

NOTICE OF PUBLIC MEETING



DECEMBER 8, 2020 AT 12:00 P.M.

11 CHAPEL LANE, SUITE B
NEW BOSTON, TX 75570

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

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

AGENDA

1. Pledge of Allegiance and Reflection.
2. Call to Order.
3. Roll Call of Directors.
4. Public Comment Period for Non-Agenda Items. Comments are limited to five minutes.
5. Public Comment Period for Agenda Items. Comments are limited to five minutes.
6. Hear and discuss reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting are:
 - a. None
7. Consent Agenda:
 - a. Approve Minutes of Board Meeting from November 24, 2020
8. Consider and take action upon **Resolution #20201208-01 to approve entering into a loan agreement with Guaranty Bank & Trust in an amount of approximately \$9,000,000 secured by a lien on the warehouse building under construction by MW Builders and authorizing the Executive Director/CEO to execute any and all documents necessary to close on the loan transaction.**

9. Consider and take action upon **Resolution #20201208-02 authorizing the Executive Director/CEO to execute an Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.**
10. Consider and take action upon **Resolution #20201208-03** authorizing the Executive Director/CEO **to execute a lease agreement for trailer space at 180 Arkansas Avenue, Lots E & F, New Boston, TX 75570 with Harrison, Walker & Harper, LLC.**
11. 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.
12. Reconvene in Open Session.
13. Adjournment.



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 November 24, 2020.

1. Jim Roberts, Chairman of the Board, called for a roll call of Directors to ensure a quorum before calling the meeting to order. A quorum was present by roll call.
2. The Reflection was led by Scott Norton.
3. Jim Roberts, Chairman of the Board, called the meeting to order at 12:06 p.m. certifying that the meeting was properly posted, being held in accordance with the Texas Open Meetings Act.

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

Jimmy Howell	Craig McDuffie	Ron Collins	Marc Reiter
Jim Roberts	Steve Mayo	Gabe Tarr (12:21)	Steven Seals
Ben King	Denis Washington	Fred Norton	

Directors Absent by roll call were:

Tim Ketchum	Justin Powell	Fred Meisenheimer	Kevin Avery
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Staff and Others in attendance by roll call were:

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

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

No other comments in addition to the minutes provided in the board packet.

8. A motion was made by Denis Washington and seconded by Ben King to approve the items listed under the Consent Agenda. Jim Roberts called for votes by roll call by the directors in attendance. Each director voted yes. The motion carried unanimously by voice votes.
 - a. Approved Minutes of Board Meeting from October 27, 2020
 - b. Approved Check Book Register and Deposit Summary from October 22, 2020 – November 18, 2020.
 - c. Considered and took action upon **Resolution #20201124-01** approving the **Fiscal Year 2020 4th Quarter Scrap and Timber Sales Report**.
 - d. Considered and took action upon **Resolution #20201124-02** approving the **Fiscal Year 2020 4th Quarter Investment Report**.
9. Kyle Dooley, Executive Director/CEO of Riverbend Water Resources District, provided a report regarding regional water.
10. Troy Lemons, with Holliday, Lemons and Cox, P.C. presented the FY2020 4th Quarter Financials. Considered and took action upon **Resolution #20201124-03** approving the **Fiscal Year 2020 4th Quarter Financials**. A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

Holly Sleek and Troy Lemons left the meeting at this time.
11. Considered and took action upon **Resolution #20201124-04** authorizing the Executive Director/CEO **to execute a contract for health insurance for employees for 2021**. A motion was made by Denis Washington and seconded by Gabe Tarr. Jim Roberts call for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
12. Considered and took action upon **Resolution #20201124-05** authorizing the Executive Director/CEO **to continue coverage with AMERITAS for employee dental benefits for 2021 and execute any documents if necessary**. A motion was made by Ben King and seconded by Denis Washington. Jim Roberts call for votes by roll call by each director in attendance. Each director votes yes. The motion carried unanimously by voice vote.
13. Considered and took action upon **Resolution #20201124-06** authorizing the Executive Director/CEO **to continue coverage with Superior Vision for employee vision benefits for 2021 and execute any documents if necessary**. A motion was made Jimmy Howell 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.
14. Considered and took action upon **Resolution #20201124-07** authorizing the Executive Director/CEO **to continue coverage with One America for employee life and supplemental benefits for 2021 and execute any documents if necessary**. A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
15. Considered and took action upon **Resolution #20201124-08** authorizing the Executive Director/CEO **to continue coverage with Colonial Life for employee supplemental benefits for 2021 and execute any documents if necessary**. A motion was made by Ben King and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.

16. Considered and took action upon **Resolution #20201124-09 adopting the 2015 International Building Code as criteria for Building Construction and Remodels upon TexAmericas Center Property.** A motion was made by Denis Washington and seconded by Jimmy Howell. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
17. Considered and took action upon **Resolution #20201124-10 requesting the Texas Legislature to Amend the Authorization Statute of TexAmericas Center.** A motion was made by Denis Washington and seconded by Gabe Tarr. Jim Roberts called for votes by roll call by each director in attendance. Each director votes yes. The motion carried unanimously by voice vote.
18. Considered and took action upon **Resolution #20201124-11 authorizing construction to continue on the Spec Building while financing is finalized.** A motion was made by Ben King and seconded by Denis Washington. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
19. Considered and took action upon **Resolution #20201124-12 authorizing the Executive Director/CEO to clear the site just west of the Duke West Site for Storm Water Detention Basin.** A motion was made by Marc Reiter 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.
20. Considered and took action upon **Resolution #20201124-13 authorizing the Executive Director/CEO to execute Amendment No. 2 to the license agreement to use designated property upon the TAC-East Campus, Hooks, TX 75561 to CJ Tex-Corp L.L.C.** A motion was made by Jimmy Howell and seconded by Ben King. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried unanimously by voice vote.
21. Staff Reports:
 - a. Scott Norton provided the Executive Director/CEO Report. Specifically, updating the board on the Change Orders for MW Builders.
 - b. There was no Executive Vice President/CEDO Report.
 - c. Jeff Whitten provided the Executive Vice President/COO Report. Specifically, updating the board regarding the new camera installed at the Spec Building site and the link sent to the board to view the progress.
 - d. John Sesler provided the Vice President of Logistics Report.
22. There was no Executive Session; therefore, the meeting remained in Open Session.

With no other business to discuss, a motion was made by Ben King and seconded by Jimmy Howell to adjourn the meeting at 12:55 p.m. Jim Roberts called for votes by roll call by each director in attendance. Each director voted yes. The motion carried by voice vote.

The above and foregoing minutes of the TexAmericas Center Board of Directors meeting, November 24, 2020 were read and approved on December 8, 2020.

Denis Washington, Secretary



RESOLUTION NO. 20201208-01

A RESOLUTION APPROVING A LOAN FROM GUARANTY BANK AND TRUST FOR FINANCING OF THE CONSTRUCTION OF A WAREHOUSE BUILDING IN THE AMOUNT OF \$9,000,000.00; AUTHORIZING THE MORTGAGE OF THE PROPERTY ON WHICH THE WAREHOUSE BUILDING IS BEING CONSTRUCTED; AUTHORIZING A PLEDGE OF LEASE REVENUES AS ADDITIONAL SECURITY FOR THE LOAN; AND AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION

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

WHEREAS, TexAmericas Center has entered into a Contract with MW Builders, Inc. for the construction of a warehouse facility; and

WHEREAS, the staff of TexAmericas Center has investigated and negotiated terms for the permanent financing of the construction costs for the facility; and

WHEREAS, Guaranty Bank and Trust has provided a proposal for a loan in the amount of \$9,000,000.00 upon terms described in **Exhibit "A"** attached hereto; and

WHEREAS, the Board of Directors of TexAmericas Center finds that the Guaranty Bank and Trust proposal is the best proposal for the permanent financing of the warehouse facility, in that it provides a lower interest rate than other proposers and requires the least expense to TexAmericas Center in terms of closing costs;

NOW, THEREFORE, be it resolved that:

1. TexAmericas Center accept the loan proposal presented by Guaranty Bank and Trust in substantially the form presented in Exhibit "A" attached hereto;
2. That TexAmericas Center grant a Deed of Trust/Mortgage upon the real property described in **Exhibit "B"** attached hereto, which includes the property upon which the warehouse facility is being constructed; and

3. That TexAmericas Center grant a pledge of Lease Revenues as additional security for the loan as described in Exhibit "A"; and

4. That the Executive Director/CEO shall be and he is hereby authorized to negotiate the final terms and language of the loan documents within the perimeters set forth in Exhibit "A", and that he be and is hereby authorized to execute any and all documents necessary to close upon the loan transaction.

PASSED and APPROVED this 8th day of December, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Exhibit "A" - Guaranty Bank and Trust Loan Proposal
Exhibit "B" – Real Property

12/03/2020

Dear TexAmericas Center (TAC),

Guaranty Bank & Trust is pleased to extend the following loan proposal.

Loan amount: \$9,000,000 for constructing a 148,000sqft spec building and any fees associated with the project either already incurred or to be incurred.

Terms: 6 month draw note @ 3.05% with interest due monthly. If needed an additional 6 months will be allowed to finish construction of the building. All draws will be done at customer's request. The loan will then convert to a 10/1 ARM. The rate will be fixed for 10 years @ 3.05% on a 20 year fully amortized loan with semi-annual payments. The ceiling after the 10 year fix period is 4.25% with a margin of WSJP less (-).75BP% with a 3.15% floor.

Collateral: Pledged & dedicated non-restricted income from TAC, assignment of rents & leases of current lease contracts.

Abundance of Caution: A first lien deed of trust (FLDT) will be filled on the subject spec building. There will be no Title policy, no draw inspections, etc... a lien search will be performed to perfect the FLDT, based on the current survey. Property to be insured.

Bank Fees: The bank will pay up to \$25,000 of closing fees associated with this loan. In past-experience a loan of this type will have fees between \$5,000-\$6,000.

Loan Covenants:

1. Global DSCR 1.25x starting with financials of FYE 2022.
2. Project DSCR on assigned leases of 2.00x. This will result in approximately \$1.2 million in rental income, to be reviewed annually.
3. Maintain minimum liquidity of \$5,000,000.
4. Any additional borrowings of \$1,000,000 or greater excluding the existing \$1,500,000 line of credit will require prior approval.

Revenue Clause: Attorney prepared docs will use the current revenue clause currently found in the existing line of credit between Guaranty Bank & Trust and TexAmericas at this time.

Loan Documentation: This loan is subject to typical documentation for this type of request.



Loan Participation: In the interest of unity of community we will talk to a few local banks in the possibility of participating in this loan.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Irwin".

Robert Irwin
Bowie County Chairman

Exhibit B

Property Description
Duke West I
9.496 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the Charles Lewis Headright Survey, Abstract No. 338, Bowie County, Texas, being a part of that certain tract of land described as Tract 2 being 649.335 acres in the deed from the United States of America to Red River Redevelopment Authority, now known as TexAmericas Center, dated September 1, 2010. recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 2-inch aluminum disk found for a corner (control monument), stamped SAM, on inside ell corner of the said 649.335 acre tract and on outside ell corner in the South right-of-way line of the Texas and Pacific Railway Company Railroad (T&PRR);

THENCE South 03 degrees, 44 minutes, 25 seconds East, departing the said South line of the T&PRR, a distance of 1667.24 feet to a point in the North line of a certain tract of land identified as Tract 20 and described in said deed recorded in Volume 5898, Page 1;

THENCE North 86 degrees, 39 minutes, 55 seconds East, along the North line of said Tract 20, a distance of 593.88 feet to the POINT OF BEGINNING;

THENCE North 47 degrees, 08 minutes, 22 seconds West, departing the said North line of Tract 20, a distance of 34.61 feet to a point for corner;

THENCE North 00 degrees, 56 minutes, 40 Seconds West, a distance of 766.26 feet to the beginning of a circular curve to the right whose center bears North 89 degrees, 03 minutes, 20 seconds East a distance of 249.99 feet from said point;

THENCE in a northerly direction along said curve to the right, through a central angle of 16 degrees, 17 minutes, 41 seconds, an arc distance of 71.10 feet (Chord bearing North 7 degrees, 12 minutes, 11 seconds East, Chord Distance 70.86 feet) to a point for corner;

THENCE North 89 degrees, 27 minutes, 19 seconds East, a distance of 477.47 feet to a point for corner;

THENCE South 00 degrees, 56 minutes, 40 seconds East, a distance of 837.72 feet to a point for corner in the said North line of Tract 20;

THENCE South 86 degrees, 39 minutes, 55 seconds West, along the said North line of Tract 20, a distance of 462.92 feet to the POINT OF BEGINNING;

CONTAINING 413,634.66 square feet or 9.496 acres of land, more or less.

The bearings are based on Texas Coordinate System of 1983, North Central Zone, NAD83, with a bearing of North 84 degrees 08 minutes 38 seconds East.



RESOLUTION NO. 20201208-02

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH OMNIA PARTNERS

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

WHEREAS, TexAmericas Center and OMNIA Partners desires to participate in an intergovernmental cooperative purchasing program; and

WHEREAS, TexAmericas Center has elected to be a Participant in the OMNIA Partners program in accordance with, but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time; and

WHEREAS, the purpose of the Agreement is to facilitate the compliance with relevant federal, state and local procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings for Participants; and

WHEREAS, TexAmericas Center is of the opinion that participation in OMNIA Partner's purchasing program will be highly beneficial through the efficiencies and potential savings to be realized for the purpose of fulfilling specific governmental purposes, needs, programs, functions and services; and

NOW, THEREFORE, BE IT RESOLVED, that Scott Norton, Executive Director/CEO of TexAmericas Center, shall be and he is hereby authorized to execute an Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners in substantially the same form attached hereto.

PASSED and APPROVED this 8th day of December 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

ATTACHMENT: Intergovernmental Cooperative Purchasing Agreement

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

By checking this box, I indicate that I have read and agree to the Terms and Conditions

By checking this box, I indicate that I have read and understand our [Privacy Notice](#)

(https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website_Terms_of_Use.pdf) and accept and agree to be bound by these [Terms of Use](#)

(<https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website%20Privacy%20Notice.pdf>)

CONTINUE



RESOLUTION NO. 20201208-03

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A NEW LEASE AGREEMENT FOR TRAILER SPACE, 180 ARKANSAS AVENUE, LOTS E & F, NEW BOSTON, TX 75570 TO HARRISON, WALKER & HARPER, 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, Harrison, Walker & Harper, LLC. contacted TexAmericas Center to seek a lease arrangement for trailer space at 180 Arkansas Avenue, Lots E & F, New Boston, TX 75570; and

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

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

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

PASSED AND APPROVED THIS 8th day of December, 2020.

Jim Roberts, Chairman of the Board

ATTEST:

Denis Washington, Secretary

Attached: Lease Agreement