



**RESOLUTION NO. 20120522-03**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH BAYOU STATE TIMBER SERVICES, INC. FOR FOREST PRODUCTS SALE**

**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 #20120327-03); and

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

**WHEREAS**, TexAmericas Center contracted forestry consultant, Kingwood Forestry Services, has facilitated a competitive bidding process for the forestry products on certain parcels of land specified in the forest management plan and produced a high bidder, Bayou State Timber Services, Inc., in a pay-as-cut amount payable to TexAmericas Center of \$24.30 Pine Sawtimber, \$9.17 Pine Pulpwood, \$27.17 Red Oak Sawtimber, \$22.17 Gum/Mixed Ties, and \$18.78 Hardwood Pulpwood; and

**WHEREAS**, Bayou State Timber Services, Inc., has submitted a satisfactory proposal in the amount of \$24.30 Pine Sawtimber, \$9.17 Pine Pulpwood, \$27.17 Red Oak Sawtimber, \$22.17 Gum/Mixed Ties, and \$18.78 Hardwood Pulpwood, 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 Bayou State Timber Services, Inc., for the services provided for as specified, per attached agreement.

**BE IT FURTHER RESOLVED** by the Board of Directors of TexAmericas Center that if Bayou State Timber Services, Inc. has not made the deposit of funds as required by the attached agreement within 7 days of the adoption of this Resolution, the authority of the Executive Director/CEO to award the contract to Bayou State Timber Services, Inc. shall expire.

**PASSED and APPROVED** this 22<sup>nd</sup> day of May, 2012

  
\_\_\_\_\_  
Ron Collins, Vice Chairman of the Board

ATTEST:

  
\_\_\_\_\_  
Wayne Cranfill, Secretary Treasurer

Attached: Pay-As-Cut Contract



P.O. Box 5887  
4414 Morris Ln.  
Texarkana, TX 75505  
(903)831-5200  
FAX 1-903-831-9988  
E-mail: [texarkana@kingwoodforestry.com](mailto: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

**TexAmericas Center Timber Sale  
Stand 11 Selective Thinning  
May 11, 2012**

**Per Ton Bids**

<b>BIDDER</b>	<b>PST</b>	<b>PPW</b>	<b>ROST</b>	<b>G/M-ST</b>	<b>HPW</b>
BAYOU STATE TIMBER	\$24.30	\$ 9.17	\$27.17	\$22.17	\$18.78
MURPHY & SON TIMBER	\$23.50	\$ 7.50	\$40.00	\$28.00	\$17.50
RAY ROGERS TIMBER CO.	\$23.00	\$10.00	\$30.00	\$20.00	\$15.00
DOMTAR	\$19.35	\$ 9.35	\$16.35	\$ --	\$16.35

**We appreciate your participation in today's bid.  
The successful bidder will be notified shortly.**

## PAY-AS-CUT CUTTING AGREEMENT

THIS AGREEMENT, made and entered into by and between, **TexAmericas Center** hereinafter referred to as **SELLER**, and **Bayou State Timber Services, Inc.**, hereinafter referred to as **BUYER**

### WITNESSETH

For and in consideration of the promises and other good and valuable considerations, the receipt and sufficiency whereof are mutually acknowledged, it is stipulated and agreed by and between the parties as follows:

1. **SELLER** does hereby give and grant unto **BUYER** the right to cut and remove certain timber from certain lands, all as provided herein, and to the extent necessary for the exercise of the foregoing, the rights of ingress and egress over, across and upon the hereinafter described lands of the **SELLER**.
2. **BUYER** agrees to cut, remove and pay for the timber licensed for cutting hereunder upon the terms and conditions hereinafter set forth.
3. The timber licensed for cutting under the terms of this agreement is:

The harvest methodology is to harvest timber that is poor quality, inferior, over-mature and is a less desirable species. Pine stands will be selectively harvested to promote younger pine and establishment of new pine regeneration. Hardwood stands will be selectively harvested to remove non-mast producing species and promote natural regeneration. The intent is to improve forest health, wildlife habitat and aesthetics. **SELLER** will work with Kingwood and TexAmericas Center personnel during the thinning operation to accomplish this.

and is located lands described as:

The TexAmericas Center East Tract (formerly Lone Star Army Ammunition Plant) in the Mary Burnside HRS, A-49, containing a total of 68.6 acres, more or less, Bowie County, Texas. (See attached map.)

4. All timber licensed for cutting hereunder shall be paid by **BUYER** to **SELLER** in the form of a check made payable to TexAmericas Center, and mailed to Kingwood Forestry Services, Inc., P. O. Box 5887, Texarkana, TX 75505, in the following manner:

An advanced deposit of **\$40,000.00** shall be paid to **SELLER** as described above.

On a weekly basis, hereinafter referred to as "period", **BUYER** shall furnish **SELLER'S** representative with copies of scale tickets and an accurate "Load Summary Report" of the number of tons delivered during the previous period.

**BUYER** shall make weekly payments to the **SELLER** for harvested timber after reaching the \$40,000.00 advance payment amount. All timber cut, delivered and scaled under the terms and conditions of this agreement shall be paid for at the following rate:

Red Oak Sawtimber	\$27.17/Ton
Pine Sawtimber	\$24.30/Ton
Gum & Misc. Sawtimber	\$22.17/ Ton
Hardwood Pulpwood	\$ 18.78/Ton
Pine Pulpwood	\$ 9.17/Ton

It is understood that there will be a delay between the end of a cutting period and payment for that timber. **BUYER** shall pay for timber within ten (10) days of the end of the period and shall furnish **SELLER** with copies of scale tickets and an accurate report of tons harvested within three (3) days from the end of the period. **SELLER** shall have the privilege to inspect and verify the cut so reported.


5. All timber shall be delivered and scaled using the customary measuring standards.
6. Any merchantable timber left in the woods will be scaled by Kingwood Forestry Services, Inc., and **BUYER** will pay **SELLER** the required compensation.
7. Title to all timber licensed for cutting shall remain vested in **SELLER** until the same is cut by **BUYER**, at which time the title to the aforesaid timber shall vest in **BUYER**.
8. **BUYER** shall cut, remove, and pay for all timber by May 11, 2013.
9. **SELLER** hereby agrees to warrant and defend title to said timber against all person, together with the right to enter on said lands and the exclusive right to cut, fell and remove said timber, and with the right of ingress and egress from, to and over said lands for such purposes, and the right to construct roads and/or bridges for such purposes.
10. **SELLER** makes no warranty as to the value or quality of any timber covered hereby nor the logging conditions in connection therewith.
11. **BUYER** shall comply with recommended Best Management Practices for the state of Texas and will conduct all operations so as to avoid or minimize damage to all land and timber, trees and timber growth. **Logging slash and debris is to be scattered throughout the woods. No piles are to be left at the set.**
12. **BUYER** agrees to, at its own expense, repair to equal or better condition, all woods roads, gates, fences, bridges, culverts, and other improvements caused by its operations and to remove logging debris from existing woods roads and creeks.
13. All timber hereunder shall be cut so as to secure the greatest practicable utilization of merchantable material from each tree.

14. **SELLER** shall in no way be liable or responsible for any injury or damage done or occasioned by the action and operations of **BUYER** under this agreement and **BUYER** binds and obligates itself to pay and satisfy any claims arising on account of its operations hereunder, whether the same by injuries to its employees or other persons or damage to any type property, and **BUYER** binds and obligates itself to carry public liability insurance fully covering any liability that may accrue to **SELLER**. Satisfactory evidence that such insurance is being carried in full force and effect must be provided to **SELLER** or its agent prior to any timber harvest operations. **BUYER** shall employ in connection with its operations hereunder no persons under eighteen (18) years of age. Failure to comply with this stipulation shall give **SELLER** a right to stop further cutting until this provision is complied with.
15. The **SELLER'S** representative, Kingwood Forestry Services, Inc., reserves the right to; 1) check the operation at any time to determine whether the provisions of this agreement are being carried out; 2) halt any or all operations to ensure compliance with this agreement.

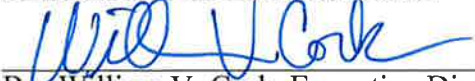
The provisions of this agreement shall insure to the benefit of, and shall be binding upon, the parties, their heirs, successors, representatives or assigns.

We the undersigned, do hereby agree to all of the terms and conditions as listed in this Cutting Agreement.

**BUYER: Bayou State Timber Services, Inc.**

  
BY: Harvey Bryant  
Date: 5/31/12

**SELLER: TexAmericas Center**

  
By: William V. Cork, Executive Director/CEO  
Date: 5/22/12

TexAmericas Center  
TAC-E Tract  
Stand 11 Timber Sale Map  
+/- 68.6 Acres  
Bowie County, Texas

Interstate 30

Interstate Exit #212

Leary

Highway 82

Main Gate #7  
& Guard House  
(Sign in here)

Contractor Gate #4  
(Friday-Sunday Access)

Oak Street

Fourth St.

Monroe Ave.

Harrison Ave.

Bowie Pkwy

Taylor Ave.

F

F









F

F

F

F

**Legend**

-  Stand 11 Selective Sale Area
-  Paved
-  Gravel
-  Woods
-  Interstate
-  State Road
-  Creek
-  KFS Flagging

**Designated Driving Directions:**  
After obtaining a Visitor badge at the guard house, pass through the gate and make an immediate right (west). Turn left, (south) around the HQ building and "T" into 4th St.. Turn left (east) on 4th St. and travel 0.4 miles to the northeast corner of the sale are.

