0.07	10.73	1.355	198.196	16.5	16.5	18.5		
Sawtimber Total			68.5	0.0	71.0	9.0	1.72	1.0	0.00	1.00	127.11	1.037	131.807	22.0	22.0	24.0
Group Total			68.5	0.0	71.0	9.0	1.72	1.0	0.00	1.00	127.11	1.037	131.807	22.0	22.0	24.0

Sweetgum

		Stand Total					Per Acre					Avg. Tree		Avg. Heights		
		DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm
Sawtimber	14	20.8	0.0	13.9	1.4	0.31	0.3	0.00	0.20	19.33	0.671	66.117	24.5	24.5	28.5	
	15	36.2	0.0	32.5	3.3	0.62	0.5	0.00	0.46	46.65	0.898	91.603	30.5	30.5	33.5	
	16	15.9	0.0	15.5	1.7	0.31	0.2	0.00	0.22	24.37	0.977	108.885	28.5	28.5	30.5	
	18	25.1	0.0	38.9	4.8	0.62	0.4	0.00	0.55	67.50	1.548	190.840	38.5	38.5	40.5	
	19	5.6	0.0	5.2	0.7	0.16	0.1	0.00	0.07	9.49	0.924	119.556	16.5	16.5	18.5	
	20	10.2	0.0	20.3	2.7	0.31	0.1	0.00	0.29	38.00	1.992	265.319	40.5	40.5	45.5	
	21	4.6	0.0	10.1	1.4	0.16	0.1	0.00	0.14	20.03	2.189	308.270	40.5	40.5	40.5	
	25	3.3	0.0	5.2	0.8	0.16	0.0	0.00	0.07	11.23	1.600	244.930	16.5	16.5	18.5	
Sawtimber Total			121.6	0.0	141.6	16.8	2.66	1.7	0.00	1.99	236.59	1.164	138.155	31.1	31.1	33.9
Group Total			121.6	0.0	141.6	16.8	2.66	1.7	0.00	1.99	236.59	1.164	138.155	31.1	31.1	33.9

Misc. Hardwood

	Stand Total					Per Acre					Avg. Tree		Avg. Heights			
	DBH	Trees	PW Tons	Saw Tons	MBF	BA	Trees	PW Tons	Saw Tons	BF	Tons/Tree	BF/Tree	Hs	Hp	Hm	
Pulpwood	5	1,057.7	64.3			2.03	14.9	0.91			0.061			16.7	18.4	
	6	847.5	79.9			2.34	11.9	1.13			0.094			17.0	19.0	
	7	996.2	146.4			3.75	14.0	2.06			0.147			20.5	22.8	
	8	889.9	185.6			4.37	12.5	2.61			0.209			23.1	26.4	
	9	326.4	88.7			2.03	4.6	1.25			0.272			23.9	26.4	
	10	366.1	122.9			2.81	5.2	1.73			0.336			24.1	27.1	
	11	184.9	81.4			1.72	2.6	1.15			0.440			26.7	29.5	
	12	211.9	121.9			2.34	3.0	1.72			0.575			30.4	32.7	
	13	120.4	80.0			1.56	1.7	1.13			0.665			30.1	33.3	
	14	10.4	7.0			0.16	0.1	0.10			0.670			24.5	26.5	
	15	18.1	17.1			0.31	0.3	0.24			0.948			32.5	34.5	
	16	39.7	41.1			0.78	0.6	0.58			1.035			30.9	32.9	
	17	7.0	6.9			0.16	0.1	0.10			0.987			24.5	25.5	
	18	12.6	13.9			0.31	0.2	0.20			1.107			24.5	26.5	
	22	4.2	7.0			0.16	0.1	0.10			1.655			24.5	30.5	
	Pulpwood Total		5,093.0	1,064.3			24.84	71.7	14.99			0.209			21.1	23.5

P.O. Box 5887
4414 Galleria Oaks Dr.
Texarkana, TX 75505
(903)831-5200
FAX 1-903-831-9988
E-mail: texarkana@kingwoodforestry.com



Other Kingwood Locations:
P.O. Box 1290
145 Greenfield Drive
Monticello, AR 71657
(870)367-8567
FAX 1-870-367-8424

P.O. Box 64
No. 4 Executive Circle
Arkadelphia, AR 71923
(870)246-5757
FAX 1-870-246-3341

TIMBER SALE BID RESULTS
Thursday, March 18, 2021
TexAmericas Center - Dip Road – Stand 4 Clearcut Sale
Bowie County, Texas

BIDDER	AMOUNT
Ax'Em Timber Services, Inc.	\$276,750.00
Phillip Beggs	\$252,308.00
Red River Hardwood	\$248,516.16
Anderson Logging, LLC	\$230,410.00
Bayou State Timber Services, Inc.	\$219,942.00
Diamond D Logging	\$208,438.00

We appreciate your participation in today's bid.
The above bids have been presented to the landowner and
the successful bidder will be notified of bid acceptance.



RESOLUTION NO. 20210323-09

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A NEW LEASE AGREEMENT FOR OFFICE AND STORAGE SPACE AT 125 AUSTIN STREET, HOOKS, TX 75561 TO WOODFIELD, INC.

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, Woodfield, Inc. contacted TexAmericas Center to seek a lease arrangement for office space and related facilities at 125 Austin Street, Hooks, TX 75561; 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 Woodfield, Inc. 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 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: New Lease Agreement



RESOLUTION NO. 20210323-10

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LICENSE AGREEMENT TO USE DESIGNATED PROPERTY ON THE TAC-EAST CAMPUS TO EXPANSION INDUSTRIES 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, Expansion Industries LLC contacted TexAmericas Center to seek a License Agreement to Use Designated Property on the TAC-East Campus; and

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

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 License Agreement to Use Designated Property; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Expansion Industries LLC to negotiate this License Agreement to Use Designated Property on the TAC-East Campus as well as to locate its business operations, create jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: License Agreement to Use Designated Property

Placeholder for

RESO 20210323-10

Expansion Industries LLC License
Agreement to Use Designated Property
on the

TAC-East Campus, Hooks, TX 75561



RESOLUTION NO. 20210323-11

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LICENSE AGREEMENT FOR INHABITED BUILDINGS RESTRICTED AREA ON THE TAC-EAST CAMPUS TO EXPANSION INDUSTRIES 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, Expansion Industries LLC contacted TexAmericas Center to seek a License Agreement for Inhabited Buildings Restricted Area on the TAC-East Campus; and

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

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 License Agreement for Inhabited Buildings Restricted Area; and

BE IT FURTHER RESOLVED, by the Board of Directors of TexAmericas Center that the Center appreciates the collaborative effort of Expansion Industries LLC to negotiate this License Agreement for Inhabited Buildings Restricted Area on the TAC-East Campus as well as to locate its business operations, create jobs and contribute to the tax base in Bowie County, Texas.

PASSED AND APPROVED THIS 23rd day of March, 2021.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: License Agreement for Inhabited Buildings Restricted Area

Placeholder for

RESO 20210323-11

Expansion Industries LLC License
Agreement for Inhabited Buildings
Restricted Area on
TAC-East Campus, Hooks, TX 75561