

Agenda of Special Meeting

The Board of Trustees Westwood Independent School District

A Special Meeting of the Board of Trustees of Westwood Independent School District will be held August 1, 2022, beginning at 12:00 PM Westwood Administration Office.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Due to health and safety concerns related to COVID-19 coronavirus, the meeting will be conducted by video-conference. At least a quorum of the Board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.123 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

An electronic copy of the agenda packet is attached to the online notice www.westwoodisd.net. Members of the public who desire to address the Board regarding an item on this agenda must comply with the following registration procedures: send a request through Zoom Chat from 6:15 pm – 6:30 pm the day of the meeting. Including name and topic.

1. **CALL TO ORDER AND ESTABLISH QUORUM**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE/TEXAS PLEDGE**
5. **ACTION ITEM**
 - 5.A. Board to consider and approve the agenda
6. **PUBLIC COMMENTS**
7. **ACTION ITEMS**
 - 7.A. The board to consider and possibly approve a resolution to designate an officer to calculate the tax rate
Presenter: Kyle Johnson

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: August 1, 2022

Subject: Resolution Approving the Individual Authorized to Calculate Tax Rates

Administrator Responsible: Mr. Johnson

Summary: In accordance with CCG Legal and Section 26.04 of the Texas Property Tax Code, the Board of Trustees must designate the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements. Once calculated the rates and required documents will be sent to the District's Tax Assessor for approval and posting on their website.

Administration's Recommendation: I make a motion to “**approve a resolution designating Kyle Johnson, Assistant Superintendent of Finance and Operations at Westwood ISD, as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.**”

Board Approval Required

YES

NO

7.B. Board to consider Public Hearing date to discuss proposed 2022-23 Budget and
Tax Rate
Presenter: Kyle Johnson

Westwood ISD Agenda Item Information Agenda Item Information

Meeting Date: August 1, 2022

Subject: Propose date for Public Hearing to Discuss Proposed 2022-23 Budget and Tax Rate

Administrator Responsible: Mr. Johnson

Summary: Consider and set August 29, 2022 as the date and 6:00 PM as the time for a Public Hearing to discuss the Proposed 2022-23 Budget and Proposed Tax Rate.

Administration's Recommendation: I make a motion to "Set August 29, 2022 at 6:00pm as the date and time for the Public Hearing to discuss the Proposed 2022-23 Budget and Proposed Tax Rate."

Board Approval Required

YES

NO

7.C. Board discussion and possible action to approve a timber contract with Collins Logging for the sale of WISD timber located on 53.397 acres within the J. Jordan Survey as described in the contract

Presenter: Wade Stanford



Mick Schmitt, ACF, CF, SAF
Assistant Vice President
 PO Box 623 | 1149 East Rusk St
 Jacksonville, Texas 75766
 Office: (903) 586-9375 | Mobile: (903) 721-5024
 Fax (903) 586-0150
 E-mail: MSchmitt@FarmersNational.com

July 21, 2022

WESTWOOD ISD TRACT BID RESULTS

	<u>Collins Logging</u>	<u>Ellis Timber</u>
Pine Sawtimber 14"	\$39.00	\$33.00
Pine Sawtimber 12"	\$28.50	\$29.00
Pine Sawtimber B2	\$18.50	\$16.50
Pine Sawtimber B1		\$13.50
Pine Sawtimber 6R"	\$12.00	
Pine Sawtimber 10R"		\$10.00
Pine Posts	\$ 5.00	
Pine Pulpwood	\$ 2.00	\$ 1.00
Hardwood Sawtimber 12"	\$36.00	\$37.00
Hardwood Sawtimber 10"	\$29.00	\$27.00
Hardwood Pulpwood	\$ 3.50	\$ 4.00

Thank you for your bid. We will be contacting the successful bidder.

Sincerely,

Jimmy McNamara, Senior Forest Technician
 Forest Resource Management Division
FARMERS NATIONAL COMPANY

/ba

TIMBER CUTTING CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ANDERSON

THIS CONTRACT, made this ____ day of _____, 20____, by and between **WESTWOOD INDEPENDENT SCHOOL DISTRICT**, whose mailing address is **P. O. Box 260, Palestine, Texas 75802** herein called "SELLER", (whether one or more) and, **COLLINS LAND & TIMBER, LLC**, whose mailing address is, **11755 US Highway 259, Nacogdoches, TC 75964** herein called "BUYER".

WITNESSETH:

For and in consideration of the premises 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. The BUYER agrees to buy from the SELLER, and the SELLER agrees to sell to the BUYER upon the terms and conditions hereinafter stated, the timber, which is designated herein.

2. The timber covered by the Contract being designated by a representative of SELLER, being FARMERS NATIONAL COMPANY, FOREST RESOURCE MANAGEMENT DIVISION, P. O. Box 623, Jacksonville, Texas 75766, and located in an area that is designated in the J. Jordan Survey, A-33, Anderson County, Texas.

3. The area on which the timber is to be cut is located in the County of ANDERSON, being a part of that certain **53.397-acres** within the **J. JORDAN SURVEY, A-33** and as is more fully described in attached **EXHIBIT "A"**.

4 The BUYER agrees to pay to the SELLER the following price for timber:

PINE SAWTIMBER 14"	(\$39.00) THIRTY-NINE and NO/100 DOLLARS per ton,
PINE SAWTIMBER 12"	(\$28.50) TWENTY-EIGHT and 50/100 DOLLARS per ton,
PINE SAWTIMBER B2	(\$18.50) EIGHTEEN and 50/100 DOLLARS per ton,
PINE SAWTIMBER 6R	(\$12.00) TWELVE and NO/100 DOLLARS per ton,
PINE POSTS	(\$5.00) FIVE and NO/100 DOLLARS per ton,
PINE PULPWOOD	(\$2.00) TWO and NO/100 DOLLARS per ton,
HARDWOOD SAWTIMBER 12"	(\$36.00) THIRTY-SIX and NO/100 DOLLARS per ton,
HARDWOOD SAWTIMBER 10"	(\$29.00) TWENTY-NINE and NO/100 DOLLARS per ton and
HARDWOOD PULPWOOD	(\$3.50) THREE and 50/100 DOLLARS per ton.

Ton is defined for the purposes of this contract as 2,000 pounds.

5. SELLER does hereby covenant and warrant that ownership of the timber to be cut under the terms of this Contract is vested in SELLER, and further that said timber is located on the hereinafter described lands owned by or under lease to SELLER in the County of ANDERSON, State of TEXAS, as follows:

AS BEING a part of that said 53.397-acre tract of land located in the J. JORDAN SURVEY, A-33, ANDERSON COUNTY, TEXAS.

6. Logging activity shall be restricted to the area designated herein by SELLER'S FORESTER and as further described as Exhibit "B".

7. Carrying firearms of any kind by BUYER, its employees, agents or representatives, on the property is prohibited.

8. BUYER assumes responsibility for the prevention and suppression of all forest fires in the area covered by this agreement as a result of BUYER cutting and logging the timber herein sold and agrees to pay SELLER for the damages resulting from fires caused by BUYER or agents or employees of BUYER.

9. Payment for timber cut shall be forwarded to SELLER'S FORESTER at the address shown herein and made weekly, with BUYER making payment for each week's cutting on or about the Friday of the following week. Attached to each payment shall be an accurate report of the volume cut, delivered, and scaled or weighed during the preceding period. SELLER shall have the privilege at all reasonable times to inspect and verify the report.

10. The cutting of undesignated, unmarked timber or trees by BUYER shall constitute BUYER'S agreement to pay SELLERS two (2) times the price of such timber as set forth above.

11. SELLER and/or his representative reserve the right of monitoring the BUYER'S operation hereunder at any time to determine whether the provisions of the Contract are complied with.

12. BUYER shall have **SIX (6) MONTHS** in which to cut and remove all or any part of the timber licensed for cutting hereunder. BUYER may cut and remove timber licensed hereunder until 12:00 P.M. of expiration date, at which time the Contract shall terminate. SELLER has the right to terminate this Contract at any time.

13. In the event BUYER shall be delayed in or prevented from cutting and removing said timber within the term of this contract, or any extension thereof, by reason of any fire, strike, flood, riot, civil commotion, war, adverse weather condition, or any Act of God, or from any other cause or causes (whether or not of a similar nature) beyond its reasonable control, this contract shall be extended by written consent of SELLER for the period of time that any of such causes, conditions, or circumstances shall exist or continue, but in no event less than thirty (30) days, provided that BUYER shall have notified SELLER within ten (10) days of the existence of the cause or causes for such delay or inability to cut and/or remove said timber during the original term of this Contract.

14. BUYER agrees to pay such severance tax as may now or hereinafter be required to be paid by the laws of the State in which the above lands are located, unless specifically prohibited from doing so by law.

Initialed for Identification

15. Title to all timber licensed for cutting hereunder shall remain vested in SELLER until the same is cut by BUYER, at which time the title to said severed timber shall vest in BUYER.

16. BUYER agrees that any trees cut hereunder shall be utilized to as small a top diameter as practical and to cut all trees as close to the ground as practical.

17. BUYER agrees to use reasonable care and to conduct its operations hereunder in orderly manner so as to minimize damage to any timber not covered hereby. BUYER is given and granted the right to utilize equipment of every nature, type and character on said land which may be useful and necessary for the purpose of cutting, harvesting and removing the timber there from, including equipment used in tree length logging.

18. This Contract supersedes any and all previous contracts and may not be assigned by BUYER in whole or in part. SELLER may terminate this Contract at any time, for any reason, by SELLER or SELLER'S REPRESENTATIVE with a 72 hour notice.

19. BUYER shall immediately, upon damage to same, repair all fences, gates or structures damaged by its operations. Such roads, fences, gates or structures will be replaced to the same condition, if not better, as before commencement of logging operations. Access gaps in fence, where necessary, will be built by BUYER. All roads, improved pastures and flowing streams will be kept clear of tops.

20. SELLER shall be responsible for clearly marking and designating, all underground utilities, including but not limited to water lines, electric lines, gas lines and septic systems. The marking and designation of these utilities shall be completed prior to the commencement of any logging operations. Any underground utilities that have not been clearly marked and designated, that are damaged or destroyed during logging operations, will be the responsibility of the SELLER.

21. The BUYER agrees that it will not conduct, nor will it allow its employees, agents or representatives to conduct hauling operations upon said lands during extremely wet weather which would result in unnecessary damage to the land and that if any unusual or unnecessary damage should result to the lands due to its hauling or hauling done by its employees, agents, or representatives, during wet weather, BUYER will repair such damage or pay SELLER the costs of repairing same.

22. BUYER agrees to hold harmless SELLER, SELLER'S heirs, personal representatives and assigns against all claims, damages, losses and expenses arising out of, or resulting from, the performance of BUYER'S harvesting operations hereunder, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness or death, or to injury or destruction of tangible property, and is caused by any negligent act or omission of BUYER.

23. Failure of either party to this Contract to comply with the terms of this Contract shall constitute a breach of this Contract and shall result in this Contract becoming subject to cancellation upon THIRTY (30) days written notice from innocent party to said party in breach. Upon such cancellation, all rights of the party in breach of this Contract shall terminate immediately.

Initialed for Identification

24. It is fully understood and agreed that the SELLER has made no representations or warranties as to the amount, quality or quantity of the timber contained in such designated area, but that the BUYER has made his own examination and determination in respect to these matters.

25. This Contract shall be binding upon SELLER, its heirs, executors and administrators and upon BUYER, its successors and assigns:

26. BUYER shall, upon request of SELLER, provide to SELLER, proof of Workman's Compensation covering all employees and proof of General Liability insurance of no less than \$1,000,000.00 coverage, in the form of a Certificate of Insurance, with SELLER listed as "Additional Insured".

27. BUYER will follow, where applicable, all Best Management Practices (BMP) guidelines as set forth in the Texas Best Management Practices for Silviculture, handbook, published by the Texas Forestry Association.

EXECUTED THIS THE _____ DAY OF _____, 20____

SELLER:

**CAROLYN BOOKER,
SCHOOL BOARD PRESIDENT
WESTWOOD ISD
P. O. Box 260
Palestine, Texas 75802**

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 20____,
by **CAROLYN BOOKER, SCHOOL BOARD PRESIDENT, WESTWOOD ISD.**

Notary Public, State of _____
Printed Name: _____
My Commission Expires: _____

Initialed for Identification

The terms and conditions listed herein are hereby accepted by the BUYER the _____ day of _____, 20____.

BY: _____
**CHAD COLLINS for
COLLINS LAND & TIMBER, LLC
11755 US Highway 259
Nacogdoches, Texas 75964**

Initialed for Identification

Westwood Independent School District (53.397 Acres)



EXHIBIT "A"

J. JORDAN SURVEY, A-33
ANDERSON COUNTY, TEXAS



2018 WINTER AERIAL PHOTO
LEAF-OFF, NATURAL COLOR
31.753989, -95.659077 COORDINATES
FNC-FRMD-(07-08-2022)-MS-JMc
MSchmitt@farmersnational.com
903-586-9375

Upshur, Van Zandt, Wood
Anderson, Camp, Cherokee, Gregg, Harrison, Marion, Panola, Rains, Rusk, Smith,
TNRIS, StratMap 2

FARMERS NATIONAL COMPANY
FOREST RESOURCE MANAGEMENT DIVISION

Office (903) 586-9375
Fax (903) 586-0150

EXHIBIT "B"

P. O. Box 623
Jacksonville, Texas 75766

Cut N' Haul Logging Requirements

Tract Name: WESTWOOD INDEPENDENT SCHOOL DISTRICT TRACT

PINK FLAGGING UNLOCKED
GREEN TUBE GATE

Total Tract Acreage: 53.397 Sale Acres: 50 Combination: ACCESS TO RECON

Survey & Abstract J. JORDAN SURVEY, A-33 County: ANDERSON

Bid Date & Time 07-21-22 2:00 PM Term of Contract: 6 months

FNC, FRMD Supervisor in charge: JIMMY Cell Phone 903-721-4755

Pre-harvest Meeting Required: YES NO Target Basal Area: from to
STANDS I & II

Tree Spacing: First Thinning Improvement Thinning Seed Tree Residential Total Harvest

Equipment Requirements: (Clean up on ALL tracts must meet with BMP Standards and is subject to FNC, FRMD approval) ROADWORK and CLEANUP MUST BE COMPLETED NO LATER THAN 30 DAYS AFTER LAST LOAD IS HAULED. ACCESS TO LOOP 256 (CONTRACTOR WILL CUT FENCE AND REPAIR PLEASE.)

X-Sawhead X-Sawhands X-CTR X-Dozer (IF NEEDED) X-Skidder

Harvesting Requirements: NOTE: 72 HOURS NOTICE BEFORE MOVING ON TRACT

PINE: STAND I-10 ACRES LEAVE A PINE 70' APART

- Remove Hardwood from Pine Crown Friction Thinning (No down rows)
 Crown Friction Thinning (Every 5th row, or every 50 feet, thin in between)
 Grid System (No down rows) 7th Row (Thin in between)
 Remove all merchantable Pine

HARDWOOD: STAND II-40 ACRES LEAVE A HARDWOOD EVERY 70' APART WITH THE EXCEPTION OF SMZ'S

- Remove Pine from Hardwood Remove all merchantable Hardwood
 Thin Hardwood, leave upper story, take under story (some mid-story)
 Thin Hardwood, leave under story and mid-story, take upper story

Slash Disposal: Pile Distribute in woods
STANDS I & II WHERE CUTTING HALF A LOAD TO ACRE

Underbrush Removal: No Mowing Required Required As much as possible

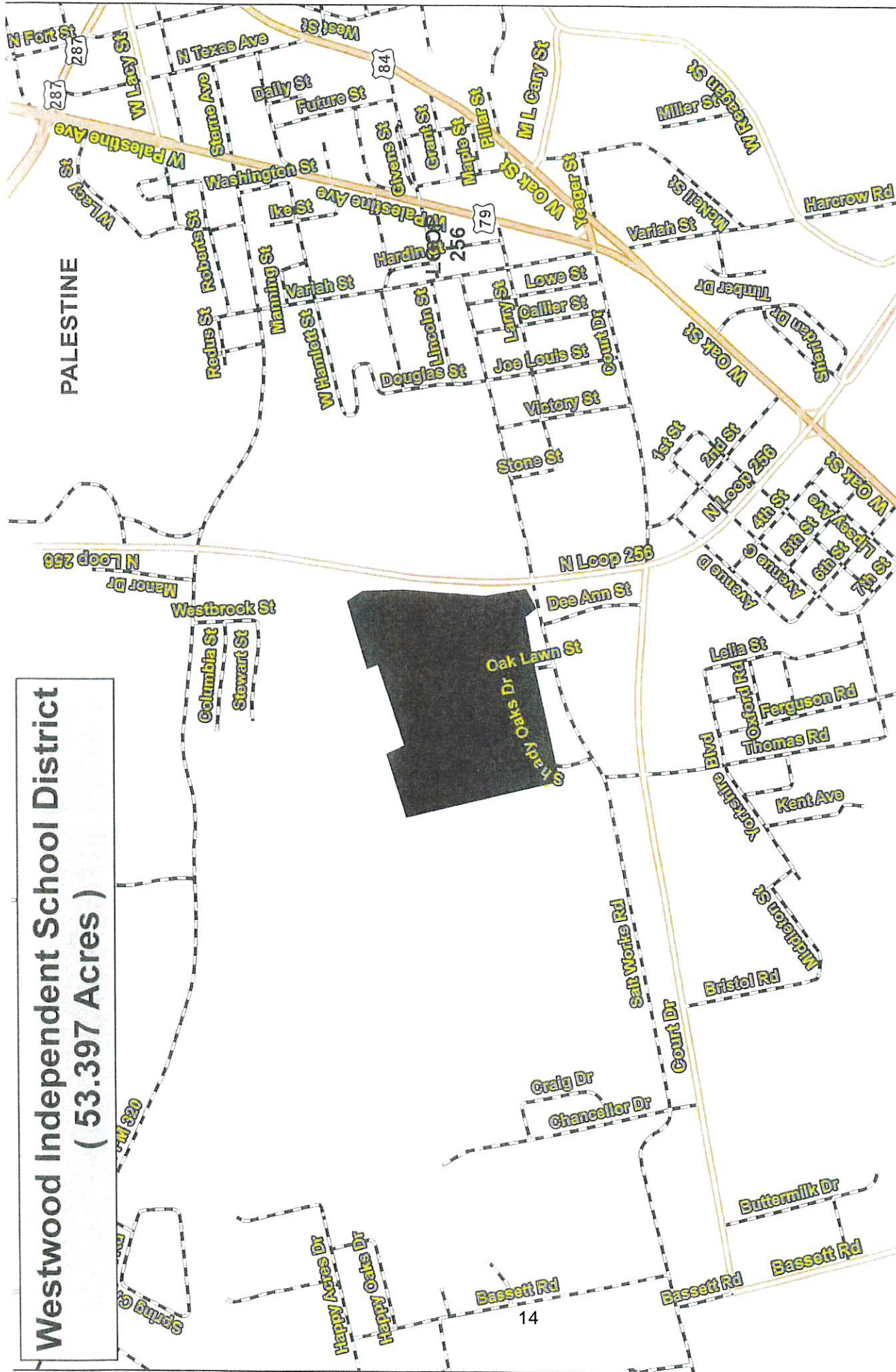
Gates: Keep Gates Locked at Night Keep Gates Locked Due to Cattle

**** IT IS YOUR RESPONSIBILITY TO CONTACT ANY AND ALL COUNTY ROAD COMMISSIONERS, AS WELL AS ALL UTILITY AND PIPELINE REPRESENTATIVES. ****

**** ALL "TURNING TREES" ARE TO BE CUT BEFORE LEAVING THE SET. IF ON FINAL INSPECTION TURNING TREES ARE FOUND, MONETARY VALUE WILL BE ASSESSED AND PAID BY LOGGING COMPANY TO LANDOWNER. THIS ALSO APPLIES TO SEVERELY SKINNED TREES THROUGHOUT THE TRACT. ****

**** ANY DRAGS LEFT IN THE WOODS WILL BE PICKED UP. IF ON FINAL INSPECTION DRAGS OF WOOD ARE FOUND, LOGGING CONTRACTOR WILL GO BACK TO THE TRACT IMMEDIATELY TO CLEAN UP DRAGS. NO EXCEPTIONS! ****

Westwood Independent School District (53.397 Acres)



J. JORDAN SURVEY, A-33
ANDERSON COUNTY, TEXAS

2018 WINTER AERIAL PHOTO
LEAF-OFF, NATURAL COLOR
31.753989 -95.659077 COORDINATES
FNC-FRMD-(07-08-2022)-MS-JMC
MSchmitt@farmersnational.com
903-586-9375



PAYMENT AGREEMENT

DATE: _____

TO: COLLINS LAND & TIMBER, LLC

RE: DISBURSEMENT OF PROCEEDS FROM SALE OF TIMBER ON THE WESTWOOD INDEPENDENT SCHOOL DISTRICT TRACT, 53.397-ACRES, LOCATED IN THE J. JORDAN SURVEY, A-33, ANDERSON COUNTY, TEXAS.

THE UNDERSIGNED, OWNER(S) OF THE TIMBER ON THE ABOVE REFERENCED LAND, AGREES THAT THE TIMBER SALE PROCEEDS SHALL BE DISBURSED BY SEPARATE CHECKS TO THE FOLLOWING PERSONS IN THE AMOUNTS SHOWN BELOW:

Westwood ISD	90%
Farmers National Company	10%

CAROLYN BOOKER
SCHOOL BOARD PRESIDENT
WESTWOOD ISD

8. **CLOSED SESSION**

- 8.A. Acknowledge professional contracts for the 2022-2023 school year
- 8.B. Board to consider Assistant Principal at Westwood High School
- 8.C. Board to consider and possibly approve District of Innovation contract for the 2022-2023 school year

9. Board to vote on items discussed in closed session

- 9.A. Acknowledge teacher contracts
- 9.B. Board to possibly approve Assistant Principal Contract for the high school
- 9.C. Board to possibly approve District of Innovation Contract for the high school

10. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the ~~Texas Open Meetings Act~~, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees