

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
Monday, October 18, 2021 – 5:00 P.M.
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

1. CALL TO ORDER

The Bastrop EDC Board reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item in compliance with the Texas Open Meetings Act, Chapter 551 Government Code.

2. PUBLIC COMMENT(S)

3. REGULAR BUSINESS & PRESENTATIONS

- 3.1. Recognition of outgoing board member Sam Kier and welcome new board member Jenn Wahl. **(page 3)**
- 3.2. Approval of meeting minutes from the Regular BEDC Board Meeting of September 20, 2021, and the Special Workshop Meeting of October 11, 2021. **(page 4)**
- 3.3. Consideration, discussion and possible action on election of 2021/2022 BEDC Officers: Chair, Vice Chair, Secretary and Treasurer. **(page 9)**
- 3.4. Consideration, discussion and possible action on FY 2021/2022 Board meeting schedule including date and/or time of meetings. **(page 11)**
- 3.5. Presentation on the Bastrop City Council's establishment of economic development policy directive (presented by Joe Esch of Esch Development Solutions LLC). **(page 12)**
- 3.6. Discussion and possible action regarding the sale of the building located at 921 Main Street and leased by the Art Institute. **(page 35)**
- 3.7. Discussion and possible action regarding the Main Street Agreement by and between the City of Bastrop and the BEDC. **(page 36)**
- 3.8. Discussion and possible action on the First Amended Development Agreement between the City of Bastrop, Texas, and the Bastrop Economic Development Corporation executed in 2013. **(page 42)**
- 3.9. Discussion and possible action on proposed layouts for future development of the remaining property located in the Bastrop Business and Industrial Park. **(page 43)**
- 3.10. Consideration, discussion and possible action on engaging an engineering firm to assist in preparing a zoning concept scheme for the Bastrop Business and Industrial Park. **(page 47)**
- 3.11. Discussion and possible action on Resolution R-2021-0014 approving an agreement to lease the property and fund the utilities where the "Bastrop Monument Sign" is located, at the Bastrop RV Park. **(page 48)**

- 3.12. Receive updates from BEDC staff – BEDC staff will update the Board on attended and upcoming meetings and events, including: October 11th board workshop; Bastrop County Board of Realtor’s luncheon virtual meeting; monthly virtual meeting with Golden Shovel; bi-weekly meetings with City Manager and Assistant City Manager; Business Retention Expansion International Ambassador meeting; Board & Commissions Banquet; upcoming board workshop; grand opening/ribbon cutting mixer at The Art Institute. **(page 64)**

4. EXECUTIVE SESSION

- 4.1. The Bastrop EDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
- (1) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on Projects – South Forty; Super Glue; and Fiesta.
 - (2) **Section 551.072** Deliberation regarding the purchase, exchange, lease, or value of real considered being purchased by the BEDC.
 - (3) **Section 551.071** Consultation with Attorney regarding lawsuit filed by former Chief Executive Officer Cox against the Bastrop EDC.
 - (4) **Section 551.074** Personnel Matters – Discussion on Chief Executive Officer Position.
- 4.2. The Bastrop EDC Board of Directors will reconvene into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein.

5. ADJOURNMENT

CERTIFICATE

I, Angela Ryan, Operations Manager of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC’s website on this the 15th of October 2021 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

Angela Ryan

Angela Ryan, BEDC Operations Manager

THE BASTROP ECONOMIC DEVELOPMENT CORPORATION IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS WILL BE PROVIDED UPON REQUEST. PLEASE CALL 512-303-9700.

Agenda Item: 3.1

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Recognition of outgoing board member Sam Kier and welcome new board member Jenn Wahl.

Prepared by: BEDC Staff

Please join BEDC Staff in recognizing BEDC board member Sam Kier as he exits the Board, and in welcoming new board member Jenn Wahl.

Recommendation – None.

[RECOMMENDED MOTION] – No motion required.



Agenda Item: 3.2

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Approval of meeting minutes from the Regular BEDC Board Meeting of September 20, 2021, and the Special Workshop Meeting of October 11, 2021.

Prepared by: BEDC Staff

Attached for the Board's review are the meeting minutes from the board meeting of September 20, 2021, and the workshop meeting of October 11, 2021.

Recommendation – Approve the meeting minutes as submitted.

[RECOMMENDED MOTION] – I move to approve both sets of meeting minutes as submitted.



BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
BOARD OF DIRECTORS
Minutes of Monthly Meeting, September 20, 2021
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

The Bastrop Economic Development Corporation (BEDC) met on Monday, September 20, 2021, at 5:00 p.m. for a Regular Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Kathryn Nash, Kevin Plunkett, Bill Gossett, Connie Schroeder, Ron Spencer, and Jeff Haladyna. Staff members present: Genora Young, Angela Ryan and Jean Riemenschneider. BEDC Attorney Charles Zech was also present.

1. **CALL TO ORDER** – Board Chair Kathryn Nash called the meeting to order at 5:00 p.m.
2. **PUBLIC COMMENT(S)** – There were no public comments.
3. **REGULAR BUSINESS & PRESENTATIONS**
 - 3.1. Approval of meeting minutes from the Joint Meeting with City Council on July 12, 2021, the Regular Board Meeting of August 16, 2021. Mr. Plunkett made the motion to approve the minutes as submitted, Mr. Haladyna seconded, and the motion passed.
 - 3.2. Acceptance of financial report provided by City of Bastrop's Chief Financial Officer for period ending August 2021. Mr. Plunkett made the motion to accept the financial report as submitted, Mr. Spencer seconded, and the motion passed.
 - 3.3. Discussion and possible action regarding the sale of the building located at 921 Main Street and leased by the Art Institute. The Board discussed options for selling the building and then chose to consult with the BEDC attorney in executive session. After, the Board discussed the item in open session, ultimately coming to the consensus that the options could be discussed at an upcoming meeting.
 - 3.4. Discussion and possible action regarding renewal of an Administrative and Shared Services Agreement by and between the City of Bastrop and the BEDC. Mr. Haladyna made the motion to approve the agreement, Mr. Plunkett seconded, and the motion passed.
 - 3.5. Discussion and possible action regarding the Main Street Agreement by and between the City of Bastrop and the BEDC. Chair Nash went over the revised draft with the Board. After discussion, it was the consensus of the Board that Ms. Nash would make additional changes to the agreement and bring back to a future meeting.
 - 3.6. Discussion and possible action on the First Amended Development Agreement between the City of Bastrop, Texas, and the Bastrop Economic Development Corporation originally executed in 2013. Presentation will be made by City Manager Paul Hofmann and Assistant City Manager Trey Job. Mr. Job reviewed the Development Agreement with the Board, asking for guidance as to the Board's wish to amend the agreement or implement the remaining phases with a development plan under the existing agreement. After discussion it was decided that the Board would discuss the item further at a workshop to be scheduled for October 11, 2021.
 - 3.7. Update of BEDC projects under review by the City of Bastrop Planning and Development Department. Presentation will be made by City Manager Paul Hofmann and Assistant City Manager Trey Job. Mr. Job updated the Board on the status of various projects related to the BEDC.

- 3.8. The Board received updates from BEDC staff, including: Capital Area Economic Development District Committee meeting; Business and Industrial Park re-platting meetings with City Planning Department; planning meeting for the October Joint City Council/BEDC Board meeting; bi-weekly meetings with the City; continued participation in Bastrop Development Review Committee meetings; IEDC (International Economic Development Council) Economic Development Credit Analysis Course (Angela); ARCIT (Association of Rural Communities in Texas) Annual Conference; Joint City Council/BEDC Board meeting; and BEST Breakfast hosted by BEDC. Ms. Young updated the Board on the above listed items. The Joint Meeting with City Council has been postponed until a later date.

4. EXECUTIVE SESSION

- 4.1. At 6:00 p.m., the BEDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
 - (1) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on Projects – South Forty and Fiesta.
 - (2) **Section 551.074** Personnel Matters – Discussion on Chief Executive Officer Position.
 - (3) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property;
 - (4) **Section 551.071** Consultation with Attorney – Sale of building located at 921 Main Street.
- 4.2. At 6:39 p.m., the BEDC Board of Directors reconvened into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein. There was no action taken.

- 5. **ADJOURNMENT** – Mr. Plunkett made the motion to adjourn the meeting and Mr. Gossett seconded. The board meeting was adjourned at 6:55 p.m.

APPROVED: _____
Kathryn Nash, Board Chair

ATTEST: _____
Angela Ryan, Operations Manager

BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
BOARD OF DIRECTORS
Minutes Of Special Meeting of October 11, 2021
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

The Bastrop Economic Development Corporation (BEDC) met on Monday, October 11, 2021, at 9:00 a.m. for a Special Workshop Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Kathryn Nash, Kevin Plunkett, Bill Gossett, Connie Schroeder, Jeff Haladyna, and Jenn Wahl. Board member Ron Spencer was not in attendance. Staff members present: Genora Young, Angela Ryan and Jean Riemenschneider. BEDC Attorney Charles Zech was present for the first portion of the meeting.

1. CALL TO ORDER – Board Chair Kathryn Nash called the meeting to order at 9:00 a.m.

2. PUBLIC COMMENT(S) – There were no public comments.

3. WORKSHOP

3.1. The BEDC Board met in a workshop session to discuss the following items:

- 1) Development plans for southern portion of Bastrop Business and Industrial Park, including the history and previous proposed layouts
- 2) Portion (84 acres) of Bastrop Business and Industrial Park within the Houston Toad Habitat and/or “Conservation Area,” including past, current, and future zoning/place type
- 3) Development Agreement between the BEDC and City of Bastrop executed on 06/28/2013 and the Amended Agreement executed 11/25/2013

BEDC Staff gave a presentation beginning with a brief history of the BEDC and leading into the purchase of the property to be used as an Industrial Park. They then showed maps that reflected past development of the Park, from the first business that located there to the most recent.

Next was a presentation about the history of the Houston Toad as well as the Conservation Area in the Business Park, which they clarified are not the same designation. Staff explained what the BEDC had previously done to address developing in the Houston Toad Habitat area of the Business Park and then further detailed what the options are for future development.

The last portion of the presentation consisted of several maps depicting the City of Bastrop’s character districts, zoning types, and future land use, with a review of past proposed layouts of the Business Park and reasons they were not implemented. The presentation ended with options for future development within the Business Park and a map of the 2021 City of Bastrop Transportation Plan as well as a map of Bastrop County’s Transportation Plan.

Interim Executive Director Genora Young updated the Board about the Amended Development Agreement with the City of Bastrop that was entered into by the City of Bastrop and the BEDC in 2013. She explained the agreement was triggered by the JAMCo project going into the Business Park. The original agreement had been amended due to the expanded scope of the JAMCo project. This also produced two additional lots available for sale. The agreement includes a stipulation that installation of sidewalks is not required. The City of Bastrop also agreed to waive all development fees for the BEDC under the agreement. She then explained that a decision is now needed as to whether to renegotiate the current agreement or continue to move forward

under the terms of the existing agreement and address infrastructure needs on a project-to-project basis, and also how to best address making the lots in the Business Park “shovel-ready” and re-zone the entire Business Park as Employment Center (EC).

The Board took a brief recess from 10:28 a.m. to 10:39 a.m.

The board members discussed everything that had been presented and ideas for moving forward in the development of the Business Park. Assistant City Manager Trey Job had provided a hand-drawn map as an example of the type of layout required for a zoning concept scheme. The board discussed what would be required to re-zone the portions of the Business Park that are currently not zoned EC, which would be a zoning concept scheme that included a road layout and drainage assessment. In order for the zoning concept scheme to receive staff recommendation, the minimum connectivity requirement would be an additional roadway to the south of the Park and another to the east. The process would be for the zoning concept scheme to first go to the Planning & Zoning Commission, then to City Council for two readings. A public hearing would also be required. The total timeline would take approximately 90 days.

The board members discussed the possibility of limiting access on the two roadways and the fact that the property outside the Business Park is not inside the city limits. The south roadway could be an emergency access, for example. Regarding the drainage study and a general layout of the roadways being needed in order to do that, Mr. Job said that a certain level of geotechnical work and a road grid is required per the development manual. Staff reported that a Phase I Environmental Study and Geotechnical Study have already been completed on the southern portion of the Business Park.

Mr. Gossett will work with BEDC staff to sketch a map with roads that are more squared off and not curved, as well as large lots versus small lots. These maps will be included on the agenda for the next board meeting. There should also be an item added for the Board to be able to make a decision about an engineer to assist with the drainage portion of the zoning concept scheme.

Suggested items for discussion at upcoming BEDC meetings were: zoning concept scheme; shovel-ready lots versus non shovel-ready lots; small lot versus large lot layout; updating the existing development agreement to eliminate references to Phases 2 - 6; and the status of the Interlocal Agreement (ILA) between the BEDC, the City of Bastrop, and Bastrop County.

- 3.2. The Board convened into open session to take any necessary action related to the above items. No action was taken.

4. ADJOURNMENT – Chair Nash adjourned the meeting at 11:48 a.m.

APPROVED: _____
Kathryn Nash, Board Chair

ATTEST: _____
Angela Ryan, Operations Manager



Agenda Item: 3.3

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Consideration, discussion and possible action on election of 2021/2022 BEDC Officers: Chair, Vice Chair, Secretary and Treasurer.

Prepared by: BEDC Staff

The annual election of board officers needs to be held for the upcoming year.

According to the EDC’s Bylaws, all Board members are eligible to serve as Chair or Vice Chair, with the exception of the Mayor. All Board members are eligible to serve as Secretary or Treasurer. The offices of Vice Chair, Secretary, and Treasurer may be combined. (Typically, the Bastrop EDC officers have consisted of a Chair, Vice Chair, and Secretary/Treasurer.)

It is not defined within the Bylaws how to conduct Officer Elections, so it at the Board’s discretion to decide among its members the format of the annual Officer Elections.

Last year’s officers were Kathryn Nash, Chair; Kevin Plunkett, Vice Chair; and Sam Kier, Secretary/Treasurer.

Attachment: List of current BEDC board members is attached for reference.

Recommendation – In past years, a board member has made a nomination for the current officers to continue to serve for the upcoming year. However, with Mr. Keir’s departure from the Board, a nomination and vote will need to take place for the position of Secretary/Treasurer.

[RECOMMENDED MOTIONS] – I make the motion that Chair Nash and Vice Chair Plunkett continue to serve in their current positions, and that _____ be appointed as Secretary/Treasurer.

OR

- I make the motion that _____ be appointed as Board Chair.
I make the motion that _____ be appointed as Board Vice Chair.
I make the motion that _____ be appointed as Board Secretary/Treasurer.



Bastrop Economic Development Corporation
2021/2022 Board of Directors

<u>SEAT</u>	<u>BOARD MEMBER</u>	<u>TERM EXPIRES</u>	<u>ORIGINAL APPOINTMENT</u>	
1	Connie Schroeder	September 2023	June 2017	
2	Bill Gossett	September 2022	September 2020	
3	Jenn Wahl	September 2023	September 2021	
4	Kevin Plunkett	September 2022	July 2016	Vice Chair
5	Ron Spencer	September 2023	June 2017	
6	Jeff Haladyna	September 2022	May 2021	
7	Kathryn Nash	September 2023	June 2017	Chair

NOTES:

* Jeff Haladyna has previously served on the BEDC Board.

* Outgoing board member Sam Kier has been Secretary/Treasurer since July 2017.



Agenda Item: 3.4

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Consideration, discussion and possible action on FY 2021/2022 Board meeting schedule including date and/or time of meetings.

Prepared by: BEDC Staff

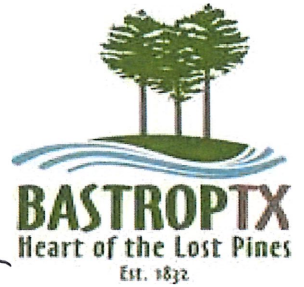
The EDC Board meets at City Hall (if available), traditionally on the third Monday of the month at 5:00 p.m., unless the date is a holiday. The date and time of the meetings are at the Board’s discretion. Per the Bylaws, if City Hall is not available, the Board Chair shall select a suitable location for the meeting.

Below is the proposed 2021/2022 Board Meeting Schedule.

Recommendation – The Board may leave the Board Meetings on the third Monday of every month, or they may change the date and/or time of the meetings.

- October 18, 2021
November 15, 2021
December 22, 2021 May be cancelled if there isn’t enough pending business
January 24, 2022 Fourth Monday (Third Monday is MLK Day)
February 28, 2022 Fourth Monday (Third Monday is Presidents Day)
March 21, 2022
April 18, 2022
May 16, 2022
June 20, 2022
July 18, 2022
August 15, 2022
September 19, 2022





T0: Genora Young, Interim Executive Director of the Economic Development Corporation

FROM: Paul A. Hofmann, Bastrop City Manager *Paul A. Hofmann*

DATE: October 13, 2021

SUBJECT: Presentation on the Bastrop City Council's establishment of Economic development policy directive

=====

Thank you for scheduling an opportunity to present to the Bastrop Economic Development Corporation (BEDC) a plan for developing City Council economic development policy direction. Thank you also for meeting with Chair Nash, Mayor Schroeder, and me on October 4th to discuss this initiative.

The City Council and the BEDC met in joint session on July 12, 2021. A significant area of discussion was how to align City Council's focus areas and priorities with the strategic objectives of the BEDC.

The July 12 joint session and subsequent conversations have indicated there is work to be done to achieve alignment. A particular discussion point has been the lack of clear direction from the City Council on economic development objectives and priorities, and on the particular roles of the BEDC and City of Bastrop in achieving those objectives.

The City of Bastrop has contracted with Joe Esch of Esch Development Solutions LLC to facilitate the creation of clear and concise policy directive from the City Council. That policy directive will include an alignment of purpose of the BEDC with the City of Bastrop, the role of the BEDC in support of the city's economic development efforts, roles and responsibilities, and the operational relationship between the BEDC and the City of Bastrop.

The details of the program of work were presented to Council on October 12 and include steps to receive BEDC input and keep the BEDC informed of the status of the development of the policy directive.

I look forward to working with you on this over the next several weeks.

Economic Development Strategic Alignment & Direction

BEDC Board Meeting

Bastrop, TX

October 18, 2021



Conversation Overview

- Introduction
- Fundamental Assumptions
- Assignment
- Approach
- Process
- Schedule



Introduction

My background



Fundamental Assumptions

Both the City and the EDC:

- **Seek common goals and are not adversaries**
- **Are interested in quality development for Bastrop**
- **Understand that an alignment of understanding and organizational direction is in the best interest of the community**



Fundamental Assumptions – The EDC

- Was created by the city to support the city's economic development efforts
- Is focused on a specific set of goals and objectives
- Is a critical component of the city's economic development efforts
- Its role is not in conflict with the City's role as a regulator



Fundamental Assumptions -The City

- Is a “Home-Rule” city and has all those powers except what the legislature has prohibited
- Exists to provide a list of critical services to promote a safe, well organized community with a high quality of life in a predictable environment.



Fundamental Assumptions - The City

- **Plays a necessary role as a regulatory authority in the development process to ensure a consistent application of the codes and ordinances**
- **Has undertaken thoughtful process and established a vision for Bastrop which considers the importance of maintaining the history and character of the community while leveraging the opportunities for growth.**
 - **Comprehensive Land Use Plan**
 - **B3 Code**



Assignment

The desired outcome is the creation of a clear and concise policy directive regarding:

- Alignment of purpose of the EDC with the City of Bastrop
- Role of the EDC in support of the city's economic development efforts
- Operational relationship between the EDC and the City of Bastrop
- Roles and responsibilities of the board and staff of the EDC



Approach

- **Establish goal(s)**
- **Review the factual and structural elements of the situation**
- **Gather opinion and insights from all sides**
- **Identify areas of disagreement**

Approach

- **Hold workshop with Council to**
 - Review economic development fundamentals
 - Discuss Types of EDC's
 - Type B Corporations
 - Pros and Cons of options
 - Structural differences in roles and responsibilities between City's and EDC
 - Share input gained from conversations
 - Identify areas of conflict and options for addressing

Process

The program of work has been broken into four main elements:

1. Presentation of concept to council and discuss plan of work

2. Assessment of current situation

- Individual interviews with the council, EDC board and EDC interim director gain insights on views, issues, ideas, concerns,...



Process

- 3. Facilitation of council workshop to inform and build consensus on a policy direction to align views and operations between the city and the EDC**
- 4. Communication of council goals for economic development, respective roles and responsibilities of the EDC**

Schedule

Date	Action Item
12-Oct	Council presentation, discussion of interviews to be set up with council and key staff
18-Oct	Presentation to EDC board of Council initiative and discussion of individual interviews with EDC board members and EDC interim director
Oct 27 – Oct 29	Scheduling of in person interviews.

Schedule

Date	Action Item
9-Nov	Facilitated council workshop and consensus development
15-Nov	Update to EDC board on outcome from council session
14-Dec	Council consideration and action on council policy resolution

Questions ?



Proposal for Services

To:
City of Bastrop
Attn: Paul Hofmann, City Manager

By:
Esch Development Solutions, LLC
September 23, 2021

Summary of Assignment

The City of Bastrop, Texas, is a fast-growing community of nearly 10,000 people situated on Texas State Highway 71 in Bastrop County, Texas. The city is proximate to Austin, Texas, and has been able to attract a significant number of new businesses providing capital investment and new jobs.

The City of Bastrop has a council manager form of government. The city council is comprised of the mayor and five councilmembers. The city has a Type B Sales Tax Corporation, the Bastrop EDC. Like all Type B corporations, the city council appoints the seven-member board of directors. The Bastrop EDC has annual revenues of approximately \$3,300,000. The Bastrop EDC employs a director and staff in support of their economic development efforts.

The city manager and city council have recognized that there is difference of views as to the respective purpose, roles, responsibilities, and authority between the city and the EDC. This lack of alignment has impacted the working relationship between the city and the EDC and has impeded the ability to achieve an effective economic development program for the community. Given the critical importance of alignment of views and effort, the city manager and council desire to undertake a thoughtful and comprehensive multi-step process to resolve any issues. The desired outcome is the creation of a clear and concise policy directive regarding:

- Alignment of purpose of the EDC with the City of Bastrop
- Role of the EDC in support of the city's economic development efforts
- Roles and responsibilities of the board and staff of the EDC
- Operational relationship between the EDC and the City of Bastrop

The program of work has been broken into four main elements:

1. Presentation of concept to council to consider and approve plan of work
2. Assessment of current situation
3. Facilitation of council workshop to inform and build consensus on a policy direction to align views and operations between the city and the EDC
4. Communication of council goals for economic development, respective roles and responsibilities of the EDC

Plan of Work

Date	Action Item
24-Sep	Approval of contract
30-Sep	Draft of presentation to City Council provided to CM for review Draft outline of topics for Oct 26 meeting
5-Oct	Draft list of questions for interviews provided to CM for review
6-Oct	CC - agenda item completed
8-Oct	Dry run with CM and potentially Mayor
12-Oct *	Council presentation, discussion of interviews to be set up with council and key staff
13-Oct	EDC agenda item complete and transmitted
18-Oct	Presentation to EDC board of Council initiative and discussion of individual interviews with EDC board members and EDC interim director
27- Oct - 29-Oct	Scheduling of in person interviews. <i>(Attempt to consolidate over two to three days)</i>
30-Oct - Nov-2	Compilation of results, research and drafting of PowerPoint for facilitated council workshop
1 Nov	Draft of presentation to City Council provided to CM for review
3-Nov	CC - agenda item completed
5-Nov	Dry run with CM and potentially Mayor
9-Nov	Facilitated council workshop and consensus development
10-Nov	EDC agenda item complete and transmitted City begins drafting formal council policy resolution
15-Nov	Update to EDC board on outcome from council session
17-Nov	CC - agenda item completed
14-Dec	Council action item consideration and action on council policy resolution

Notes: *Meeting with Mayor, CM, EDC Chair and EDC Dir will be scheduled to share the process being pursued. **Meeting with CM & ACM will be scheduled at a convenient time to discuss opportunities for the convention center. *** Client may elect to increase the scope of work by providing notice in writing to the consultant via email from City Manager. Additions to the scope of work will be billed consistent with assumptions included in this proposal.

Estimated Fee for Services

Cost Element	Hours	Rate	Total
Hours for work preformed	44	\$ 175.00	\$ 7,700.00
# of hours for travel days	18	\$ 87.50	\$ 1,575.00
Mileage expense			\$ 1,270.08
		Total:	\$ 10,545.08

Actual fee for services will be based on actual hours incurred and number of trips at proposed rates:

Elements of Cost

1. Preparation Time
 - a. Consultation and meetings
 - b. Presentation creation
 - c. Research
 - d. Development of interview questions
2. Process Time
 - a. Interviews
 - b. Compilation of results
 - c. Drafting
3. Presentations
 - a. Dry run of presentations
 - b. Presentations to council and board
4. Travel Time – Mileage
 - a. Interviews
 - b. Meetings
 - c. Presentations

Assumptions

Fee Schedule Assumptions

Hourly Rate	\$	175.00
Travel Rate (1/2 Hourly Rate)	\$	87.50
IRS Mileage Rate	\$	0.56

Travel Assumptions

Mileage from office to Bastrop - One way	126
Mileage from office to Bastrop - Round trip	252
Estimated average travel time between office and Bastrop	2 hours
Mileage reimbursement per travel day to Bastrop	\$ 141.12

Assumptions - Continued

Interview Assumptions

Of interviews

EDC Board of Directors (not including mayor)	6
EDC Director	1
City Council	6
Assistant City Manager	1
Total number of interviews:	14

Time allocation for interviews

Amount of time per interview in hours	1
Total amount of time in interviews	14

Interviews will be in person and coordinated to occur over 3 days

Travel days planned for interviews	3
Estimated cost of travel for interviews	\$423.36

Presentations and meeting with EDC Chair and EDC Dir

Number of presentations

Council presentations	3
EDC board presentations	2
Dry run of presentations accomplished via remote	2
Meeting with Mayor, CM, EDC Chair and EDC Dir	1
Travel days planned for presentations	5
Travel day for meeting with Mayor, CM, EDC Chair and EDC Dir	1
Estimated cost of travel for presentations:	\$846.72

Time assumed per presentation




Council presentations	2
EDC board presentations	2
Dry run of presentations	1
Meeting with Mayor, CM, EDC Chair and EDC Dir	2
Total # of hours assumed for presentations:	14

Planning, preparation and consultation

Creation of presentations for council	5
Creation of presentations for EDC board	2
Creation of questions for interviews	1
Scheduling of interviews	1
Review of materials, research and consultation	5
Meeting with City Manager and ACM on convention center planning	2
Total hours assumed:	16

Draft Calendar

City Council	● = Meeting	◆ = Agenda Due	● = PPT due to CM
EDC	▲ = Meeting	◆ = Agenda Due	✦ = PPT dry run
Esch Dev	★ = Workshop and Presentation		

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sept - 20	21	22	23	24	25	26
				Contract Approval		
27	28	29	30	Oct - 1	2	3
			10/26 WS - Draft outline of topics			
4	5	6	7	8	9	10
	Draft questions to CM					
11	12	13	14	15	16	17
	Initial meeting W/CC					
18	19	20	21	22	23	24
Overview of project to EDC	List of questions sent out and interviews scheduled					
25	26	27	28	29	30	31
		Interviews				
Nov - 1	2	3	4	5	6	7
8	9	10	11	12	13	14
	Facilitated Workshop W/CC					
15	16	17	18	19	20	21
Update to EDC on CC Workshop						
22	23	24	25	26	27	28
						
29	30	Dec - 1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
	Council considers resolution on EDC					

Notes: *Meeting with Mayor, CM, EDC Chair and EDC Dir will be scheduled to share the process being pursued.
 **Meeting with CM & ACM will be scheduled at a convenient time to discuss opportunities for the convention center.

Delivery of Work Product and Expenses

Unless otherwise requested, the Consultant will only provide electronic copies of reports, recommendations, assessments, and other documents created for work performed under this contract. Should the city request printed copies from the consultant, they will be provided at the following rates:

- Black and white documents on standard paper at \$0.20/page
- Color documents on standard printer paper at \$0.60/page
- Should the city request other printed materials such as gloss print or special documents the city will be billed at the cost incurred by the Contractor for those documents.

Contracting Entity and Contact Information

Name & Address:

Esch Development Solutions, LLC
1650 Highway 6, Suite 470
Sugar Land, TX 77478
Attn: Joseph Esch

Email:

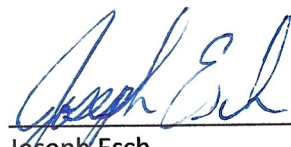
Joe@Eschcraft.com

Phone:

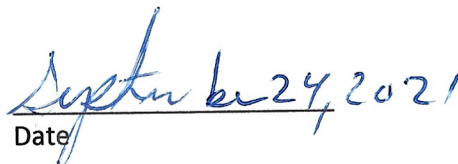
713-305-9925

Billing

Client will be billed for work completed up to and including the 15th of each month.
Bills due upon receipt.



Joseph Esch
President
Esch Development Solutions, LLC



Date

Agenda Item: 3.6

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Discussion and possible action regarding the sale of the building located at 921 Main Street and leased by the Art Institute.

Prepared by: BEDC Staff

Interim Executive Director Young will be giving the Board an update on options for selling the building.

Recommendation – Staff may make a recommendation at the meeting.

[RECOMMENDED MOTION] – None at this time.





Agenda Item: 3.7

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Discussion and possible action regarding the Main Street Agreement by and between the City of Bastrop and the BEDC.

Prepared by: BEDC Staff

The mission of the BEDC is to be a driving force to attract, support, and sustain the economic growth of the Bastrop Community. In this spirit, the BEDC Board has worked collaboratively with the City of Bastrop and the Bastrop Main Street Program to foster economic development, investment and growth with the downtown area, participating actively with planning and development activities.

Bastrop Main Street Program's mission provides that the Program "through collaboration with other organizations and with volunteers' insights, talents and energies, will be a catalyst for the continued revitalization, preservation and economic health of our historic downtown area." The Program is guided by the Main Street Four Point Approach of organization, design, promotion and economic vitality.

The BEDC is guided by Texas Local Government Code Sections 501 – 505. Under Sec. 501.158 a Performance Agreement is required.

Texas Local Government Code Sec. 501.158. PERFORMANCE AGREEMENTS.

a) A corporation may not provide a direct incentive to or make an expenditure on behalf of a business enterprise under a project as defined by Subchapter C of this chapter or by Subchapter [D](#), Chapter [505](#), unless the corporation enters into a performance agreement with the business enterprise.

(b) A performance agreement between a corporation and business enterprise must:

(1) provide, at a minimum, for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement; and

(2) specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement.

(Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. [2278](#)), Sec. 3.01, eff. April 1, 2009.)

Per the Texas State Comptroller: An EDC must enter into a written performance agreement with any business enterprise that it funds directly or makes expenditures that benefit an eligible project. At a minimum, the performance agreement must contain:

- a schedule of additional payroll or jobs to be created or retained;
- the capital investment to be made by the business enterprise; and
- the terms for repayment of the EDC’s investment if the business fails to meet the performance requirements specified in the agreement

Texas Comptroller of Public Accounts - <https://comptroller.texas.gov/economy/local/type-ab/>

Additionally, during a recent Economic Development Sales Tax Training hosted by TEDC (Texas Economic Development Council), the question was asked if EDC funds could be approved for funding a Main Street Program through the budget process or if an agreement would be required. Jeff Moore, Attorney and Presenter of this segment of the ED Sales Tax Training, responded:

“I think it would need a written agreement, as to what are the obligations of Main Street and what is the obligation of the EDC.” “You’re dealing with an expenditure of public funds. There has always been a general proposition, AG opinions, court cases that say when you’re dealing with an expenditure of public funds there needs to be a written contract for the expenditure.” “Generally, any expenditure of public funds should be pursuant to some sort of a contractual arrangement.”

Based on Statutory requirements, the proposed Agreement is fully transparent, and expenditures are easily understood by the citizens of the community and can be tracked and documented.

Aligned services of Main Street Program and BEDC to advance economic development.	Line Item Code	Line Item Category	Proposed FY 2022	BEDC Funds
1. Supporting business expansion and retention of existing and future Main Street Program Area businesses; 2. Supporting the BEDC and community in its entrepreneurial and small business programs; 3. Assisting with business recruitment in the Main Street Program Area.	5602	Promotional Activities	\$15,500	\$8,650
1. Collaboratively providing training and small business resources for businesses in the Main Street Program Area, as well as the rest of the community.	5604	Business Development	\$19,300	\$10,750
1. Collaboratively marketing the Main Street Program Area and its assets, inclusive of branding for sponsored events.	5620	Sponsored Events	\$55,000	\$30,600

Recommendation – BEDC staff recommends Board Approval.

[RECOMMENDED MOTION] – I make the motion to approve the agreement with the City of Bastrop’s Main Street Program as submitted.

**AGREEMENT FOR PROVISION OF MAIN STREET PROGRAM SUPPORT
BETWEEN THE CITY OF BASTROP AND
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION**

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

THIS AGREEMENT (“Agreement”) is entered into and executed the ____ day of _____, 2021 (“Effective Date”), by and between the CITY OF BASTROP, a municipal corporation, acting by and through its City Manager as authorized by its City Council, situated in Bastrop County, Texas (hereinafter referred to as “City”), and the Bastrop Economic Development Corporation (hereinafter referred to as “BEDC”) acting by and through its Chair of the Board, and provides as follows:

WHEREAS, the City maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop’s downtown district; and

WHEREAS, the vision of the Bastrop Main Street Program is to positively influence the continued preservation, enhancement and commercial vitality of Bastrop’s historic downtown as a distinctive destination that engages and inspires both residents and visitors; and

WHEREAS, this vision is implemented through the Bastrop Main Street Program’s mission that provides that the Program “through collaboration with other organizations and with volunteers’ insights, talents and energies, will be a catalyst for the continued revitalization, preservation and economic health of our historic downtown area.” Further, that the Program will be “Guided by the Main Street Four Point Approach of organization, design, promotion and economic vitality, we can continue positively transforming our historic downtown;” and

WHEREAS, the mission of the BEDC is to be a driving force to attract, support, and sustain the economic growth of the Bastrop Community; and

WHEREAS, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

WHEREAS, the BEDC desires to monetarily support the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

WHEREAS, the BEDC and the City are authorized under the laws of the State of Texas to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following:

I. Findings

The foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part of this Agreement for all purposes.

II. City Obligations

The City agrees to utilize any funding provided under this Agreement to continue, through the funding and operation of the Main Street Program, to provide certain services that enhance the BEDC's ability to accomplish its mission of attracting, supporting, and sustaining economic development in the downtown area or "Main Street Program Area" to include the following services and line item allocation of expenses listed below:

Aligned services of Main Street Program and BEDC to advance economic development.	Line Item Code	Line Item Category	Proposed FY 2022	BEDC Funds
<ol style="list-style-type: none"> 1. Supporting business expansion and retention of existing and future Main Street Program Area businesses; 2. Supporting the BEDC and community in its entrepreneurial and small business programs 3. Assisting with business recruitment in the Main Street Program Area. 	5602	Promotional Activities	\$15,500	\$8,650
<ol style="list-style-type: none"> 1. Collaboratively providing training and small business resources for businesses in the Main Street Program Area, as well as the rest of the community. 	5604	Business Development	\$19,300	\$10750
<ol style="list-style-type: none"> 1. Collaboratively marketing the Main Street Program Area and its assets, inclusive of branding for sponsored events. 	5620	Sponsored Events	\$55,000	\$30,600

III. BEDC Obligations

As consideration for the above listed services to be provided by the City, BEDC shall provide funding to the City in the amount of Fifty Thousand Dollars (\$50,000) per fiscal year, for fiscal years 2022 and 2023, conditioned upon the City's commitment to dedicate and utilize said funds

exclusively to support the Main Street Program as specific to achieve its vision through the implementation of its stated mission. The funding shall be paid quarterly over the budget year, each quarter not to exceed either the reimbursable expenses submitted or \$12,500 paid quarterly. Reimbursements are limited to the amount designated in the assigned line item categories. As expenses may not be evenly distributed throughout the calendar year, any expenses exceeding \$12,500 per quarter are eligible to be rolled over to the following quarter.

1. Thirty Nine Thousand, Two Hundred and Fifty Dollars (\$39,250) of the funding provided is for promotional purposes and sponsored events and will not exceed ten percent (10%) BEDC's revenues, as required by Texas Local Government Code § 505.103; and
2. No funding is provided for administrative purposes.

IV. General Provisions

1. **Term.** Subject to early termination as provided below, this Agreement shall be in effect for a period of two (2) years, commencing October 1, 2022 pending affirmative vote by City Council, and ending September 30, 2024.
2. **Non-Appropriations.** In the event that the BEDC's Board of Directors does not appropriate funds to make any payment under this Agreement for a fiscal year after the BEDC's fiscal year in which this Agreement becomes effective, or in the event that the City's City Council does not appropriate funds to continue the Main Street Program department, then this Agreement will automatically terminate at the beginning of the first day of the successive fiscal year. The BEDC or the City, as applicable, shall use their best efforts to provide prior written notice of such impending termination as soon as possible following the formal determination of said non-appropriation.
3. **Termination.** In addition to automatic termination upon an event of non-appropriation provided above, either party may terminate this Agreement upon giving prior written notice to the other party, which termination shall be deemed effective the last day of the then current fiscal year. Further, if any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
4. **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
5. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements,

oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the year and on the day indicated.

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

CITY OF BASTROP, TEXAS

Kathryn Nash, Board Chair

Paul A. Hofmann, City Manager

Agenda Item: 3.8

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Discussion and possible action on the First Amended Development Agreement between the City of Bastrop, Texas, and the Bastrop Economic Development Corporation executed in 2013.

Prepared by: BEDC Staff

In 2013 the City of Bastrop and the Bastrop EDC entered into a Development Agreement for the Bastrop Business and Industrial Park. The Agreement was amended in September of 2013. The agreement allowed the JAMCo project to move forward in the Business Park prior to the BEDC installing the necessary infrastructure.

As development of Phase 1 of the Park reaches completion, BEDC staff and City staff seek input from the BEDC Board in making Phases 2 - 6 “shovel-ready” for future growth and development. Infrastructure expansion in the Park is necessary to achieve “shovel-ready” properties and should assist with efficient and effective planning, development review, and permitting processes.

During the board workshop on October 11, 2021, this agreement was discussed as well as plans for completing a zoning concept scheme in order to re-zone the entire park as Employment Center “EC.”

It was recommended at the workshop that the agreement be updated to eliminate the references to Phases 2 - 6, which has created confusion in the past.

Attachment: First Amended Development Agreement between the City of Bastrop, Texas, and the Bastrop Economic Development Corporation

Recommendation – Staff respectfully requests Board action deemed appropriate.

[RECOMMENDED MOTION] – None.



AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Discussion and possible action on proposed layouts for future development of the remaining property located in the Bastrop Business & Industrial Park.

Prepared by: BEDC Staff

At the BEDC workshop meeting on October 11, 2021, Assistant City Manager Trey Job explained to the Board that in order to meet the City of Bastrop's requirements for re-zoning portions of the Business Park, a zoning concept scheme would be required, including a transportation and drainage concept.

This entails the proposed layout of the undeveloped portions of the Park. Staff met with BEDC board member Bill Gossett and developed two possible layouts based on Trey Job's and Mayor Connie Schroeder's suggestions to include south and east connectivity routes.

Attachments:

- Two maps showing possible layouts of the remaining portions of the Business Park
- Lot size comparison

Recommendation – Take action as to a layout of the Business Park so that BEDC Staff can move forward with submitting a zoning concept scheme to the City of Bastrop by the deadline of October 25, 2021, in order to be included on the agenda for the November Planning & Zoning meeting. This will begin the process of re-zoning the portions of the Park that are not currently zoned Employment Center "EC."

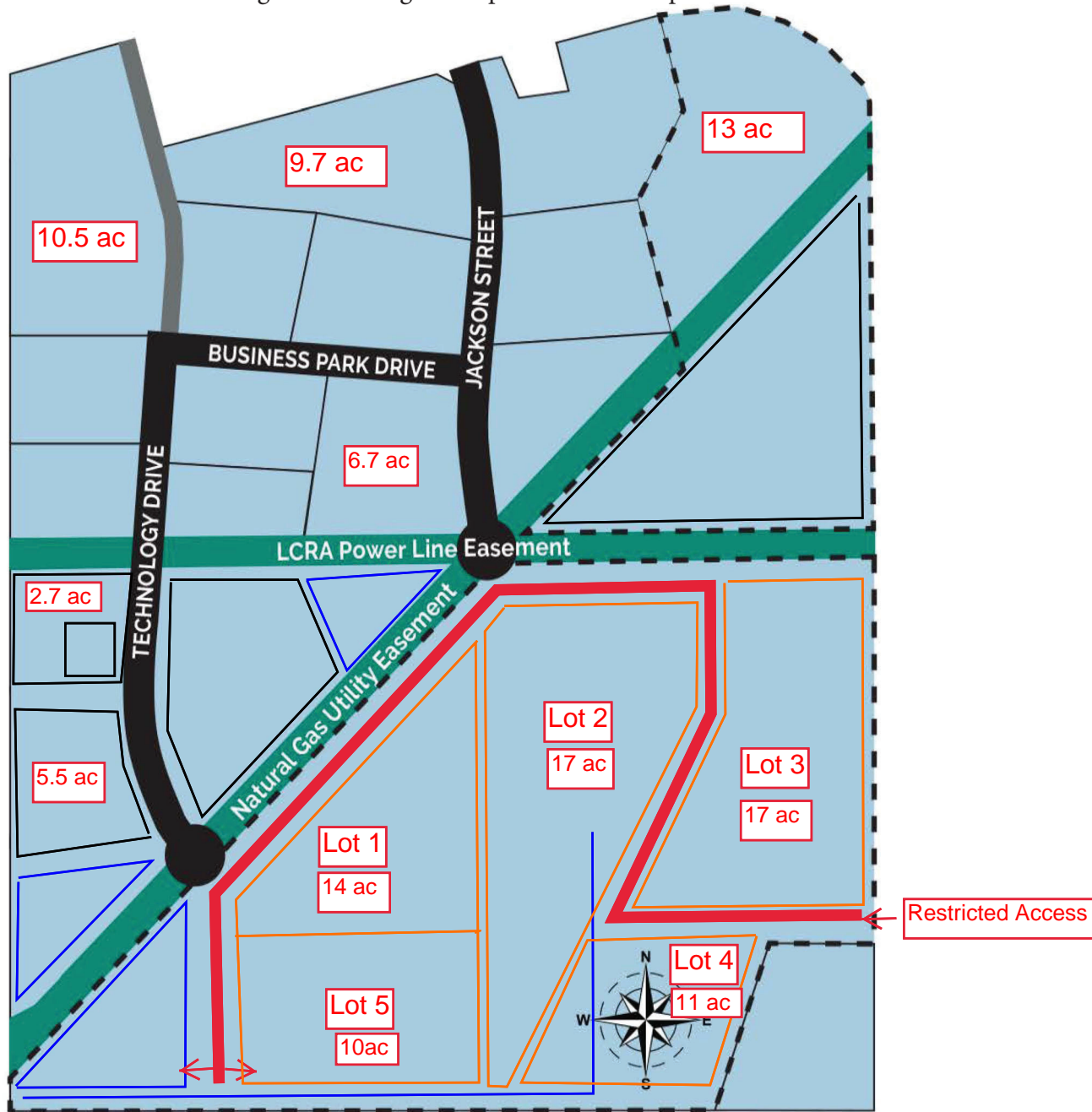
[RECOMMENDED MOTION] – I make the motion to move forward with the _____ layout of the Business Park.





DRAFT

Bastrop Business and Industrial Park Large Lot Zoning Concept Scheme Example

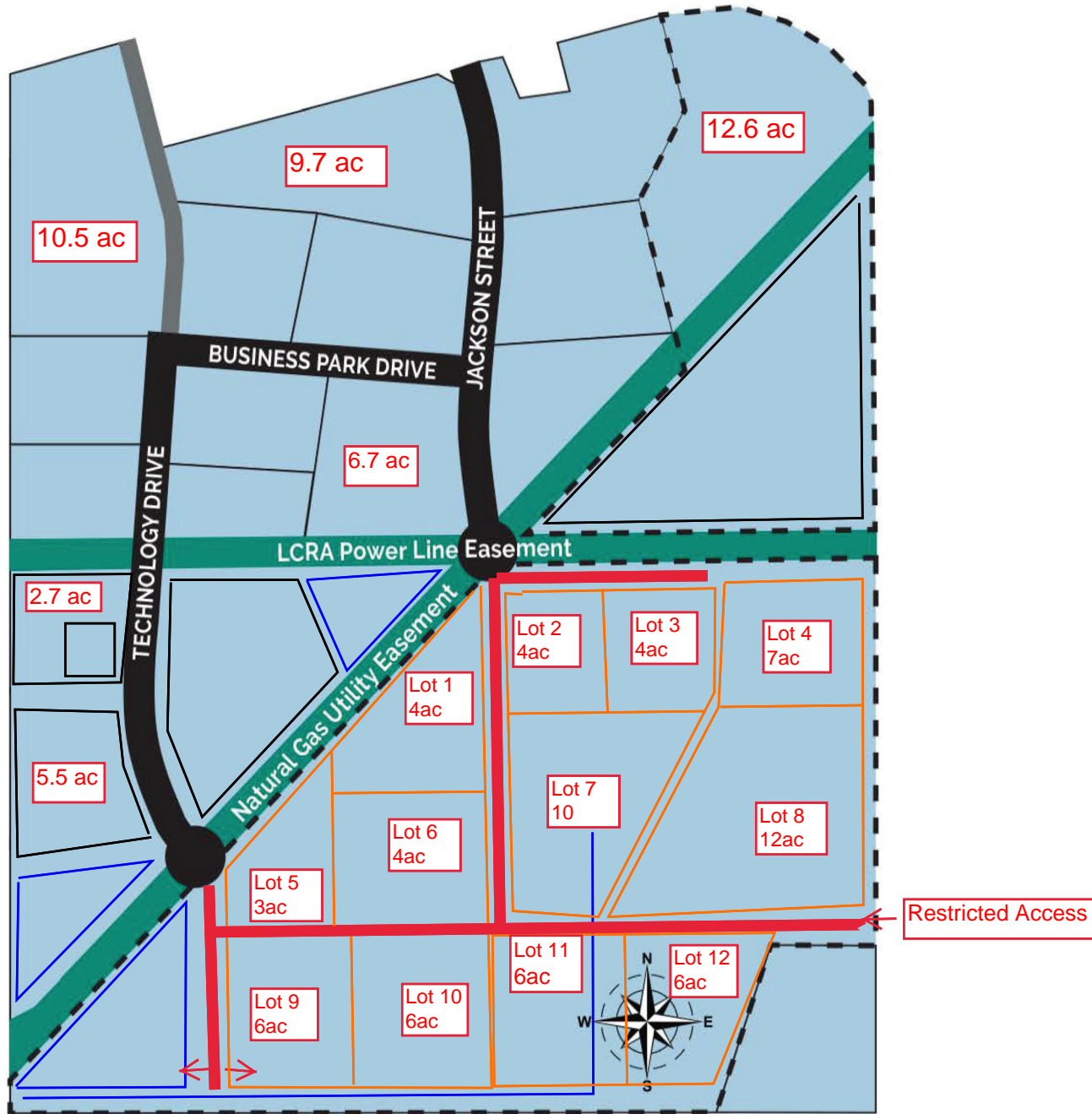


Estimated roadway: 5550 linear feet

DRAFT



Bastrop Business and Industrial Park Small Lot Zoning Concept Scheme Example



Estimated Roadway: 5460 linear feet

**Small Lots**

Lot #	Acres
1	3
2	4
3	4
4	9
5	3
6	3
7	5
8	12
9	6
10	6
11	6
12	6

Large Lots

Lot #	Acres
1	14
2	17
3	17
4	11
5	10

***Please note these are estimated lot sizes.

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Consideration, discussion and possible action on engaging an engineering firm to assist in preparing a zoning concept scheme for the Bastrop Business and Industrial Park.

Prepared by: BEDC Staff

At the BEDC workshop meeting on October 11, 2021, Assistant City Manager Trey Job explained to the Board that in order to meet the City of Bastrop's requirements for re-zoning portions of the Business Park, a zoning concept scheme would be required, which includes a transportation and drainage concept.

Staff are currently still gathering the information needed for this decision; it was not available at the time of the posting of the board meeting packet but should be received prior to the board meeting.

Recommendation – Take action for an engineering firm to assist with the development of a zoning concept scheme for the Business Park so that BEDC Staff can move forward with submitting it to the City of Bastrop by the deadline of October 25, 2021, in order to be included on the agenda for the November Planning & Zoning meeting. This will begin the process of re-zoning the portions of the Park that are not currently zoned Employment Center “EC.”

[RECOMMENDED MOTION] – I make the motion to hire _____ to prepare a zoning concept scheme for the Bastrop Business and Industrial Park in an amount not to exceed _____, and authorize Interim Executive Director Young to execute all necessary paperwork.



AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Discussion and possible action on Resolution R-2021-0014 approving an agreement to lease the property and fund the utilities where the “Bastrop Monument Sign” is located, at the Bastrop RV Park.

Prepared by: BEDC Staff

In 1999 there was a committee formed by the BEDC to develop an entryway sign into Bastrop (when traveling on Hwy 71 from the west). Pictures are included below. The reasoning behind this is because at that time there was not an organization to market Bastrop, and the BEDC was often used for that purpose. The sign was placed on property owned at the time by Paul and Barbara Pape, owners of the Bastrop RV Park. The first agreement was signed in 2000; it was renewed in 2010 and expired in 2020. The new owners of the Bastrop RV Park have asked to renew the contract with them.

The BEDC has been leasing that piece of property where the sign is. The last agreement was at a cost of \$840 a year (\$8,400 for ten years), plus reimbursement for the electricity to light the sign, at a cost of \$144 per year (\$1,440 for ten years).

The new owners have requested an increase to \$900 a year, or \$9,000 for ten years.





Attachment:

- Draft Resolution
- Draft agreement between the BEDC and the property managers, Kelsey and Phillip Abreo (on behalf of the new owners, Bobby and Sherrie New)

Recommendation – The Board may wish to consult with legal counsel in executive session.

[RECOMMENDED MOTION] – I make the motion to approve Resolution R-2021-0014.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE INTERIM EXECUTIVE DIRECTOR'S EXECUTION OF AN AGREEMENT WITH THE BASTROP RV PARK TO LEASE PROPERTY FOR THE BASTROP MONUMENT SIGN.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act of 1979 (the "Act"); and

WHEREAS, in 1999, the BEDC erected the Bastrop Monument Sign ("Sign") on SH-71 welcoming visitors to the City of Bastrop; and

WHEREAS, in 2000, the BEDC entered into an agreement to lease a piece of property from the Bastrop RV Park on which to place the Sign as well as reimburse the owners for the cost of utilities to light the Sign; and

WHEREAS, in 2010, the BEDC renewed the agreement for an additional ten (10) years; and

WHEREAS, in 2020 the Bastrop RV Park was sold to new owners and those owners wish to enter into a new agreement with the BEDC; and

WHEREAS, the Sign promotes the City of Bastrop, the BEDC hereby approves the Agreement ("Exhibit A") with Bastrop RV Park to lease a portion of their property for the Bastrop Monument Sign now located on the SH-71 frontage road; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that the Agreement to continue funding the property on which the Sign is located and utilities for lighting the Sign will be for promotional purposes of the City of Bastrop; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Board hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The Board hereby finds that the provision of certain professional marketing services is a "promotional expense" under §505.103 of Texas Local Government Code.

SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____, 20____, by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

_____, Board Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha, Bernal & Zech, P.C.

DRAFT

THE STATE OF TEXAS,
COUNTY OF BASTROP

§
§ KNOW ALL MEN BY THESE PRESENTS THAT:
§

WE, Kelsey and Phillip (hereinafter referred to as "Grantors" or "Lessors"), of 689 Highway 71 West, Bastrop, Bastrop County, Texas, 78602, owners of land described in this lease agreement ("Agreement") for and in consideration of \$10.00, receipt of which is acknowledged, and the further consideration of the performance of the covenants and agreements by the Grantee, as set out and expressed in this Agreement, grant, bargain, lease and convey to the Bastrop Economic Development Corporation ("BEDC") of 301 Hwy 71 West, Suite 214, Bastrop, Texas, 78602, (hereinafter referred to as "Grantee" or "Lessee"), the right, privilege, and easement to use and occupy, during the term of this lease Agreement, over, upon and across that part of that certain tract of one hundred sixty (160) square feet of land (i.e., 0.004 acres), out of and part of the Nancy Blakey Survey, Abstract No. 98, in Bastrop County, Texas, conveyed to Southside Storage, Inc., by deed and recorded as Instrument Number 202015819 of the Deed Records of Bastrop County, Texas, (said 0.004 acres hereinafter referred to as "Grantors' Property"). A survey of the Grantors' Property is attached hereto as Exhibit "A." A diagram of the Grantors' Property is attached hereto as Exhibit "B." The Grantors and Lessee are referred to collectively in the Agreement as the "Parties."

TERM OF LEASE.

Lessors grant to Lessee the rights to Grantors' Property as stated herein, to have and to hold the same, with all the rights, privileges, easements, and appurtenances thereunto attaching and belonging unto Lessee, for and during the term of ten (10) years, commencing on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____, ("Term"), with the Lessee paying rent as stated herein.

TERM RENTAL.

Lessee, in consideration of leasing Grantors' Property, covenants and agrees to pay Lessors rent as follows: NINE THOUSAND AND NO/100 DOLLARS (U.S. \$9,000.00) for the ten (10) year Term of this lease Agreement, which is understood by the Parties to be an amount that is prorated to be \$900.00/year, or any part of a year, in the event proration is required.

PAYMENT OF TAXES, ASSESSMENTS AND UTILITIES.

It is understood and agreed by the Parties that Lessors covenant and agree to bear, pay and discharge all taxes, utility costs (excluding those utility costs associated with the Lessee's Sign, which costs are discussed below), assessments and levies of every name, nature and kind, including water rents, which may be taxed, charged or assessed against Grantors' Property, or upon any of the buildings or improvements thereof, or which may be levied or imposed upon the leasehold estate hereby created, or upon the reversionary interest in said estate, during the Term of this Lease agreement.

USE OF PREMISES - PAYMENT OF UTILITY AND OPERATION COSTS.

The Parties agree and acknowledge that Lessee has constructed and will continue to maintain upon Grantors' Property, at its own cost and expense, an illuminated sign that will be designed to welcome visitors to the City of Bastrop, Texas ("Sign"). It is understood and agreed that Lessee has installed electric utility services to illuminate the Sign at Lessee's sole cost and expense, which Sign uses electricity which is provided through the electric service owned and controlled by the Lessor, and further, that Lessor shall be reimbursed annually the cost for electric power provided to illuminate the Sign, based on the wattage and run time of the bulbs and the cost per kWh of power paid by Lessor. It is further understood and agreed that Lessee shall be solely responsible for all electric utility service charges, maintenance, or other operational costs associated with the Sign.

Lessee agrees to assume all and every responsibility for loss or damage, subject to and limited by all applicable local, State and Federal laws and regulations that limit or otherwise effect the liability of the BEDC, incurred on account of the erection of the Sign upon Grantors' Property. It is covenanted and agreed by the Parties that during the Term of this Agreement, there shall be no mechanic's lien upon either the Grantors' Property and/or the Sign erected by BEDC.

MAINTENANCE.

It is further understood and agreed that if the Sign is destroyed or damaged by fire or otherwise, Lessee shall, at its own cost and expense, and without expense to Lessors, its heirs or assigns, determine whether to rebuild and repair the Sign, upon the same general plans and dimensions as before said fire or casualty; or, the Sign may be restored or repaired upon some general plan then deemed by Lessee to be reasonable and appropriate for the use intended on Grantors' Property. In addition to the rights of Lessee to terminate for convenience, Lessee may terminate this Agreement if the Sign is destroyed or damaged by fire or otherwise and Lessee determines not to rebuild the sign by providing Lessor thirty days written notice.

Lessee will, at its own cost and expense, keep and maintain the Sign and area immediately surrounding the Sign in good and safe condition; and Lessee shall conform to all municipal ordinances or laws affecting Grantors' Property. Lessors shall grant a continuous and unrestricted easement over, upon and across Lessors' land and Grantors' Property to Lessee, so that Lessee may have ingress and egress for equipment and personnel necessary to properly maintain the Sign erected thereon and the surrounding area on Grantors' Property.

Lessors covenant and agree that neither they, nor their agents, representatives, or assigns shall perform any act or omission that may result in damage to or the destruction of the Sign. Further, Lessors agree that they shall not permit any act or omission, on property owned or controlled by Lessors that impairs the usefulness, visibility or appearance of the Sign, during the Term of this lease Agreement. It is understood and agreed that the Lessors' property is currently used as a recreational vehicle park, and that such use is anticipated to continue.

If, however, the damage to or destruction of the Sign is caused in whole, or in the majority, by the acts and/or omissions of the Lessors, Lessors agree to bear the costs of repair or replacement of the Sign or any component thereof.

DEFAULT AND NOTICE.

The Parties agree and understand that the sole act or omission by Lessee that may constitute a default or breach of this Agreement by Lessee is the failure to timely pay rental and utilities reimbursements to Lessors. It is further covenanted and agreed by and between the Parties hereto that in the event that Lessee fails to make the payment herein provided for, Lessors shall notify Lessee of such default, in writing. Lessee shall then have thirty (30) days to cure the default by payment of amounts owed, in full, to Lessors. In the event Lessee, or other person holding under it, shall fail to timely pay after receiving such notice, Lessors, its heirs or assigns, agents or attorneys, may at their option, declare this Lease canceled and the terms thereof ended, and may enter upon Grantors' Property, with or without process of law, and take possession, thereof, with any and all improvements which may have been erected thereon. It is further agreed that if Lessors take, or fail to take, any action that could be considered a default or breach of this Agreement, Lessee shall notify Lessor of such default or breach in writing. Lessor shall then have thirty (30) days to cure the default. If the default is not cured within that time, then Lessees shall have all remedies available to them under the law.

NO WAIVER.

No waiver by Lessors, their heirs or assigns, of any breach of any of the said covenants herein contained to be performed by Lessee, or other person holding under the Agreement, shall be construed to be a waiver of any succeeding breach of the same covenant or agreement. It is further covenanted and agreed that no waiver by Lessees, its heirs or assigns, of any breach of any of the said covenants herein contained to be performed by Lessors, or other person holding under it, shall be construed to be a waiver of any succeeding breach of the same covenant or agreement.

SUCCESSORS AND ASSIGNS.

The Parties further covenant and agree that, whether herein so expressed or not, all the expressions, terms, conditions, rights, provisions and agreements stated herein shall extend to and be binding upon, or inure to the benefit of, as the case may be, each and every one of the heirs, executors, administrators, successors and assigns of the Parties, as if in every case expressed.

TERMINATION.

Lessors or Lessees failure to comply with their obligations pursuant to this Agreement may, at the sole option of the other party, result in termination of this lease Agreement. In the event this lease Agreement is terminated because of Lessors' default the rental paid by Lessee, as of the date of termination, shall be refunded to the Lessee, in the then applicable prorated amount, as stated in this Agreement, in the paragraph entitled "Rental."

Lessee may terminate this agreement for convenience by providing Lessor sixty days written notice.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names on the dates noted below, the later of which shall become the Effective Date of this Agreement. This Agreement may be executed in multiple originals.

FOR LESSEE:

WITNESS MY HAND, THIS _____ DAY OF _____, 20____.

For the Bastrop Economic Development Corporation:

Kathryn Nash, on Behalf of the BEDC

ACKNOWLEDGEMENT

STATE OF TEXAS,

§

§

COUNTY OF BASTROP

§

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ (title), on behalf of the Bastrop Economic Development Corporation.

Notary Public

My commission expires: _____

(Remainder of Page Intentionally Left Blank)

FOR LESSORS:

WITNESS MY HAND, THIS DAY OF , 20 .

Kelsey Abreo
(Property Owner/Lessor)

ACKNOWLEDGEMENT

STATE OF TEXAS, §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 20__ by
Kelsey Abreo, as Owner of the Property.

Notary Public

My commission expires: _____

WITNESS MY HAND, THIS DAY OF , 20 .

Phillip Abreo
(Property Owner/Lessor)

ACKNOWLEDGEMENT

STATE OF TEXAS, §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____,
20__ by Phillip Abreo, as owner of the Property.

Notary Public

My commission expires: _____

**Exhibit "A."
[Survey of the Grantors' Property]**

DRAFT

Exhibit "B."
[Diagram of the Grantors' Property and Location of Sign Thereon]

DRAFT

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Rose Pietsch

ROSE PIETSCH, County Clerk
Bastrop Texas

September 16, 2020 08:12:36 AM 202015819
FEE: \$38.00
DEED

Capital Title
GF# 19-421015-WL

General Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: September 15, 2020

Grantor: Paul Pape and Barbara L. Pape, a married couple

Grantor's Mailing Address: 689 Hwy 71 W., Bastrop, TX 78602

Grantee: Southside Storage, Inc.

Grantee's Mailing Address: 695 Dodgen Way, Buda, TX 78610

Consideration: the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration

Property (including any improvements):

BEING 32.167 ACRES OUT OF THE NANCY BLAKE SURVEY, ABSTRACT NO. 98 SITUATED IN BASTROP COUNTY, TEXAS, AND BEING COMPRISED OF THE FOLLOWING TRACTS: ALLOF THAT CALLED 7.627 ACRE TRACT CONVEYED TO PAUL PAPE AND WIFE, BARBARA L.PAPE BY DEED RECORDED IN DOCUMENT NO. 2014143602 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.), ALSO BEING ALL OF THAT CALLED 2.00 ACRE TRACT REFERRED TO AS "FIRST TRACT", AND THE REMAINING PORTION OF A CALLED 22.609 ACRE TRACT REFERRED TO AS "SECOND TRACT", BOTH CONVEYED TO PAUL PAPE AND WIFE BARBARA L. PAPE BY DEED RECORDED IN VOLUME 333, PAGE 502 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS (D.R.B.C.), AND BEING ALL OF THAT CALLED 1.706 ACRE TRACT CONVEYED TO PAUL PAPE AND SPOUSE, BARBARA L. PAPE BY DEED RECORDED IN DOCUMENT NO. 200319741, O.P.R.B.C., SAID 32.167 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found marking the southeast comer of said 22.609 acre tract, same being the southeast comer of said 1.706 acre tract, and being an interior ell comer of a called 42.697 acre tract conveyed to Tin Van Ngo and wife, Muoi Tran Ngo by deed recorded in Volume 554, Page 408, D.R.B.C., and being the POINT OF BEGINNING and southeast comer hereof;

THENCE S 87°51'26" W, with a common line being the south line of said 22.609 and a north line of said 42.697 acre tract, and with the south line of said 1.706 acre tract, at

208.71' pass a 1/2-inch iron rod with plastic cap stamped "SURVTEX, LLC" set marking the southwest corner of said 1.706 acre tract, and continuing with said common line for a total distance of 1984.90' to a 1/2-inch iron rod with plastic cap stamped "SURVTEX, LLC" set marking an angle point in the east line of F.M. 20, a variable width right-of-way recorded in Volume 96, Page 518, D.R.B.C. and being the south corner of said 7.627 acre tract;

THENCE N 45°35'44" W, continuing with a common line being the west line of said 7.627 acre tract and the east line of said F.M. 20, a distance of 68.22' to a Texas Department of Transportation (TxDOT) Type II concrete monument found marking the beginning of a non-tangent curve to the left;

THENCE continuing with said common line, 473.63' along the arc of said curve (Delta: 21°46'50", Radius: 1245.92', Chord: N 08°39'56" E, 470.78') to a TxDOT Type II concrete monument found marking the end of said curve;

THENCE N 02°13'27" W, continuing with said common line, a distance of 121.17' to a TxDOT Type II concrete monument found marking an angle point in said line;

THENCE N 42°46'05" E, continuing with said common line, a distance of 141.44' to a TxDOT Type II concrete monument found on the south line of S.H. 71, a variable width right-of-way recorded in Volume 89, Page 71, D.R.B.C. and being the most northerly west corner of said 7.627 acre tract and hereof;

THENCE, with the a common line of said 7.627 acre tract, same being the south line of said S.H. 71 the following three (3) calls:

1. N 87°45'57" E, 522.97' to a TxDOT Type II concrete monument found marking an angle point,

2. S 47°13'31" E, 141.32' to a TxDOT Type II concrete monument found marking an angle point, and

3. N 87°47'20" E, 299.78' to a TxDOT Type II concrete monument found marking the beginning of a non-tangent curve, to the right, and being on the north line of said 22.609 acre tract.

THENCE with a common line being the south line of said S.H. 71 and the north line of said 22.609 acre tract, at 730.54', along said curve, pass a 1/2-inch iron rod with plastic cap stamped "SURVTEX, LLC" set marking the northwest corner of said 2.00 acre tract, and continuing for a total distance of 884.90' along the arc of said curve (Delta: 18°00'44", Radius: 2814.79', Chord: N 78°45'21" E, 881.26') to a 1/2-inch iron rod with plastic cap stamped "SURVTEX, LLC" set on said common line, marking the end of said curve;

THENCE N 87°45'43" E, continuing with said common line a distance of 54.45' to a 1/2-inch iron rod with plastic cap stamped "SURVTEX, LLC" set marking the northeast

comer of said 22.609 acre tract, same being the northeast comer of said 2.00 acre tract, and being a northwest comer of the aforesaid Ngo 42.697 acre tract, for the northeast comer of the herein described tract;

THENCE S 01°52'36" E, with a common line being the east line of said 22.609 acre tract and the west line of said 42.697 acre tract, and with the east line of said 2.00 acre tract, at 417.96' pass a 1/2-inch iron rod with plastic cap stamped "SURVTEX, LLC" set marking the common east comer of said 2.00 acre tract and said 1.706 acre tract, and continuing with said common line and the east line of said 1.706 acre tract for a total distance of 774.20' to the POINT OF BEGINNING and containing 32.167 acres of land, more or less;

Reservations from Conveyance: None

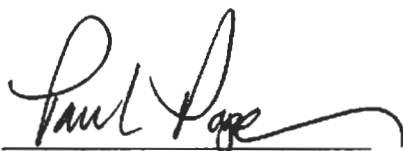
Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, encumbrances, easements, covenants, and conditions relating to the Property filed for record in Bastrop County, Texas.

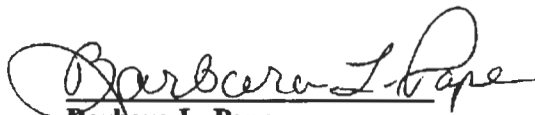
Grantor, for the Consideration, and subject to the Reservations from the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warranty and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 15th day of September, 2020.



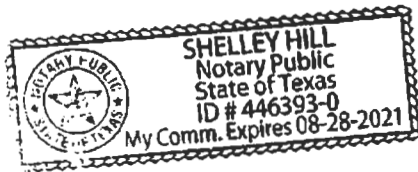
Paul Pape



Barbara L. Pape

THE STATE OF TEXAS §
 COUNTY OF TRAVIS §

Before me, a Notary Public, the foregoing instrument was acknowledged on 14 day of September, 2020 by Paul Pape and Barbara L. Pape who personally appeared before me, and who is known to me through driver license to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.



Shelley Hill

 NOTARY PUBLIC, STATE OF _____

AFTER RECORDING, RETURN TO:

PREPARED IN THE LAW OFFICE OF
Shaddock & Associates, P. C.
2400 N. Dallas Parkway, Ste. 560
Plano, Texas 75093

EVOL 333 PAGE 506

DALE L. OLSON
REGISTERED PUBLIC LAND SURVEYOR
BASTROP, TEXAS 70802

321-5478

711 WATER

OLD HWY NO. 20 (100')

STATE HWY 71

NANCY

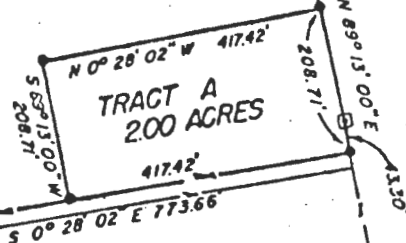
SAN HIGGINS 42 ACRE TRACT

BLAKEY

TRACT B
22.609 ACRES

SURVEY

● CORNERS SET
□ R.O.W. MARKER FOUND



PLAT OF PROPERTY Scale: 1" = 200'
 Survey of two tracts out of a 24,609 acre tract (called 15 acres) in the
 NANCY BLAKEY SURVEY, Bastrop County, Texas.
 This tract of land is recorded in Volume 104 Page 664 of the Bastrop
 County (Texas) Deed Records.

I do hereby certify that the above is an accurate plat of the property of
Earl Denson; said property being located
near Bastrop; Texas, made under my supervision
 on March 7, 1977. I further certify that there are
 no encroachments unless noted on this property at this time, and that all improvements
 lie wholly within the lot boundary lines of the property described above.



File: _____

EXHIBIT "C"

FILED MAY 25 1984
1:30 P M
Jayne Schaefer
 COUNTY CLERK
 BASTROP COUNTY, TEXAS

STATE OF TEXAS COUNTY OF BASTROP
 I hereby certify that this instrument
 was FILED on the date and time stated
 hereon by me, and was duly RECORDED, in
 the Volume and Page of the named
 RECORDS of Bastrop County, Texas, as
 Stamped hereon by me on

MAY 31 1984
Jayne Schaefer
 COUNTY CLERK
 BASTROP COUNTY, TEXAS



Agenda Item: 3.12

AGENDA MEMORANDUM

Meeting Date: October 18, 2021

Agenda Item: Receive updates from BEDC staff.

Prepared by: BEDC Staff

Staff will update the Board on various projects and events, including:

- Board Workshop on October 11, 2021
- Bastrop County Board of Realtor’s Luncheon Virtual Meeting (Jean)
- Monthly Virtual Meeting with Golden Shovel to discuss content for website (Angela)
- Participated in bi-weekly meetings with City Manager and Assistant City Manager
- Business Retention Expansion International Ambassador Meeting
- Board & Commissions Banquet

Upcoming events:

- Board Workshop – November 5, 2021
- Grand Opening/Ribbon Cutting Mixer at The Art Institute – 4:30 p.m. November 17, 2021

Recommendation – None.

[RECOMMENDED MOTIONS] – None required; item for informational purposes only.

