



RESOLUTION NO. 20170228-07

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A CONTRACT WITH BAYOU STATE TIMBER SVC., INC. FOR FOREST PRODUCTS UPON CYPRESS STREET- TAC EAST CAMPUS

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 #20130723-04); and

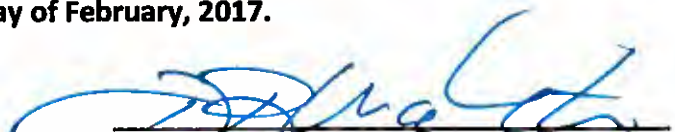
WHEREAS, the Forestry Management Plan specifies certain areas and manner of harvesting; and

WHEREAS, TexAmericas Center 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 Svc., Inc. in a pay-as-cut amount payable to TexAmericas Center of \$25.12 PST, \$8.25 PPW, \$51.00/\$41.00 Oak HWST, \$39.00/\$31.00 Misc. HWST and \$15.05 HWPW; and

WHEREAS, Bayou State Timber Svc., Inc. has submitted a satisfactory proposal in the amount of \$25.12 PST, \$8.25 PPW, \$51.00/\$41.00 Oak HWST, \$39.00/\$31.00 Misc. HWST and \$15.05 HWPW; 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 Bayou State Timber Svc., Inc. for the services provided for as specified, per attached agreement.

PASSED and APPROVED this 28th day of February, 2017.



Denis Washington, Chairman of the Board

ATTEST:



Melford Pierce, Secretary

Attached: Pay-As-Cut Agreement

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 Svc, 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 selected timber is to be sold to reduce the basal area to approximately 50 square feet per acre. Total timber volumes for this stand are attached. The harvest methodology is to remove 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 personnel during the thinning operation to accomplish this.

A 50 foot buffer along Cypress St., Cass and Adams Avenues will not be harvested.

BUYER will work with Kingwood Forestry Services and TexAmericas Center personnel during the thinning operation to accomplish this.

and is located on lands described as:

Cypress Street Tract: Part of the WH Fore, A-214 and M. Burnside, A-749, containing 103.4 acres, more or less, all in Bowie County, Texas. (See attached maps.)

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, PO Box 5887 Texarkana, TX 75505, in the following manner:

An advanced deposit of **\$15,000.00** shall be paid to **SELLER** as described above. A performance deposit in the amount of **\$1,000.00** will be paid to Kingwood Forestry Services Escrow and will be held until the completion of this contract. On a weekly basis, hereinafter referred to as "period", **BUYER** shall furnish **SELLER** 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 **\$15,000.00** 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:

Pine Sawtimber \$25.12/Ton
Pine Pulpwood \$8.25/Ton
Oak Hardwood Sawtimber \$51.00/Ton – 12" top
Oak Hardwood Sawtimber \$41.00/Ton – 10" top
Misc. Hardwood Sawtimber \$39.00/Ton – 12" top
Misc. Hardwood Sawtimber \$31.00/Ton – 10" top
Hardwood Pulpwood \$15.05/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. 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**.
7. **BUYER** shall cut, remove, and pay for all timber by **February 20, 2018**.
8. **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.
9. **SELLER** makes no warranty as to the value or quality of any timber covered hereby nor the logging conditions in connection therewith.
10. **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 site.**

11. **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.
12. All timber hereunder shall be cut so as to secure the greatest practicable utilization of merchantable material from each tree.
13. **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** the right to stop further cutting until this provision is complied with.
14. The **SELLER** 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.

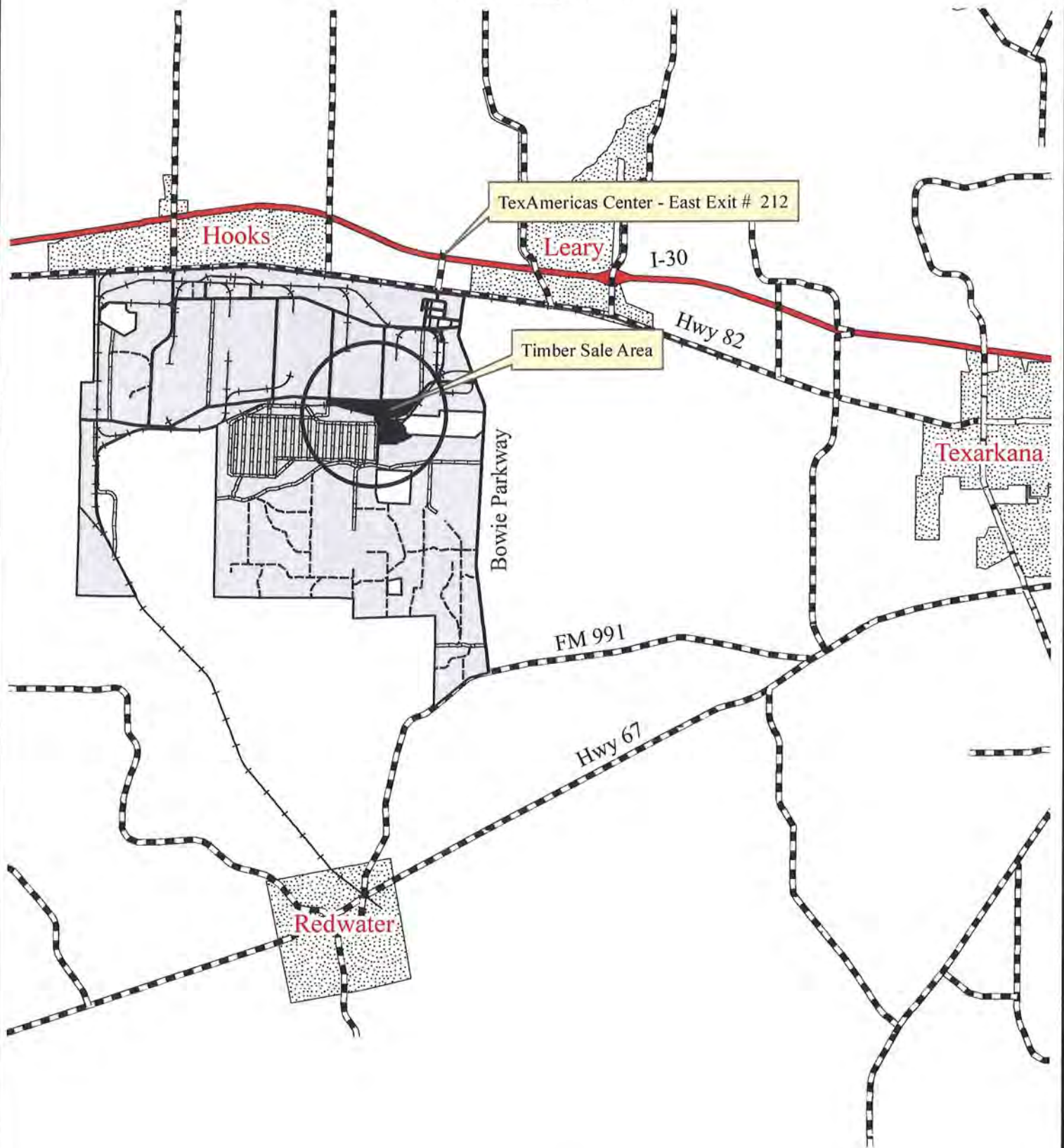
BUYER: Bayou State Timber Svc., Inc.


BY: Harvey Bryant
Date: 3/3/17

SELLER: TexAmericas Center


By: Scott Norton, Executive Director/CEO
Date: 2/28/17

TexAmericas Center
TAC-E Tract
Cypress St. Sale Map
+/- 103.4 Acres
Bowie County, Texas



0 0.5
Miles



Tiger Data
Printed: January, 2017
Printed By: PLSG

TexAmericas Center
TAC-E Tract
Cypress St. Sale Map
+/- 103.4 Acres
Bowie County, Texas



0 0.2
Miles



2014 Photo
Printed: January, 2017
Printed By: PLSG