

**NOTICE OF REGULAR MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)**

Monday, July 16, 2018 – 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. Approval of meeting minutes of the Bastrop EDC Regular Board Meeting of June 18, 2018. **(page 3)**
- 3.2. Acceptance of the Bastrop EDC’s financial summary report for period ending June 30, 2018. **(page 6)**
- 3.3. Consideration, discussion and possible action regarding lease agreement with American Tower. **(page 21)**
- 3.4. Consideration, discussion and possible action regarding a review and discussion of the EDC’s FY 2018/2019 draft budget. **(page 41)**

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) **Section 551.071** Consultation with Attorney: Contract with Bastrop Fine Arts Guild;
 - (2) **Section 551.071** Consultation with Attorney: Contract with American Tower Lease;
 - (3) **Section 551.071** Consultation with Attorney, **551.072** Deliberation about the purchase, exchange, lease, or value of real property, **551.087** Deliberation regarding economic development negotiations: Contract with Granite & Stone, LLC;
 - (4) **Section 551.071** Consultation with Attorney, **551.072** Deliberation about the purchase, exchange, lease, or value of real property, **551.087** Deliberation regarding economic development negotiations: 921 Main Street Project; and,
 - (5) **Section 551.074** Personnel Matters: Executive Director position.
- 4.2. The Bastrop EDC Board of Directors will reconvene into open session to discuss, consider and/or take any action necessary related to the executive sessions noted herein.

5. ADJOURNMENT

CERTIFICATE

I, Angela Ryan, Assistant Director of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted on the front window of the Bastrop EDC offices, 301 Hwy 71 W., Suite 214, at the Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC's website on this the 11th day of July 2018 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 Assistant Director

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: July 16, 2018

Agenda Item: Approval of meeting minutes of the Bastrop EDC Regular Board Meeting of June 18, 2018.

Prepared by: Angela Ryan, Assistant Director

The draft minutes from the Regular Board Meeting of June 18, 2018, are attached for the Board's review.

Attachments:

Draft minutes from the Regular Board Meeting of June 18, 2018

Recommendation – Approve the meeting minutes as submitted.

[RECOMMENDED MOTION] – I move to approve the minutes as submitted.

BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
BOARD OF DIRECTORS
Minutes of Monthly Meeting, June 18, 2018
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

The Bastrop Economic Development Corporation (BEDC) met on Monday, June 18, 2018, at 5:00 p.m. at Bastrop City Hall, 1311 Chestnut Street, for a Monthly Meeting. Board members present were: Camilo Chavez, Drusilla Rogers, Kathryn Nash, Ron Spencer, Sam Kier, Kevin Plunkett and Connie Schroeder. Staff members present: Angela Ryan, Jean Riemenschneider, Shane Sorenson and Kathy Merrifield. BEDC Attorney Cameron Cox was also in attendance.

1. CALL TO ORDER – Board Chair Camilo Chavez called the Board 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 of the Bastrop EDC Regular Board Meeting of May 21, 2018. Mr. Plunkett made the motion to approve the minutes as submitted, Mr. Kier seconded and the motion passed.

3.2. Acceptance of the Bastrop EDC's financial summary report for period ending May 31, 2018. Mr. Kier made the motion to accept the financials as submitted, Mr. Plunkett seconded, and the motion passed.

3.3. Consider all matters incident and related to amending Resolution R-2018-0004, adopted on May 21, 2018, authorizing the issuance of "Bastrop Economic Development Corporation Sales Tax Revenue Bonds, Series 2018", including the adoption of a resolution pertaining thereto. Jason Hughes from Hilltop Securities presented a change to the original bond agreement. He explained that after Amegy Bank had won the bid, they had realized they had submitted it without a reserve, which is a key provision required by their credit committee. The amended Resolution provides for the BEDC to hold a cash reserve in the amount of \$108,127.42 for the life of the bond, which is 15 years. Ms. Rogers made the motion to approve Resolution R-2018-0004A amending certain provisions of Resolution R-2018-0004, Mr. Kier seconded, and the motion passed.

3.4. Consideration, discussion and possible action regarding a presentation from KSA Engineers concerning remediation on the 921 Main Street Project. Ty Womble with KSA Engineers presented their recommendation for remediation of 921 Main Street. No action was taken.

3.5. Consideration, discussion and possible action regarding an update by Stone Cobalt on the 921 Main Street Project. Guy Dudley from Stone Cobalt presented a brief update on the 921 Main Street Project. No action was taken at this time.

3.6. Consideration, discussion and possible action regarding the EDC's FY 2018/2019 draft budget and budget schedule/timeline. The Board was given a copy of the draft budget for their review. Mr. Kier commented he has gone over the budget in detail with Ms. Ryan and it seems straightforward with nothing unusual. After a brief discussion, it was decided that each Board Member would review the draft budget and direct any questions to Ms. Ryan. Based on the number and complexity of the questions, a decision will be made whether it is necessary to hold a Special Budget Workshop, or if it can be handled during the July Regular Board Meeting.

4. EXECUTIVE SESSION

4.1. At 5:30 p.m., the Bastrop EDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

- (1) **Section 551.071** Consultation with Attorney: Contract with Bastrop Fine Arts Guild;
- (2) **Section 551.071** Consultation with Attorney: Contract with American Tower Lease;
- (3) **Section 551.071** Consultation with Attorney, **551.072** Deliberation about the purchase, exchange, lease, or value of real property: Kershaw Parking Lot Lease contract;
- (4) **Section 551.071** Consultation with Attorney, **551.072** Deliberation about the purchase, exchange, lease, or value of real property, **551.087** Deliberation regarding economic development negotiations: Contract with Granite & Stone, LLC;
- (5) **Section 551.071** Consultation with Attorney, **551.072** Deliberation about the purchase, exchange, lease, or value of real property, **551.087** Deliberation regarding economic development negotiations: 921 Main Street Project; and,
- (6) **Section 551.074** Personnel Matters: Executive Director position.

4.2. At 7:42 p.m., the Bastrop EDC Board of Directors reconvened into open session to discuss, consider and/or take any action necessary related to the executive sessions noted herein.

- (1) Mr. Chavez stated that the Bastrop Fine Arts Guild has been notified of their breach of contract and they remain in breach until the BEDC receives a response to cure the breach, which is expected shortly.
- (2) No action at this time.
- (3) Mr. Chavez stated there was no action on the Kershaw parking lease which ends on November 12, 2018.
- (4) Ms. Nash made the motion to authorize BEDC's legal counsel and Mr. Chavez to present the performance agreement to Granite & Stone. Ms. Rogers seconded, and the motion passed.
- (5) The BEDC Board gave direction to legal counsel to draft a letter of intent (LOI) with 921 Bastrop, LLC, for the Board Chair to sign.
- (6) No action at this time.

5. ADJOURNMENT – Board Chair Camilo Chavez adjourned the meeting at 7:44 p.m.

APPROVED: _____
Camilo Chavez, Board Chair

ATTEST: _____
Angela Ryan, Assistant Director



Agenda Item: 3.2

AGENDA MEMORANDUM

Meeting Date: July 16, 2018

Agenda Item: Acceptance of the Bastrop EDC's financial summary report for period ending June 30, 2018.

Prepared by: Angela Ryan, Assistant Director

Attached for the Board's review and consideration is the BEDC financial summary report for the period ending June 30, 2018.

Attachment:
Financial Summary for period ending June 30, 2018

Recommendation – Accept the financial summary report as submitted.

[RECOMMENDED MOTION] – I move to accept the June BEDC financial summary report as submitted.

Bastrop Economic Development Corporation

Financial Summary For Period Ending

June 2018

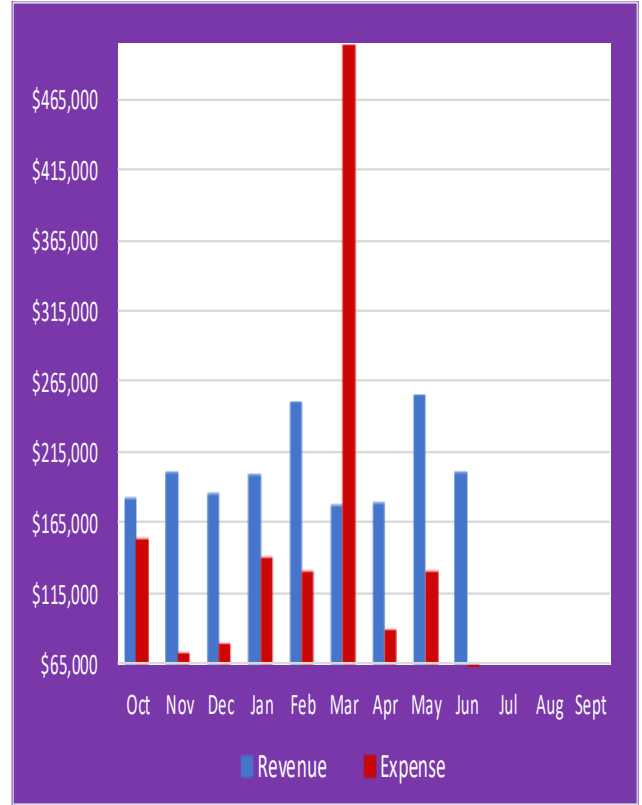


Summary of Revenues and Expenditures

As of June 30, 2018



<u>Month</u>	<u>FY2018 Revenue</u>	<u>FY2018 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 181,304	\$ 153,512	\$ 27,792
Nov	198,934	73,131	\$ 125,803
Dec	184,206	79,169	\$ 105,037
Jan	198,427	139,551	\$ 58,876
Feb	248,753	130,625	\$ 118,128
Mar	176,436	501,898	\$ (325,462)
Apr	177,470	89,370	\$ 88,100
May	253,518	130,993	\$ 122,525
Jun	199,614	19,003	\$ 180,611
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 1,818,662	\$ 1,317,252	\$ 501,410



Positive

Overall the revenue to expenditure comparison reflects a positive variance year to date. The expenses for this month include an adjusting entry of \$95,691 to reclass YTD expense of the MLK/Technology Project to available 2013 Bond funds.



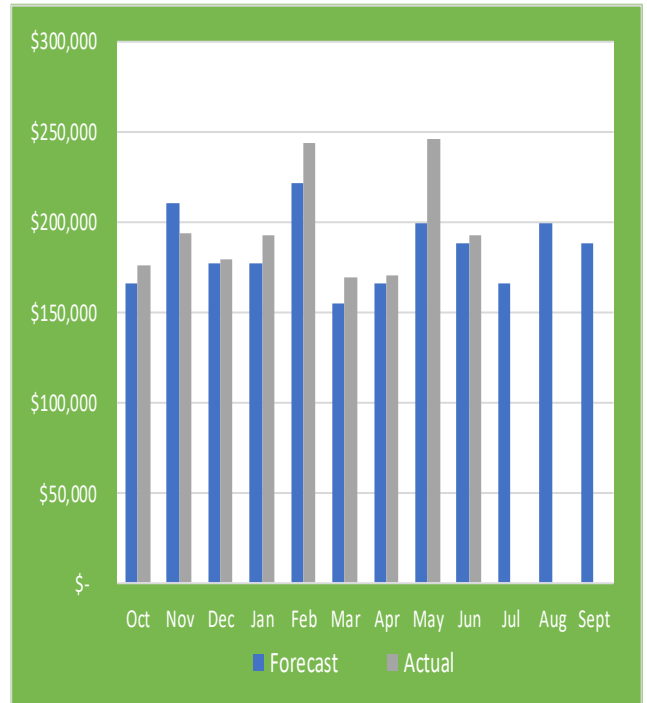
07/11/2018
Summary of Sales Tax Revenue
 As of June 30, 2018



REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	FY2018 <u>Forecast</u>	FY2018 <u>Actual</u>	Monthly <u>Variance</u>
Oct	\$ 165,710	\$ 176,227	\$ 10,517
Nov	209,903	193,883	\$ (16,020)
Dec	176,760	178,653	\$ 1,893
Jan	176,760	192,395	\$ 15,635
Feb	220,950	242,931	\$ 21,981
Mar	154,665	168,464	\$ 13,799
Apr	165,713	170,591	\$ 4,878
May	198,855	246,020	\$ 47,165
Jun	187,808	192,885	\$ -
Jul	165,713		\$ -
Aug	198,855		\$ -
Sept	187,808		\$ -



Total	\$ 2,209,500	\$ 1,762,049	\$ 99,848
Forecast YTD	\$ 1,657,124		
Actual to Forecast	\$ 104,925	6.33%	

Positive

Sales Tax revenue is 88.5% of total revenue (excluding bond proceeds). The amounts in Oct. and Nov. are estimated due to the timing of receiving the payments. The State Comptroller has a two month lag between month earned and month distributed. The actual to forecast year-to-date is a positive 6.3%.



Expenditures Budget to Actual Comparison

As of June 30, 2018



<u>Category</u>	<u>FY2018 Forecast</u>	<u>FY2018 Actual</u>	<u>Monthly Variance</u>
Personnel	\$ 254,021	\$ 241,380	\$ 12,641
Supplies & Material	12,070	7,487	\$ 4,583
Maintenance & Repairs	15,449	6,350	\$ 9,099
Occupancy	39,060	39,666	\$ (606)
Contractual Service	276,949	259,693	\$ 17,256
Marketing/Advertising	523,086	379,259	\$ 143,827
Contingency	-	-	\$ -
Debt Service	66,854	67,049	\$ (195)
Total	\$ 1,187,489	\$ 1,000,884	\$ 186,605

Forecast to Actual % 15.71%

Positive

The forecast to actual comparison is a positive 15.7% year-to-date.



Expenditures Budget to Actual Comparison

As of June 30, 2018



CAPITAL OUTLAY PROJECTS

<u>Project</u>	<u>FY2018 Budget</u>	<u>FY2018 Actual</u>	<u>Budget Balance</u>
Trail System Downtown Loop (only engineering and permitting expenses so far)	\$ 409,500	\$ 5,775	\$ 403,725
Bus. Ind. Park-Tech/MLK Infra (only engineering expenses so far)	1,496,800	95,690	\$ 1,401,110
Agnes/Home Depot Way Infra Engineering & Corp. portion of construction improvements	1,200,000	310,592	\$ 889,408
			\$ -
Total	\$ 3,106,300	\$ 412,057	\$ 2,694,243


These projects are funded by various funds including 2013 Bond funds, operating fu



BASTROP ECONOMIC DEVELOPMENT CORPORATION FUND FY 2017-2018 BUDGET

Audited Operating Fund Balance 9-30-2017	\$	3,895,093
FY 2017-2018		
Budgeted		
Revenues	\$	<u>3,708,922</u>
Total FY 2017 Resources	\$	7,604,015
Budgeted Expenditures:		
Operating Expenses	\$	(1,550,485)
Capital Expenses	\$	(3,209,500)
Debt Service	\$	<u>(381,480)</u>
	\$	(5,141,465)
Projected Ending Gross Fund Balance 09-30-2018	\$	2,462,550
Reserve 25% of Operating Expense	\$	387,621

* The projected operating balance includes a \$150,000 reduction for designated operating equity.



Total Debt Obligation



BEDC Financial Statements attached

FINANCIAL STATEMENT

AS OF: JUNE 30TH, 2018

601-BASTROP E.D.C. FUND

REVENUES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>TAXES & PENALTIES</u>						
00-00-4005 SALES TAX	<u>1,621,125.14</u>	<u>2,209,500.00</u>	<u>192,884.55</u>	<u>1,762,047.51</u>	<u>447,452.49</u>	<u>79.75</u>
TOTAL TAXES & PENALTIES	1,621,125.14	2,209,500.00	192,884.55	1,762,047.51	447,452.49	79.75
<u>CHARGES FOR SERVICES</u>						
00-00-4047 LEASE AGREEMENT	<u>10,350.00</u>	<u>13,800.00</u>	<u>0.00</u>	<u>9,200.00</u>	<u>4,600.00</u>	<u>66.67</u>
TOTAL CHARGES FOR SERVICES	10,350.00	13,800.00	0.00	9,200.00	4,600.00	66.67
<u>OTHER REVENUE</u>						
<u>INTEREST INCOME</u>						
00-00-4400 INTEREST INCOME	22,878.74	24,000.00	6,646.99	46,930.03	(22,930.03)	195.54
00-00-4401 INTEREST RECEIVED ON NOTES	<u>827.66</u>	<u>1,000.00</u>	<u>81.98</u>	<u>483.36</u>	<u>516.64</u>	<u>48.34</u>
TOTAL INTEREST INCOME	23,706.40	25,000.00	6,728.97	47,413.39	(22,413.39)	189.65
<u>MISCELLANEOUS</u>						
00-00-4512 LAND/OTHER SALES	<u>0.00</u>	<u>215,622.00</u>	<u>0.00</u>	<u>0.00</u>	<u>215,622.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS	0.00	215,622.00	0.00	0.00	215,622.00	0.00
<u>TRANSFERS-IN</u>						
<u>OTHER SOURCES</u>						
00-00-4810 BOND PROCEEDS	<u>0.00</u>	<u>1,245,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,245,000.00</u>	<u>0.00</u>
TOTAL OTHER SOURCES	<u>0.00</u>	<u>1,245,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,245,000.00</u>	<u>0.00</u>
** TOTAL REVENUE **	1,655,181.54	3,708,922.00	199,613.52	1,818,660.90	1,890,261.10	49.03

FINANCIAL STATEMENT

AS OF: JUNE 30TH, 2018

601-BASTROP E.D.C. FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
DUE TO/FROM						
=====						
00-NON-PROGRAM						
=====						
BEDC ADMINISTRATION						
=====						
00-NON-PROGRAM						
=====						
<u>PERSONNEL COSTS</u>						
70-00-5101 BEDC OPERATIONAL SALARIES	172,362.27	259,350.00	11,692.74	179,287.15	80,062.85	69.13
70-00-5116 LONGEVITY	408.00	581.00	0.00	549.84	31.16	94.64
70-00-5150 SOCIAL SECURITY	12,815.56	19,920.00	885.13	13,600.13	6,319.87	68.27
70-00-5151 RETIREMENT	19,963.40	30,090.00	1,349.78	20,872.34	9,217.66	69.37
70-00-5155 GROUP INSURANCE	22,503.85	35,992.00	2,504.59	26,806.54	9,185.46	74.48
70-00-5156 WORKER'S COMPENSATION	<u>458.25</u>	<u>500.00</u>	<u>0.00</u>	<u>263.71</u>	<u>236.29</u>	<u>52.74</u>
TOTAL PERSONNEL COSTS	228,511.33	346,433.00	16,432.24	241,379.71	105,053.29	69.68
<u>SUPPLIES & MATERIALS</u>						
70-00-5201 OPERATIONAL SUPPLIES (OFFIC	4,163.43	7,000.00	258.54	3,208.55	3,791.45	45.84
70-00-5203 POSTAGE	74.16	360.00	0.00	10.00	350.00	2.78
70-00-5206 OFFICE EQUIPMENT	<u>6,010.53</u>	<u>8,500.00</u>	<u>51.99</u>	<u>4,268.61</u>	<u>4,231.39</u>	<u>50.22</u>
TOTAL SUPPLIES & MATERIALS	10,248.12	15,860.00	310.53	7,487.16	8,372.84	47.21
<u>MAINTENANCE & REPAIRS</u>						
70-00-5301 MAINT OF EQUIPMENT	0.00	1,000.00	0.00	0.00	1,000.00	0.00
70-00-5331 INDUSTRIAL PARK MAINT EXP	0.00	20,000.00	0.00	4,550.00	15,450.00	22.75
70-00-5345 BUILDING REPAIRS & MAINT.	<u>2,124.02</u>	<u>3,600.00</u>	<u>200.00</u>	<u>1,800.00</u>	<u>1,800.00</u>	<u>50.00</u>
TOTAL MAINTENANCE & REPAIRS	2,124.02	24,600.00	200.00	6,350.00	18,250.00	25.81
<u>OCCUPANCY</u>						
70-00-5401 COMMUNICATIONS	6,340.54	9,000.00	(294.33)	5,306.46	3,693.54	58.96
70-00-5402 OFFICE RENTAL	27,000.00	39,600.00	3,300.00	33,000.00	6,600.00	83.33
70-00-5403 UTILITIES	<u>1,549.99</u>	<u>3,480.00</u>	<u>175.23</u>	<u>1,359.32</u>	<u>2,120.68</u>	<u>39.06</u>
TOTAL OCCUPANCY	34,890.53	52,080.00	3,180.90	39,665.78	12,414.22	76.16

07/11/2018

CITY OF BASTROP

FINANCIAL STATEMENT

AS OF: JUNE 30TH, 2018

601-BASTROP E.D.C. FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>CONTRACTUAL SERVICES</u>						
70-00-5505 PROFESSIONAL SERVICES	43,076.79	30,000.00	1,076.35	12,475.35	17,524.65	41.58
70-00-5518 AUDIT	0.00	5,000.00	4,000.00	4,000.00	1,000.00	80.00
70-00-5525 LEGALS	15,815.34	44,000.00	0.00	23,244.02	20,755.98	52.83
70-00-5526 LEGAL PROJECTS	0.00	27,000.00	0.00	2,216.50	24,783.50	8.21
70-00-5530 ENGINEERING	8,333.75	15,000.00	6,835.00	8,735.00	6,265.00	58.23
70-00-5540 PROPERTY INSURANCE	523.14	1,200.00	0.00	731.81	468.19	60.98
70-00-5561 CONTRACTUAL SERVICES	5,000.00	6,000.00	3,589.96	7,589.96	(1,589.96)	126.50
70-00-5574 CITY PROJECTS & PROGRAMS	49,591.94	83,250.00	0.00	50,000.00	33,250.00	60.06
70-00-5575 CITY SHARED SERVICES	0.00	7,050.00	2,166.86	2,166.86	4,883.14	30.74
70-00-5580 BIP TECHNOLOGY/MLK INFRASTR	0.00	103,200.00	0.00	103,200.00	0.00	100.00
70-00-5596 MAIN STREET PROG SUPPORT	29,999.97	50,000.00	0.00	33,333.36	16,666.64	66.67
70-00-5598 CITY ADMINISTRATIVE SUPPORT	<u>26,752.69</u>	<u>18,000.00</u>	<u>0.00</u>	<u>12,000.00</u>	<u>6,000.00</u>	<u>66.67</u>
TOTAL CONTRACTUAL SERVICES	179,093.62	389,700.00	17,668.17	259,692.86	130,007.14	66.64
<u>OTHER CHARGES</u>						
70-00-5603 MARKETING TRAVEL	19,523.33	28,000.00	2,810.92	16,052.32	11,947.68	57.33
70-00-5604 BUSINESS DEVELOPMENT	3,943.47	10,000.00	455.53	4,513.12	5,486.88	45.13
70-00-5605 TRAINING TRAVEL	10,503.53	12,000.00	1,179.93	6,887.61	5,112.39	57.40
70-00-5606 AUTO ALLOWANCE - STAFF	0.00	9,000.00	0.00	0.00	9,000.00	0.00
70-00-5610 ISSUANCE COST	18,554.56	45,000.00	0.00	0.00	45,000.00	0.00
70-00-5615 DUES, SUBSCRIPTIONS & PUBLI	11,067.59	24,000.00	388.00	19,193.19	4,806.81	79.97
70-00-5631 BONDS FOR BEDC OFFICERS	805.00	1,000.00	40.25	925.75	74.25	92.58
70-00-5633 LOCAL/MISC ADV & SPONSORSHI	14,025.19	18,000.00	555.90	6,697.34	11,302.66	37.21
70-00-5634 NATIONAL/REG ADV & MARKETIN	15,238.26	37,000.00	5,290.00	21,945.91	15,054.09	59.31
70-00-5635 REGIONAL ADV & MARKETING	7,492.04	0.00	0.00	0.00	0.00	0.00
70-00-5636 DIGITAL ADV & MARKETING	4,750.00	10,000.00	0.00	1,308.82	8,691.18	13.09
70-00-5637 SPECIAL ADV & MARKETING	0.00	11,400.00	0.00	0.00	11,400.00	0.00
70-00-5640 SPL PROJ-REDEVELOPMENT GRAN	12,577.80	20,000.00	0.00	0.00	20,000.00	0.00
70-00-5641 SPL EDUC & WORKFORCE DEVELO	4,923.21	30,000.00	494.59	15,898.91	14,101.09	53.00
70-00-5642 SPL ENTREPRENEURIAL/SM BUS	5,912.78	20,000.00	0.00	16,256.73	3,743.27	81.28
70-00-5643 SPL RETAIL RECRUITING	0.00	25,000.00	0.00	11,095.00	13,905.00	44.38
70-00-5644 380 AGREEMENT REIMBURSEMENT	259,705.74	360,000.00	64,312.31	250,657.72	109,342.28	69.63
70-00-5645 WATER RIGHTS PROP FUNDING	0.00	60,000.00	0.00	0.00	60,000.00	0.00
70-00-5646 LAND/GRANT REBATES	0.00	28,050.00	0.00	5,000.00	23,050.00	17.83
70-00-5649 SPL PRJT DISASTER RELIEF GR	0.00	10,000.00	0.00	0.00	10,000.00	0.00
70-00-5650 SPL PRJT BUS RETEN & EXPAN	1,962.59	10,000.00	500.00	2,826.74	7,173.26	28.27
70-00-5689 OPPORTUNITY AUSTIN	0.00	10,000.00	0.00	0.00	10,000.00	0.00
70-00-5691 CLOSING COSTS	0.00	21,562.00	0.00	0.00	21,562.00	0.00
70-00-5700 TARGETED MARKETING	<u>1,079.01</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL OTHER CHARGES	392,064.10	800,012.00	76,027.43	379,259.16	420,752.84	47.41

FINANCIAL STATEMENT

AS OF: JUNE 30TH, 2018

601-BASTROP E.D.C. FUND

EXPENDITURES	PRIOR Y-T-D	CURRENT BUDGET	M-T-D ACTUAL	Y-T-D ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>CONTINGENCY</u>						
70-00-5900 CONTINGENCY	0.00	25,000.00	0.00	0.00	25,000.00	0.00
TOTAL CONTINGENCY	0.00	25,000.00	0.00	0.00	25,000.00	0.00
<u>CAPITAL OUTLAY</u>						
70-00-6713 TRAIL SYS FROM ESKEW TO HWY	13,707.17	409,500.00	0.00	5,775.48	403,724.52	1.41
70-00-6714 921 MAINSTREET PROJECT	45,082.72	40,000.00	0.00	0.00	40,000.00	0.00
70-00-6715 BIP TECHNOLOGY/MLK INFRASTR	0.00	1,496,800.00	(95,690.51)	0.00	1,496,800.00	0.00
70-00-6716 AGNES/HOME DEPOT INFRASTRUC	0.00	1,200,000.00	874.34	310,591.84	889,408.16	25.88
TOTAL CAPITAL OUTLAY	58,789.89	3,146,300.00	(94,816.17)	316,367.32	2,829,932.68	10.06
<u>DEBT SERVICE</u>						
70-00-7133 C OF O SERIES 2013 PRINCIPL	52,499.97	71,000.00	0.00	0.00	71,000.00	0.00
70-00-7134 C OF O SERIES 2013 INTEREST	74,024.10	96,599.00	0.00	48,299.37	48,299.63	50.00
70-00-7137 C OF O SERIES 2010 PRINCIPA	33,832.53	46,498.00	0.00	0.00	46,498.00	0.00
70-00-7138 C OF O SERIES 2010 INTEREST	24,009.48	9,503.00	0.00	4,751.74	4,751.26	50.00
70-00-7156 GO REFUNDING 2017-INT	0.00	19,000.00	0.00	10,000.00	9,000.00	52.63
70-00-7501 C OF O SERIES 2008A PRINCIP	370,000.00	0.00	0.00	0.00	0.00	0.00
70-00-7502 C OF O SERIES 2008A, INTERE	16,827.50	0.00	0.00	0.00	0.00	0.00
70-00-7605 BOND PRINCIPAL 2018	0.00	48,750.00	0.00	0.00	48,750.00	0.00
70-00-7606 BOND INTEREST 2018	0.00	27,023.00	0.00	0.00	27,023.00	0.00
TOTAL DEBT SERVICE	571,193.58	318,373.00	0.00	63,051.11	255,321.89	19.80
TOTAL 00-NON-PROGRAM	1,476,915.19	5,118,358.00	19,003.10	1,313,253.10	3,805,104.90	25.66
<u>ADMINISTRATION</u>						
=====						
<u>CAPITAL OUTLAY</u>						
<u>DEBT SERVICE</u>						
70-10-7097 INTEREST EXPENSE ON FNB NOT	0.00	500.00	0.00	0.00	500.00	0.00
70-10-7603 BOND PRINCIPAL 2006	37,500.03	55,000.00	0.00	0.00	55,000.00	0.00
70-10-7604 BOND INTEREST 2006	7,433.55	7,607.00	0.00	3,998.37	3,608.63	52.56
TOTAL DEBT SERVICE	44,933.58	63,107.00	0.00	3,998.37	59,108.63	6.34
TOTAL ADMINISTRATION	44,933.58	63,107.00	0.00	3,998.37	59,108.63	6.34
TOTAL BEDC ADMINISTRATION	1,521,848.77	5,181,465.00	19,003.10	1,317,251.47	3,864,213.53	25.42
*** TOTAL EXPENSES ***	1,521,848.77	5,181,465.00	19,003.10	1,317,251.47	3,864,213.53	25.42

*** END OF REPORT ***

07/11/2018

BALANCE SHEET

AS OF: JUNE 30TH, 2018

601-BASTROP E.D.C. FUND

ACCOUNT# TITLE

ASSETS

=====

00-00-1010	BEDC OPERATING ACCT	225,608.91
00-00-1012	TEXAS CLASS	1,996,644.94
00-00-1100	TEXPOOL	1,871,155.35
00-00-1135	DREYFUS MM ACCT	1,949.94
00-00-1141	CERTIFICATE OF DEPOSIT FN	535,000.00
00-00-1224	ACCT RECEIVABLE-SALES TAX	369,550.49
00-00-1227	ACCOUNTS RECEIVABLE-OTHER	429.84
00-00-1272	NOTES RECEIVABLE-GARMENT	18,750.76
00-00-1274	NOTES RECEIVABLE-GTG-LOAN	6,665.90
00-00-1275	NOTES RECEIVABLE-GTG-LOAN	7,081.82
00-00-1276	NOTES RECEIVABLE-GTG-LOAN	168.98
00-00-1420	EQUIPMENT	8,300.77
00-00-1460	FIXED ASSETS - BUILDING	845,593.73
00-00-1470	FIXED ASSETS - LAND	844,671.06
00-00-1480	FIXED ASSETS - INFRASTRUC	0.18
00-00-1490	CONST IN PROGRESS-INFRAST	135,723.26
00-00-1499	ACCUMULATED DEPRECIATION(312,805.44)
00-00-1575	DEFERRED OUTFLOWS-PENSION	22,006.00
00-00-1576	DEFERRED OUTFLOWS-ACTUARI	2,122.00
00-00-1577	DEFERRED OUTFLOWS-DEFICIT	20,962.00
00-00-1578	DEFERRED OUTFLOWS-ASSUMPT	2,710.00
00-00-1587	PREPAID EXPENSES	<u>43,000.00</u>

6,645,290.49

TOTAL ASSETS

6,645,290.49

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07/11/2018

BALANCE SHEET

AS OF: JUNE 30TH, 2018

601-BASTROP E.D.C. FUND

ACCOUNT# TITLE

LIABILITIES & FUND BALANCE

=====

00-00-2000	ACCOUNTS PAYABLE	17,823.46	
00-00-2080	NOTES PAYABLE-CITY-WTR PR	360,000.00	
00-00-2081	NOTES PAYABLE-CITY-TDC (4,165.98)	
00-00-2101	BONDS PAYABLE CURRENT POR	257,498.00	
00-00-2102	TAX/REV 2006 BOND PAYABLE	110,000.00	
00-00-2125	ACCRUED INTEREST PAYABLE	21,846.48	
00-00-2127	ACCRUED EXPENSES-OTHER	41,316.94	
00-00-2235	UNEARNED REVENUE-TOWER	32,200.00	
00-00-2346	DUE TO CLEARING FUND	81,688.45	
00-00-2356	DUE TO OTHER GOVERNMENTS	3,125,692.44	
00-00-2376	DEFERRED INFLOW-ACTUARIAL	682.00	
00-00-2405	ENCUMBRANCE ACCOUNT (164,102.58)	
00-00-2406	RESERVE FOR ENCUMBRANCE	164,102.58	
00-00-2850	NET PENSION LIABLIITY	127,450.00	
00-00-2870	COMPENSATED ABSENCES PAYA	<u>15,653.49</u>	
			<u>4,187,685.28</u>
TOTAL LIABILITIES			4,187,685.28
	SURPLUS (DEFICIT)	501,409.43	
00-00-3000	NET ASSETS	2,078,689.25	
00-00-3119	DESIGNATED OPERATING	150,000.00	
00-00-3400	CONTRIBUTED CAPITAL	521,695.50	
00-00-3502	RESTRICTED - JAMCO	73,644.00	
00-00-3505	RESTRICTED-COGLAN GRP	5,000.00	
00-00-3506	RESTRICTED-ELLIOTT PARTNE	18,686.42	
00-00-3507	RESTRICTED - AEI TECHNOLO	27,999.00	
00-00-3700	PRIOR PERIOD ADJ (<u>919,518.39)</u>	
TOTAL EQUITY			<u>2,457,605.21</u>
TOTAL LIABILITIES & FUND EQUITY			6,645,290.49
			=====



Agenda Item: 3.3

AGENDA MEMORANDUM

Meeting Date: July 16, 2018

Agenda Item: Consideration, discussion and possible action regarding lease agreement with American Tower.

Prepared by: Angela Ryan, Assistant Director

In 2009, the EDC entered into a lease agreement with Global Tower Assets. They erected a cell tower on a piece of property in the Bastrop Business and Industrial Park. The agreement states the lease renews every five years, with an escalation in the amount of the lease (page 3 of the contract).

The EDC recently received a phone call from American Tower Corporation (who purchased Global Tower Partners in 2013), stating that they currently have no users on the tower which means it isn't generating any revenue. He explained the options available to the EDC, and then followed up with a written letter with further details. American Tower Corporation wishes to either extend the lease another thirty (30) years, or to execute a permanent easement with the BEDC for a lump sum payment of \$50,000.00.

The lease renewed in 2015, so the next auto-renewal should be in 2020.

Attachment:

Original contract with Global Tower Assets

Letter from American Tower Corporation

Recommendation – Staff has no recommendation. Legal counsel will be advising the Board on their options.

TX-5646
Bastrop

**COMMUNICATIONS TOWER SITE
OPTION AND LAND LEASE AGREEMENT**

THIS COMMUNICATIONS TOWER SITE OPTION AND LAND LEASE AGREEMENT ("Option" and/or "Lease" or "Agreement") is entered into this 17th day of March, 2009, (the "Effective Date") by and between the **Bastrop Economic Development Corporation** ("Landlord"), whose address is 903 Main Street, Bastrop, Texas, 78602 and **Global Tower Assets, LLC**, a Delaware limited liability company ("Tenant"), whose address is 1801 Clint Moore Rd., Suite 110 Boca Raton, FL 33487.

1. Option to Lease.

(a) Option Fee. For the sum of One Thousand Dollars and Zero Cents (\$1,000.00) (the "Option Fee"), to be paid to Landlord by Tenant upon execution of this agreement, and other good and valuable consideration, Landlord hereby grants to Tenant the exclusive option to lease the Premises/Property, as these terms are defined in paragraph 2, below. The initial term of this Option shall be for a period of six (6) months from the date the Option is executed by Landlord, until 5:00 p.m. (CST) on September 17, 2009 (the "Initial Option Period"), on the terms and conditions set forth below. The Initial Option Period may be extended for an additional six (6) month period (the "Extended Option Period") upon written notification to Landlord by Tenant accompanied by the payment of an additional option fee of One Thousand Dollars and Zero Cents (\$1,000.00) (the "Extended Option Fee"), such Extended Option Fee to be delivered to Landlord prior to the expiration of the Initial Option Period. Should Tenant tender, and Landlord accept, the Extended Option Fee after the expiration of the Initial Option Period, the Option shall be reinstated and the Extended Option Period shall commence upon Landlord's acceptance of the Extended Option Fee.

(b) Title Report. During either the Initial or Extended Option Period, Tenant shall obtain, at its sole discretion and expense, a title report or commitment for a leasehold title policy from a title insurance company of Tenant's choice, which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain leasehold financing. Tenant may, at its option and sole expense, record in the real estate records of Bastrop County a memorandum of option agreement documenting this Option to Lease between the Parties.

(c) Remedies; Liquidated Damages. Should Tenant fail or refuse to perform any of Tenant's covenants, duties, agreements or obligations under this Agreement or is otherwise in default under this Option (and Landlord has performed, in all material respects, all covenants, duties, agreements or obligations of the Landlord hereunder upon which such covenant, duty, agreement or obligation of Tenant is dependent), and such failure or breach remains uncured in excess of fifteen (15) days after written notice thereof from Landlord to Tenant, Landlord shall be entitled to pursue any and all remedies afforded by law or in equity against the Tenant. Further, should Landlord elect to do so, Landlord may retain the Option Fee and the Extended

Option Fee, if any, paid to the Landlord pursuant to paragraph 1(a) as damages for such failure or refusal by Tenant and this Option, except as expressly set forth herein to the contrary, shall be of no further force or effect, and neither Landlord nor Tenant shall have any further rights, liabilities, duties or obligations hereunder, except as expressly set forth herein to the contrary or as otherwise allowed by law. Landlord's retention of said sums is intended not as a penalty, but as liquidated damages. Tenant hereby waives and releases any right to (and hereby covenants that Tenant shall not) sue Landlord or seek or claim a refund of said sums (or any part thereof) on the grounds that it is an unreasonable amount and exceeds the Landlord's actual damages or that its retention by the Landlord constitutes a penalty and not an agreed reasonable liquidated damages amount.

(e) Entry Prior to Closing. Landlord hereby grants to Tenant, its officers, agents, employees and independent contractors the right and privilege to enter upon the Property or the Easement at any time during the Option Period(s), to perform or cause to be performed tests to determine the suitability of the Property for Tenant's purposes, including borings of the soil solely to determine stability and suitability for construction of the Communication Facility, as defined herein, radio propagation studies limited to those required to determine whether the property is viable for the purposes of installation of a communications tower and related equipment, engineering studies related to construction of same, and to conduct a survey of the Property or the Easement. Tenant shall not unreasonably interfere with Landlord's use of the Property or the Easement in conducting these activities and shall repair damages, if any, to the Property caused by the testing.

2. Leased Property. In the event that following its evaluation and study of the Property, Tenant exercises its Option to Lease pursuant to notice given to Landlord, as per paragraph 4, below, then, subject to the following terms and conditions, Landlord leases to Tenant the property described in attached Exhibit "A" ("Premises" or "Property"). Landlord also grants to Tenant a non-exclusive easement during the term of this Lease for ingress, egress and regress and for the installation and extension of utilities on property described on the attached Exhibit "B" ("Easement"). Upon completion of the survey referenced above in 1(e), the description of the Premises and the description of the Easement in the survey shall be substituted for its respective description in Exhibit "A" and Exhibit "B", and in the event of any conflict, the description in the survey shall control as the description of the Premises or of the Easement, unless otherwise mutually agreed by the Parties hereto.

3. Use. Tenant shall use the Premises for the sole purpose of constructing, installing, maintaining, improving and operating, at Tenant's sole expense, a communications facility, including towers, antennae, buildings and other limited uses strictly incidental to the communications facility (collectively the "Communications Facility"), as shown on the layout attached hereto as Exhibit "C." Any future expansion of the Communication Facilities, beyond the Tenant's leased Premises, during the term of the Lease or any Renewal Term(s) shall require prior written approval of the Landlord. Landlord agrees to cooperate with the Tenant to provide information regarding the Lease or the Property, which is within its control, which Tenant may need to provide to other entities for permit compliance.

Tenant shall at all times during the term of the Lease and any Renewal Term(s) maintain and keep the Property and the Easement free of high grasses, weeds, debris, trash and litter and shall, at all times, be in full compliance with all Federal, State and local laws, rules codes and ordinances.

4. Initiation of Lease Term/Initial Term. Tenant may exercise its Option to Lease by notifying Landlord in writing of the date Tenant will begin construction of its Communication Facility upon the Property (the "Commencement Date"). The initial term of this Lease, when Option is exercised, shall be five (5) years, beginning on the Effective Date and terminating at midnight on March 16, 2014, ("Initial Term").

5. Renewal of Lease Term(s). Tenant may extend this Lease for four (4) additional terms of five (5) years each (a "Renewal Term"). Each term will automatically renew unless Tenant shall notify the Landlord in writing of its intent not to renew no later than ninety (90) days prior to the expiration of the Initial Term, or subsequent Renewal Terms of the Lease.

6. Rent.

(a), Tenant shall pay Landlord One Thousand Dollars (\$1000.00) a month for the term of five (5) years, all such payments to be paid in advance and contemporaneously with the Initiation of Lease Notice, referenced herein above in Paragraph 4. Accordingly, Tenant shall pay Landlord, beginning on the Commencement Date, the sum of Sixty Thousand Dollars and Zero Cents (\$60,000.00) as the total rental ("Rent"). Should Tenant elect to renew the Lease Term in accord with Paragraph 5 above, Tenant shall pay the total rent in advance for each Renewal Term as provided for below at Paragraph 6(b).

(b) In the event Tenant renews this Lease, as permitted under Paragraph 5 above, Tenant agrees that rental payments due under such Renewal Terms shall be in an amount equal to the Initial Rent, times fifteen percent (15%) per each additional five (5) year Renewal Term, which 15% shall be paid in advance as follows:

1st Renewal Term	\$69,000.00
2 nd Renewal Term	\$79,350.00
3 rd Renewal Term	\$91,252.50
4 th Renewal Term	\$104,940.38

(c) In the event that Tenant elects not to renew this Lease, or fails to perform or discharge any obligation or liability hereunder, including the payment of money when any such payment is due, Landlord shall provide Tenant notice of the default or non-renewal and shall provide Tenant the opportunity to cure the default or non-renewal within thirty (30) days of the date of notice. If Tenant fails to cure the default or non-renewal within the thirty (30) day period, then Landlord may, at Landlord's sole discretion, terminate the Lease. Upon such termination under this provision, Tenant shall have one hundred and twenty (120) days to remove any improvements owned by it from the Property, including the Communications Tower, but if not removed within the one hundred and twenty (120) day period, all such improvements will become the property of Landlord and Landlord may use, sell, demolish, or dispose of the improvements as Landlord, in

its sole discretion, deems appropriate. Further, upon termination under this provision, should Tenant not remove any portion of its Communication Facilities within the one hundred and twenty (120) day period noted herein, Landlord may, in the alternative, elect to remove the Communications Facilities, including any remaining Sub lessees' facilities or assets, or any part of them from the Property and place a lien upon Tenant's and/or sub-lessees' other assets to recover all reasonable costs of removal of the Tenant's Communication Facilities, including any legal or other professional costs related to same. Tenant shall save and hold Landlord harmless for and against any and all claims by Tenant or Tenant's sub lessees, if any, for actions taken by Landlord pursuant to the rights granted in this Agreement, and specifically for actions taken under Paragraph 6, herein.

7. Landlord's Representations and Warranties. Landlord represents and warrants to the best of Landlord's knowledge that: (i) Tenant's intended use of the Premises is not prohibited by any covenant, restriction, easement, subdivision rule or other contract which would prohibit Tenant's intended use of the Premises; and (ii) there are no easements, licenses, rights of use or other encumbrances on the Premises which will interfere with Tenant's intended use of the Premises.

8. Conditions Subsequent. In the event that Tenant's intended use of the Premises is actually or constructively prohibited, or the Premises is, in Tenant's opinion, unacceptable to Tenant, then this Option shall terminate and be of no further force or effect.

9. Interference. In accord with Paragraph 10(c) below, Landlord, including its tenants, licensees, invitees and agents, specifically reserves the right to utilize the existing access road to the Tower Site, as well as any additional or alternative access road constructed by Tenant under the terms of this Lease, provided, however, that Landlord's use may not interfere with the operations of Tenant's Communication Facility. Tenant may enforce this provision at law or in equity, or may terminate this Lease upon notice to Landlord, and Landlord's subsequent failure to timely cure such interference. Tenant shall provide Landlord notice of any default and provide Landlord the opportunity to cure the default within thirty (30) days of the date of notice.

10. Improvements; Utilities; Access.

(a) The Communications Facility placed on the Premises shall remain the property of the Tenant during the Term of this Lease, and Tenant shall have the obligation, to remove the Communications Facility and all portions thereof within ninety (90) days following any termination and/or expiration of this Lease. Tenant's failure to remove its property and the Communications Facility at the time of termination or expiration of this Agreement shall entitle Landlord to exercise its rights to remove same and seek reimbursement of removal costs from Landlord or its successors, as stated in paragraph 6(c) of this Agreement, but shall have no obligation or duty to do so.

(b) Tenant shall determine whether utilities adequate for Tenant's intended use of the Premises are presently available. Further, from time to time, after notice and approval from the Landlord, which approval may not be unreasonably withheld or delayed, Tenant shall have the right to install utilities, at Tenant's sole expense, and/or to improve present utilities on the

Premises (including but not limited to the installation of emergency power generators). In addition, Tenant shall have the right, at its sole expense, and after notice and approval from the Landlord, which approval shall not be unreasonably withheld or delayed, to permanently place utilities on (or to bring utilities across or under) the Premises and the Easement in order to service the Communications Facility throughout the Term or any Renewal Term(s) of this Agreement. Landlord shall, upon Tenant's request, execute a separate written easement in a form which may be filed of record evidencing this right.

(c) Tenant shall have access to the Premises and the Communications Facility at all times, 24 hours each day, through the access drive currently existing on the Easement, which access drive shall be maintained at Tenant's sole expense, in good and passable condition throughout the term of this Lease or any Renewal Term. However, should Tenant elect to do so, at its own expense, Tenant may construct an additional or alternative access drive to the Premises and the Communications Facility within the Easement, only as approved by the Landlord prior to construction and as shown on Exhibit "B". The additional or alternative access drive, if any, shall also be maintained at the Tenant's sole expense during the Term(s) of the Lease. The construction of the additional or alternative access drive does not abrogate the requirement that the Tenant continue to maintain the access drive currently existing on the Easement.

(d) The Landlord shall have emergency access to the Property to address Safety and Health issues of the community pursuant to the Police Powers of the City of Bastrop, a sister governmental entity to the BEDC. Thus, if in the determination of the Landlord, the Communication Facilities located upon the Property poses a danger to the public, the Landlord shall attempt to contact the Tenant to discuss addressing the danger posed. However, if in the sole determination of the Landlord an emergency condition exists which requires immediate action, the Landlord, the Landlord retains the right to enter and take necessary action to remediate such danger posed by the facilities of the Tenant, and Tenant shall be responsible for all reasonable costs incurred to remediate such dangers to the public the Landlord or other tenants/occupants in the Industrial Park.

11. Termination. Except as otherwise provided, this Lease may be terminated, without any penalty or further liability of either party and without the refund of any prepaid rent by Tenant, immediately upon written notice or as otherwise provided below, as follows:

(a) By either party upon a default of any covenant or term of this Lease by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Lease);

(b) By Tenant if it is unable to obtain or maintain any license, permit or other Governmental Approval necessary to the construction and operation of the Communications Facility or Tenant's business or intended use of the Premises;

(c) By Tenant if the Premises or Communications Facility is damaged so as to hinder the effective use of the Communications Facility in Tenant's judgment or in the event that interference, whether or not from Landlord's activities or any other source, to transmissions or

signals from the Communications Facility, in Tenant's judgment, may not be adequately corrected or eliminated by Tenant;

(d) By Tenant upon six (6) months written notice to Landlord, if, in Tenant's reasonable judgment, network design or technology changes render the Communications Facility obsolete or unnecessary;

(e) By Landlord if the Landlord determines that the Premises is required for public purposes and no alternative public property is reasonably available to meet the needs of the public, and after giving Tenant a minimum of six (6) months notice of the need to terminate for such public purpose. In addition, if termination by Landlord results from a needed public purpose, then Landlord shall use its best efforts to identify an alternate location for the Tenant and its facilities on comparable public property owned by Landlord, and if such alternate public property location is available and acceptable to Tenant, Landlord will make that alternate location available to Tenant under terms and conditions comparable to those stated herein. The availability of an alternate location will in no way require the Tenant to relocate to the alternate location and Tenant shall retain the right to terminate this Agreement;

(f) By Landlord if Tenant's Communication Facilities or improvements become a danger to the public for which no remedy by Tenant's maintenance or alteration of the improvement made upon the Property by the Tenant is possible or is timely completed within thirty (30) days written notice to Tenant;

(g) By the Landlord if Tenant ceases to carry out the type of activities for which it is permitted by the FCC and applicable certificates/licenses, which are the purposes for which this Agreement was entered into;

(h) By the Landlord, if a receiver or trustee is appointed for all or substantially all of the assets of Tenant, however, Tenant will not be deemed to be in default in this case if Tenant is entering into a business reorganization under which the reorganized entity shall continue to comply fully with all terms of this Lease; and

(i) By Landlord, if Tenant creates a structural hazard on the Property that is not cured in a timely fashion after receipt of notice from Landlord; and

(j) By Landlord, if Landlord determines that Tenant's use of the Premises has impermissibly extended beyond the scope of this Agreement and Tenant has failed or refused to cure such unauthorized expansion within thirty (30) days written notice of same.

12. Subleases and Licenses. Tenant shall have the right to sublease or license the Premises or any portion to others for the purpose of radio transmission and communication service, with prior written notice to the Landlord. Tenant's approved sublessee(s) shall be entitled to rights of ingress and egress to the Premises and Easement and the right to install utilities on the Premises and Easement as if said sublessee were Tenant under this Lease. Any approved sublessee(s) shall be subject to all rights, responsibilities, duties and liabilities of this Agreement. Tenant is responsible for providing any approved sublessee with a copy of this

Agreement prior to sublessee's occupancy of the Property. Such sublease will not release the Tenant from its obligations under the Lease. In addition to Paragraph 6 "Rent", commencing with the second sublet and continuing with each thereafter, Tenant shall pay to Landlord an amount equal to fifteen percent (15%) of all sublease rent actually collected from third parties attaching to the tower ("Sublease Revenue") on a monthly basis. This Sublease Revenue shall commence with the installation of Subtenant's equipment and shall end upon the termination or expiration of the Sublease Agreement between Tenant and Subtenant.

13. Taxes. Tenant shall pay all taxes assessed on the Premises by any taxing authority, if any, inasmuch as Landlord is a tax exempt governmental entity and no taxes that may be assessed can be the legal responsibility of or otherwise attributed to the Landlord.

14. Public Liability and Property Damage Insurance. Tenant shall, at Tenant's expense, purchase and maintain in full force and effect throughout the term of this Lease, including any renewals or extensions, such public liability and property damage policies as Tenant may deem necessary. Such policy or policies may be through a blanket policy covering other locations, will provide not less than a combined single limit of \$1,000,000 and will name Landlord as additional insured. Copies of current certificates of insurance shall be provided by the Tenant to the Landlord. Tenant shall notify the Landlord in writing of any change in the coverage and/or carrier of insurance during the term or any renewal of the Lease.

15. Condemnation. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises unsuitable for the use which Tenant was then making of the Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Tenant shall include, where applicable, the value of its Communications Facility, moving expenses, prepaid rent and business dislocation expenses). Should Tenant elect not to terminate this Lease, any Sublease Revenue due during the remainder of the Lease term shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority.

16. Environmental Matters.

- (a) Landlord's Obligations. Landlord represents that to the best of Landlord's knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Landlord agrees that it will provide, at no cost or expense to Tenant, for the removal of any Hazardous Materials if, after the Commencement Date of this Lease, Hazardous Materials are brought onto the Premises or Easement by Landlord, its agents, servants, employees, licensees, invitees or contractors. Further, if property is deemed to be included in the endangered Houston Toad habitat, Tenant is responsible for obtaining any necessary permits and for paying all associated fees.
- (b) Hazardous Materials. If, after Tenant takes possession of the Premises

Hazardous Materials are discovered to exist on, under or beneath the Premises, resulting from the acts or omissions of a party other than the Tenant, then Tenant may terminate this Lease and Tenant shall owe no further duties, obligations or liability to Landlord.

- (c) Tenant's Obligations. Tenant shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Tenant shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Communications Facility). If, after the Commencement Date of this Lease, Hazardous Materials are brought onto the Premises or Easement by Tenant, its agents, servants, sublessee(s), employees, licensees, invitees or contractors, Tenant agrees that it shall provide, at no cost or expense to Landlord, the removal of any Hazardous Materials and the abatement/remediation of any and all damage, destruction or harm done to the Property by the presence of such Hazardous Materials thereon in full compliance with any applicable federal, state or local statutory or regulatory requirement.

As used in this Lease, "Hazardous Materials" shall mean any and all polychlorinated byphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

17. Reciprocal Defense and Hold Harmless. Landlord agrees to defend Tenant from and against any and all claims, costs (including reasonable attorneys fees) and liabilities arising from Landlord's use or occupancy of the Premises, or from Landlord's performance or failure to perform under this Lease, or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises prior to the Commencement date, or thereafter if brought onto the Premises by Landlord or Landlord's agents, employees, licensees, invitees or contractors.

Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, costs (including reasonable attorneys fees) and liabilities arising from Tenant's use or occupancy of the Premises, or from Tenant's performance or failure to perform under this Lease, or from any defect in the title to the Premises, or from the presence of any Hazardous Materials on the Premises after the Commencement date, if brought onto the Premises by Tenant or its agents, employees, sublessee(s), licensees, invitees or contractors.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Landlord, to:

Bastrop Economic Development Corporation
Attn: Joe Newman, President
903 Main Street
Bastrop, TX 78602

With Copy to:

Jo-Christy Brown, Esq.
City Attorney
1411 West Avenue, Suite 100
Austin, Texas 78701

The City of Bastrop
904 Main Street
P.O. Box 427 78602

If to Tenant, to:

Global Tower Assets, LLC
1801 CLINT MOORE RD
STE 110
BOCA RATON, FL 33487
REF: TX-5646 Bastrop

19. Title. Landlord warrants it has the full right, power and authority to execute this Lease and that it has good and unencumbered title to the Premises free and clear of any liens, encumbrances or mortgages.

20. Assignment. Tenant may assign this Lease to its corporate affiliates and subsidiaries (i.e., to affiliates and subsidiaries within the same corporate holding company), to any entity controlling, controlled by, or under common control with Tenant, or any entity that, after first receiving FCC or state regulatory agency approvals, that acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease, upon written notice to and written notice of approval by Landlord which will not be unreasonably conditioned, denied or withheld. Tenant shall promptly notify Landlord of its desire to assign this Lease and the assignment, shall be subject to the provisions of this Lease. Landlord shall have discretion to review the financial, technical and operational qualifications of any entity acquiring this Lease by any transfer, assignment or sale. Further, Tenant may, upon notice to and approval by the Landlord, mortgage or grant a security interest in the revenue generated from this Lease due to Tenant and the Communications Facility, with the exception of that portion of the revenue that is

due and payable to Landlord, for payment of Landlord's rent from Sublessee(s) of Tenant, and may assign any revenues generated to Tenant from this Lease and the Communications Facility to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Mortgagees"). Tenant agrees that nothing herein may be construed to permit or otherwise allow Tenant to encumber, in any manner, the real property of the Landlord, which is the subject of this Agreement. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant.

21. Successors and Assigns. When assignment occurs in compliance with the above Section 20, this Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Holding Over. In the event Tenant or any sub-lessee remains in possession of the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Lease, Tenant and/or sub-lessee shall occupy the Premises month-to-month at the rate of Two Thousand Five Hundred Dollars (\$2500) a month, each, subject to all of the terms and conditions of this Lease insofar as they are consistent with such a tenancy.

23. Estoppel. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

24. Waiver of Liability. Neither Landlord nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the communications facility or vandalism or power failures or destruction or damage to the communications facility except to the extent caused by the negligence or willful misconduct of such party. Notwithstanding anything to the contrary in this Agreement, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant each hereby waive the right to recover, incidental, consequential (including lost profits, loss of use or loss of business opportunity), punitive and exemplary damages.

25. TENANT'S LENDER RIGHTS

Landlord consents to the granting by Tenant of a lien and security interest in Tenant's leasehold interest in the Lease and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee ("Lender") of its rights of foreclosure with respect to its lien and security interest as those rights pertain to this Lease. Landlord agrees to recognize Tenant's Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

Tenant or such Lender shall give the Landlord prompt notice of such Mortgage and furnish the Landlord with a complete and correct copy of such Mortgage, certified as such by the Tenant or such Lender, together with the name and address of such Lender. After receipt of the foregoing, the Landlord shall give to such Lender, at the address of such Lender set forth in such

notice, and otherwise in the manner provided by this Lease, a copy of each notice of default hereunder at the same time as, and whenever, any such notice of default shall thereafter be given by the Landlord to the Tenant, and no such notice of default by the Landlord shall be deemed to have been duly given to the Tenant unless and until a copy thereof shall have been so given to Lender. Notices to Lender under this Section shall be deemed given on the date received by Lender. Lender (i) shall thereupon have a period equal to that given to the Tenant in each instance in the case of a default in the payment of rent and in the case of any other default, for remedying the default or causing the same to be remedied. The Landlord shall accept performance by a Lender of any covenant, condition or agreement on the Tenant's part to be performed hereunder with the same force and effect as though performed by the Tenant. Landlord agrees that upon an event of default under the loan documents between Tenant and Lender or the Lease, Lender shall be fully entitled to exercise its rights against the improvements owned by the Tenant prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the improvements owned by the Tenant, free and clear of the Landlord's lien and security interest.

Except as provided above, no Lender shall become liable under the provisions of this Lease or any lease executed, unless and until such time as it becomes, and then only for as long as it remains, the beneficial holder of the leasehold estate credited hereby or thereby. This Lease shall not be amended or modified without the consent of any Lender which has delivered the notice to Landlord, which shall not be unreasonable denied.

In the case of termination of this Lease for any reason, or in the event this Lease is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, the Landlord shall give prompt notice thereof to Lender. The Landlord, on written request of such Lender made within thirty (30) days after the giving of such notice by the Landlord, shall promptly execute and deliver a new lease of the Premises to Lender for the remainder of the term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the term of this Lease). Lender (i) shall pay to the Landlord, simultaneously with the delivery of such new lease, all unpaid rent and reasonable fees due under this Lease and (ii) shall cure all defaults existing under this Lease which are susceptible to being cured by such Lender and (ii) shall cure all defaults existing under this Lease which are susceptible to being cured by such Lender.

26. Miscellaneous.

(a) The prevailing party in any litigation arising under this Lease shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of Landlord and Tenant, and supersedes all offers, negotiations and other agreements. Any amendments to said Lease must be in writing and executed by Landlord and Tenant.

(c) If either Landlord or Tenant is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold harmless the other party from any such claims arising from execution of this Agreement.

(d) Landlord agrees to put forth its best effort to cooperate with Tenant in

executing any documents necessary to protect Tenant's rights under this Lease or Tenant's use of the Premises. Tenant may record this Lease or a Memorandum of Lease executed by all parties and the cost of any recording fees shall be paid by Tenant.

(e) This Lease shall be construed in accordance with the laws of the state in which the Premises are located.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Lease on behalf of the party indicated.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement effective as of the day and year first above written.

LANDLORD: The Bastrop Economic Development Corporation [BEDC]

BY: Joe D. Newman
Joe D. NEWMAN, President/CEO

TENANT: Global Tower Assets, LLC [E.g., Global Tower Assets, LLC, a Delaware limited liability company ("Tenant")]

BY: Terry Arment
Terry Arment

TITLE: Sr. VP-Development

LEGAL
REVIEW

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF BASTROP §

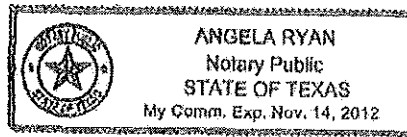
I, Angela Ryan a Notary Public of the County and State aforesaid, certify that Joe Newman personally appeared before me this day and acknowledged that he is the President of the Bastrop Economic Development Corporation, a non-profit corporation established under the laws of Texas, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this 26 day of March, 2009.

Angela Ryan
Notary Public in the State of Texas

My Commission Expires: 11-14-2012

[SEAL]



STATE OF FLORIDA [E.g., FLORIDA] §
COUNTY OF PALM BEACH §

I, Jeanne M Bruning, a Notary Public of the County and State aforesaid, certify that Tony Amant personally appeared before me this day and acknowledged that he is, an Inc. Del a Delaware corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this 6 day of April, 2009.

Jeanne M Bruning
Notary Public State of

My Commission Expires: 4/20/12

[SEAL]



EXHIBIT "A"LEGAL DESCRIPTION
OF PROPERTY

The property referred to herein as the Premises is located within the parent parcel described as follows:

[Insert legal description from vesting deed]

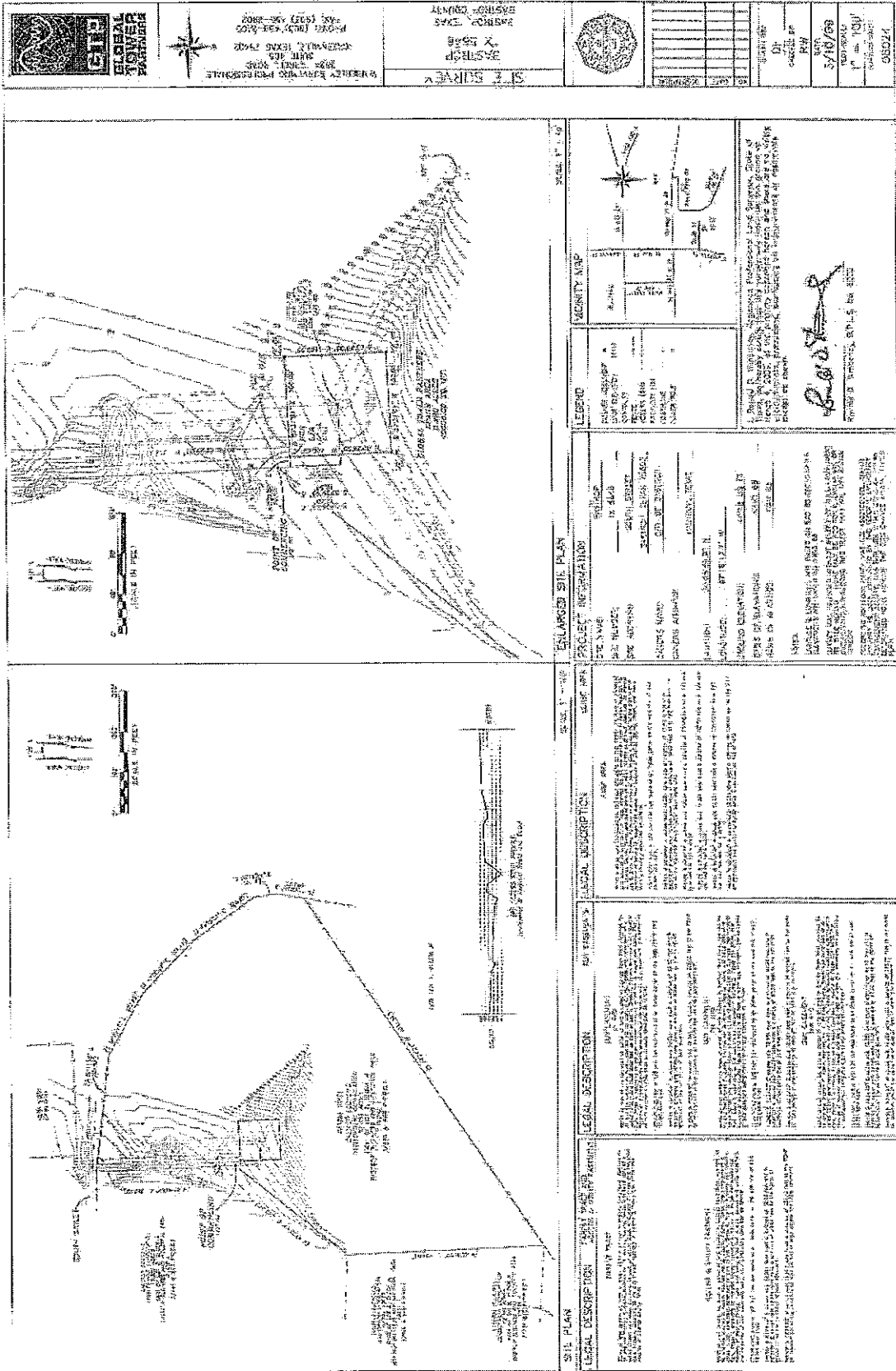
The premises are located generally as indicated in the sketch attached hereto as Exhibit B. Landlord and Tenant agree that upon Tenant's exercise of its option to Lease, Tenant will replace this Exhibit "A" with a revised Exhibit "A" which shall be a surveyed metes and bounds legal description of the Premises, and which shall specifically identify the length and dimension of the Premises upon which Tenant may construct, operate and maintain its Communications Facilities.

EXHIBIT "B"**LEGAL DESCRIPTION OF
EASEMENT**

The Easement for ingress, egress and utilities across the parent parcel described on Exhibit "A" will be twenty feet (20') wide and located within the hatch marked area on the sketch below. Landlord and Tenant agree that upon Tenant's exercise of its Option to lease, Tenant shall replace this Exhibit "B" with a revised Exhibit "B" which shall be a metes and bounds legal description of the ingress, egress and utility easement which will specifically identify the location and dimensions of the aforesaid easement.

**[Insert sketch showing easement until
receipt of surveyed easement description]**

Exhibit C
Layout of the Communications Facilities on the Property



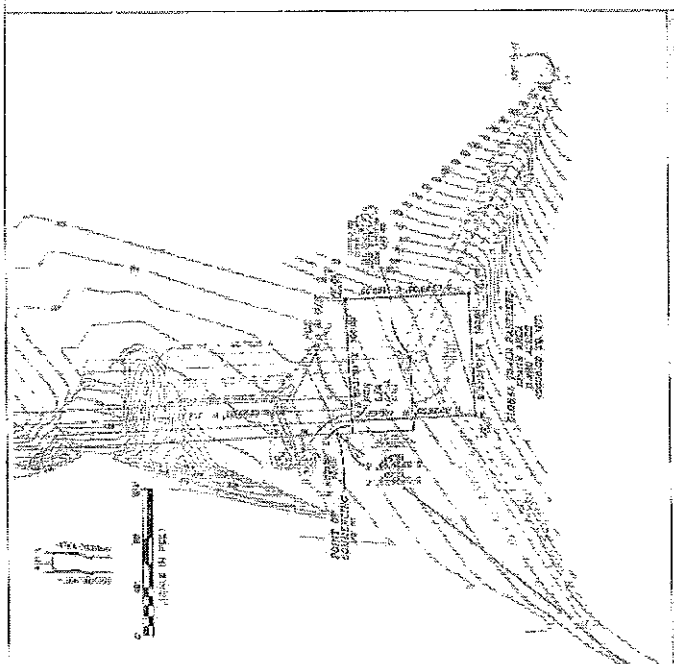
GLOBAL TOWER
 PROJECT ENGINEER
 PROJECT MANAGER
 PROJECT SUPERVISOR
 PROJECT ASSISTANT
 PROJECT CLERK

PROJECT INFORMATION
 PROJECT NAME: GLOBAL TOWER
 PROJECT NUMBER: 1000000000
 PROJECT LOCATION: EASTON, VIRGINIA
 PROJECT DATE: 07/11/2018

CLIENT INFORMATION
 CLIENT NAME: EASTON COUNTY
 CLIENT ADDRESS: 1000000000
 CLIENT PHONE: 540-231-1234
 CLIENT FAX: 540-231-1234

DESIGNER INFORMATION
 DESIGNER NAME: L. East
 DESIGNER TITLE: PROJECT ENGINEER
 DESIGNER PHONE: 540-231-1234
 DESIGNER FAX: 540-231-1234

PROJECT INFORMATION
 PROJECT NAME: GLOBAL TOWER
 PROJECT NUMBER: 1000000000
 PROJECT LOCATION: EASTON, VIRGINIA
 PROJECT DATE: 07/11/2018



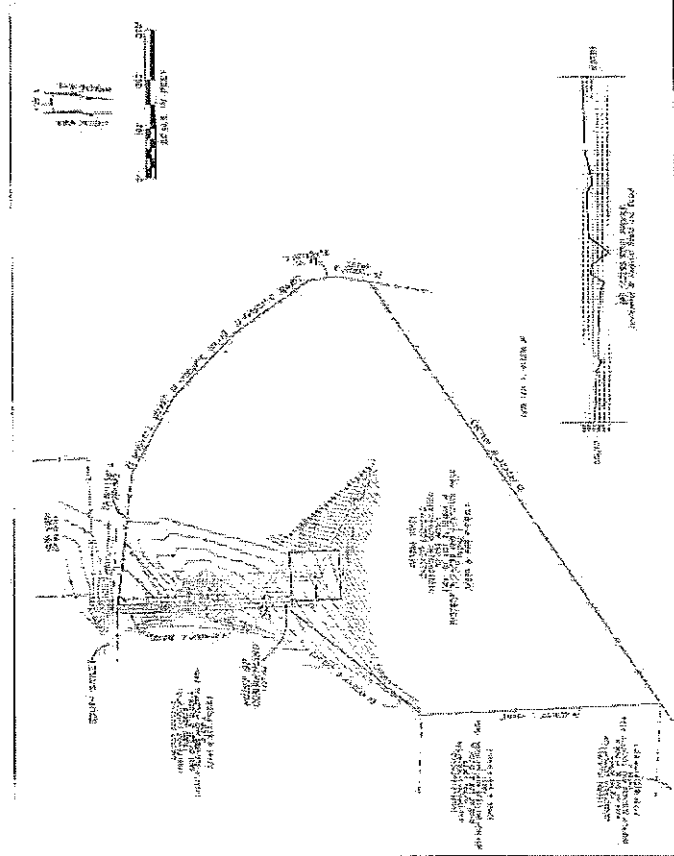
ENLARGED SITE PLAN
 SCALE: 1" = 40'

PROJECT INFORMATION
 PROJECT NAME: GLOBAL TOWER
 PROJECT NUMBER: 1000000000
 PROJECT LOCATION: EASTON, VIRGINIA
 PROJECT DATE: 07/11/2018

CLIENT INFORMATION
 CLIENT NAME: EASTON COUNTY
 CLIENT ADDRESS: 1000000000
 CLIENT PHONE: 540-231-1234
 CLIENT FAX: 540-231-1234

DESIGNER INFORMATION
 DESIGNER NAME: L. East
 DESIGNER TITLE: PROJECT ENGINEER
 DESIGNER PHONE: 540-231-1234
 DESIGNER FAX: 540-231-1234

PROJECT INFORMATION
 PROJECT NAME: GLOBAL TOWER
 PROJECT NUMBER: 1000000000
 PROJECT LOCATION: EASTON, VIRGINIA
 PROJECT DATE: 07/11/2018



SITE PLAN
 SCALE: 1" = 40'

PROJECT INFORMATION
 PROJECT NAME: GLOBAL TOWER
 PROJECT NUMBER: 1000000000
 PROJECT LOCATION: EASTON, VIRGINIA
 PROJECT DATE: 07/11/2018

CLIENT INFORMATION
 CLIENT NAME: EASTON COUNTY
 CLIENT ADDRESS: 1000000000
 CLIENT PHONE: 540-231-1234
 CLIENT FAX: 540-231-1234

DESIGNER INFORMATION
 DESIGNER NAME: L. East
 DESIGNER TITLE: PROJECT ENGINEER
 DESIGNER PHONE: 540-231-1234
 DESIGNER FAX: 540-231-1234

PROJECT INFORMATION
 PROJECT NAME: GLOBAL TOWER
 PROJECT NUMBER: 1000000000
 PROJECT LOCATION: EASTON, VIRGINIA
 PROJECT DATE: 07/11/2018



May 16, 2018

Bastrop Economic Development Corp.
Attn: Angela Ryan
301 Hwy 71 W 214
Bastrop, TX 78602

American Tower Site: 374836 / Bastrop TX

Dear Angela:

Thank you for taking the time to speak with me about the tower on the property. We appreciate the Board's willingness to help us find a solution for this site that is beneficial for everyone. As we discussed earlier today, the tower is a negative asset on the portfolio and we believe it needs to be marketed as a long term asset in order to be successful. Working together to ensure the tower remains on your property is vital at the moment. We would like to the opportunity to present the below options to you in hopes it may change the current course. Any of the below options would provide the tower a chance at future success and I am certainly open to any other ideas you may have to resolve this dilemma.

- **Option 1: \$50,000.00 One-Time Payment *in lieu of rent*.**
- **Option 2: Add 6 additional 5 year terms (30 years) to the back of the lease. The rental payments and escalations would continue through the current and new additional terms.**

With option 1, we would replace your lease with a perpetual easement agreement, and you would still retain ownership of your land. While your current lease payments may not be guaranteed, your easement payments are yours to keep regardless of what happens with the tower. By taking advantage of this program, you eliminate future risk.

Please present this offer to the Board and advise whether we may submit formal documents for review. You are under no obligation when you consider these options, and there are no charges or costs associated with this program. Please call me once you have reviewed these opportunities and ready to move forward.

Sincerely,

Jonathan Palacio
Manager
561-419-6863 Office



Agenda Item: 3.4

AGENDA MEMORANDUM

Meeting Date: July 16, 2018

Agenda Item: Consideration, discussion and possible action regarding a review and discussion of the EDC's FY 2018/2019 draft budget.

Prepared by: Angela Ryan, Assistant Director

The most recent draft of the EDC's 2018/2019 budget is attached for the Board's review.

Draft 3.0 was handed out at the June 18th Board meeting. Changes made to the budget since then have been highlighted for reference.

Most of the changes were a result of the additional costs related to the 921 Main Project, and refinements to the amount of funds being rolled to next year on infrastructure projects.

The budget will need to be approved by the EDC Board at the August 20th Board meeting in order to be adopted as part of the City of Bastrop's budget in September.

FY2018/2019 Budget Schedule:

August 14, 2018	Draft EDC budget will be included with City's draft for budget workshop
August 20, 2018	BEDC Board will adopt final EDC budget
September 11, 2018	City Council approval – first reading of budget ordinance
September 25, 2018	City Council approval – final reading of budget ordinance

Recommendation – Review the draft budget as submitted, discuss, and ask any questions you may have of staff.



**FY 2018-2019
Draft Budget v4.1
7/11/2018**



FY 2018-2019 Annual Budget

Fund Balance

FY 2015

Actual Revenues	\$ 2,166,438
Actual Expenditures:	\$ (1,488,366)
Audit Adjusting Entries	\$ (8,864)
Audited Ending Operating Balance as of 09/30/2015	<u>\$ 3,232,997</u>

FY 2016

Actual Revenues	\$ 2,323,588
Actual Expenditures:	\$ (1,417,191)
Audit Adjusting Entries	\$ (259,445)
	<u>\$ 3,879,949</u>

FY 2017

Budgeted Revenues	\$ 2,326,226
Budgeted Expenditures:	\$ (1,424,572)
Audit Adjusting Entries	\$ (886,510)
Projected Ending Operating Balance as of 09/30/2017	<u>\$ 3,895,093</u>

FY 2018

Budgeted Revenues	\$ 3,859,422
Budgeted Expenditures:	\$ (3,165,536)
Audit Adjusting Entries	\$ -
Projected Ending Operating Balance as of 09/30/2018	<u>\$ 4,588,979</u>

FY 2019

Budgeted Revenues	\$ 2,613,020
Budgeted Expenditures:	\$ (4,153,680)
Audit Adjusting Entries	\$ -
Projected Ending Operating Balance as of 09/30/2019	<u>\$ 3,048,319</u>

* Operating balance includes a reduction of \$150,000 designated funds



FY 2018-2019 Annual Budget

Totals

	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget	2019-2020 Forecast
Revenue					
Sales Tax	2,218,617	2,209,500	2,374,000	2,445,220	2,518,577
Other Revenue	49,532	38,800	69,800	67,800	94,800
2018 Bond Proceeds	-	1,245,000	1,200,000	-	-
Real Estate Proceeds	-	215,622	215,622	100,000	-
Total Revenue	2,268,149	3,708,922	3,859,422	2,613,020	2,613,377
Expenses					
Administration	322,937	346,433	300,101	370,298	388,478
Operations	90,815	125,140	125,865	208,548	234,550
Marketing and Advertising	94,726	135,000	135,000	132,750	130,000
Professional Services	102,259	92,000	132,000	166,500	107,000
City Project/Services	135,422	158,300	125,050	142,100	128,780
Projects/Programs/Grants	450,776	514,612	524,613	715,545	486,864
Infrastructure Projects	82,383	3,249,500	1,468,200	1,976,018	-
Debt Service	692,609	426,480	354,707	416,921	414,925
Miscellaneous/Contingency	-	25,000	-	25,000	25,000
Total Expenses	1,971,925	5,072,465	3,165,536	4,153,680	1,915,597
	296,224	(1,363,543)	693,886	(1,540,660)	697,779
Administration, Operations, etc.					
	610,737	698,573	692,966	878,096	860,028
	30.97%	13.77%	21.89%	33.60%	32.91%
Programs/Projects/Grant Expenses, etc.					
	1,361,189	4,348,892	2,472,570	3,250,584	1,030,569
	69.03%	85.74%	78.11%	124.40%	39.43%
Unallocated Funds					
			693,886		697,779
			17.98%		26.70%



FY 2018-2019 Annual Budget

Revenue

		2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
		Actual	Budget	Projected	Budget	Forecast
601-00-00-4005	Sales Tax	2,218,617	2,209,500	2,374,000	2,445,220	2,518,577
601-00-00-4047	Lease Agreement (Cell Tower)	13,800	13,800	13,800	13,800	13,800
	Rent Income (921 Main St.)				-	30,000
601-00-00-4400	Interest Income	34,685	24,000	55,000	53,000	50,000
610-00-00-4401	Interest Income On Notes	1,048	1,000	1,000	1,000	1,000
601-00-00-4810	2018 Bond Proceeds		1,245,000	1,200,000	-	-
601-00-00-4512	Real Estate Proceeds		215,622	215,622	100,000	-
Total Revenue		2,268,149	3,708,922	3,859,422	2,613,020	2,613,377



FY 2018-2019 Annual Budget

Administration

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Forecast
601-70-00-5101 Operational Salaries	245,122	259,350	223,110	270,482	284,006
601-70-00-5114 BEDC Pre-employment Expenses	-	-	-	-	-
601-70-00-5116 Longevity	408	581	550	600	745
601-70-00-5117 Overtime	-	-	-	-	-
601-70-00-5150 Social Security	18,249	19,920	17,070	20,770	21,809
601-70-00-5151 Retirement	28,516	30,090	25,836	31,391	32,961
601-70-00-5155 Group Insurance (Staff)	30,037	35,992	33,175	37,677	39,561
601-70-00-5156 Workers Compensation	604	500	360	378	397
601-70-00-5606 Auto Allowance Staff	-	-	-	9,000	9,000
Total Administration	322,937	346,433	300,101	370,298	388,478
% of Revenue	14.24%	9.34%	7.78%	14.17%	14.86%



FY 2018-2019 Annual Budget

Operations

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Forecast
601-70-00-5201 Operational Supplies (Office)	5,579	7,000	5,000	7,000	7,350
601-70-00-5203 Postage	108	360	100	360	360
601-70-00-5206 Office Equipment	10,138	8,500	8,500	16,000	16,800
601-70-00-5301 Maintenance of Equipment	330	1,000	500	1,000	1,000
601-70-00-5331 Industrial Park Maintenance Ex	-	20,000	20,000	20,200	21,210
601-70-00-5345 Building Repairs & Maintenanc	3,412	3,600	3,600	4,333	7,000
601-70-00-5401 Communications	8,287	9,000	9,000	8,880	8,880
601-70-00-5402 Office Lease/Rent	36,000	36,000	39,600	109,625	128,250
601-70-00-5403 Utilities	3,783	3,480	3,480	4,900	6,000
601-70-00-5540 Property Insurance	698	1,200	1,200	1,250	1,500
601-70-00-5615 Dues, Subscriptions, & Publicat	11,648	24,000	24,000	24,000	25,200
601-70-00-5631 Bonds for BEDC Officers & Staf	832	1,000	885	1,000	1,000
601-70-00-5689 Opportunity Austin	10,000	10,000	10,000	10,000	10,000
Total Operations	90,815	125,140	125,865	208,548	234,550
% of Revenue	4.00%	3.37%	3.26%	7.98%	8.97%



FY 2018-2019 Annual Budget

Marketing and Advertising

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Forecast
601-70-00-5603 Marketing Travel	24,574	28,000	28,000	28,000	26,000
601-70-00-5604 Business Development	5,092	10,000	10,000	10,000	10,000
601-70-00-5605 Training Travel	13,222	12,000	12,000	12,000	12,000
601-70-00-5611 Billboards	-	-	-	-	-
601-70-00-5633 Local/Misc. Advertising & Spon	15,467	18,000	18,000	15,750	15,000
601-70-00-5634 National/Regional Advertising	14,493	42,000	42,000	45,000	45,000
601-70-00-5635 Regional Advertising	10,563	-	-	-	-
601-70-00-5636 Digital Advertising & Marketing	10,236	10,000	10,000	10,000	10,000
601-70-00-5637 Special Advertising & Marketin	-	15,000	15,000	12,000	12,000
601-70-00-5700 Targeted Marketing	1,079	-	-	-	-
Total Marketing and Advertising	94,726	135,000	135,000	132,750	130,000
% of Revenue	4.18%	3.64%	3.50%	5.08%	4.97%



FY 2018-2019 Annual Budget

Professional Services

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Forecast
601-70-00-5505 Professional Services	52,854	30,000	58,000	99,500	40,000
601-70-00-5518 Audit	-	5,000	5,000	10,000	10,000
601-70-00-5525 Legal (Administrative)	32,893	24,000	36,000	30,000	30,000
601-70-00-5526 Legal (Project)	-	12,000	12,000	12,000	12,000
601-70-00-5530 Engineering	10,513	15,000	15,000	15,000	15,000
601-70-00-5561 Contractual Services	6,000	6,000	6,000	-	-
Total Professional Services	102,259	92,000	132,000	166,500	107,000
% of Revenue	4.51%	2.48%	3.42%	6.37%	4.09%



FY 2018-2019 Annual Budget

City Project/Services

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Forecast
601-70-00-5574 City Project Grants	57,450	83,250	50,000	66,600	53,280
601-70-00-5575 City Shared Services	-	7,050	7,050	7,500	7,500
601-70-00-5596 Main Street Program Support	40,000	50,000	50,000	50,000	50,000
601-70-00-5598 City Administrative Services	37,972	18,000	18,000	18,000	18,000
Total Project/Service	135,422	158,300	125,050	142,100	128,780
% of Revenue	5.97%	4.27%	3.24%	5.44%	4.93%



FY 2018-2019 Annual Budget

Projects/Programs/Grants

	2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
	Actual	Budget	Projected	Budget	Forecast
601-70-00-5640 SPL BIG Grants	46,024	50,000	-	50,000	50,000
601-70-00-5641 SPL Education and Workforce C	6,614	30,000	30,000	30,000	30,000
601-70-00-5642 SPL Entrepreneurial and Small	9,249	20,000	20,000	20,000	20,000
601-70-00-5643 SPL Retail Recruiting	-	25,000	25,000	24,000	25,000
601-70-00-5644 380 Agreements Reimburseme	342,127	360,000	375,000	385,000	375,000
601-70-00-5645 Water Rights Prop Funding	60,000	60,000	60,000	60,000	60,000
601-70-00-5646 Land Grants/Rebates	46,686	28,050	33,051	83,010	9,364
601-70-00-5649 SPL Disaster Relief Grants	-	10,000	-	10,000	10,000
601-70-00-5650 SPL Business Retention & Expa	1,963	10,000	10,000	5,000	7,500
601-70-00-5690 Cash Incentives	-	-	-	123,535	-
601-70-00-5691 Closing Cost RE	-	21,562	21,562	25,000	-
Total Projects/Programs/Grants	450,776	514,612	524,613	715,545	486,864
% of Revenue	19.87%	13.87%	13.59%	27.38%	18.63%



FY 2018-2019 Annual Budget

Infrastructure Projects

		2016-2017	2017-2018	2017-2018	2018-2019	2019-2020
		Actual	Budget	Projected	Budget	Forecast
601-70-00-5580	Expense - BIP Technology/MLK	-	103,200	103,200	-	-
601-70-00-6713	Downtown Trail Expansion	35,782	409,500	15,000	629,218	-
601-70-00-6714	921 Main Street Redevelopment	46,601	40,000	-	-	-
601-70-00-6715	BIP Technology/MLK Infrastructure	-	1,496,800	150,000	1,346,800	-
601-70-00-6716	Agnes/Home Depot Way Infrastructure	-	1,200,000	1,200,000	-	-
	Total Infrastructure Projects	82,383	3,249,500	1,468,200	1,976,018	-



FY 2018-2019 Annual Budget

Debt Service

	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget	2019-2020 Forecast
601-70-00-5610 (Debt) Issuance Cost		45,000	48,000	-	-
601-70-00-7133 C of O Series 2013 principal	70,000	71,000	71,000	76,000	79,000
601-70-00-7134 C of O Series 2013 Interest	98,700	96,599	96,599	94,469	91,429
601-70-00-7137 C of O Series 2010 principal	45,110	46,498	46,498	49,274	49,968
601-70-00-7138 C of O Series 2010 Interest	32,013	9,503	9,503	7,876	6,152
601-70-00-7151 GO Refunding Series 2014 prin	-	-	-	-	-
601-70-00-7152 GO Refunding Series 2014 Inte	-	-	-	-	-
601-70-00-7155 GO Refunding Series 2017 prin	-	-	-	-	-
601-70-00-7156 GO Refunding Series 2017 inte	-	19,000	20,000	20,000	20,000
601-70-00-7501 C of O Series 2008A principal	370,000	-	-	-	-
601-70-00-7502 C of O Series 2008A Interest	16,828	-	-	-	-
601-70-10-7097 Interest Expense on FNB Notes	46	500	500	500	500
601-70-10-7603 Bond Principal 2006	50,000	55,000	55,000	55,000	55,000
601-70-10-7604 Bond Interest 2006	9,912	7,607	7,607	5,071	2,536
601-70-10-7605 Bond Principal 2018		48,750	-	60,000	70,000
601-70-10-7606 Bond Interest 2018		27,023	-	48,731	40,341
Total Debt Service	692,609	426,480	354,707	416,921	414,925
% of Revenue	30.54%	11.50%	9.19%	15.96%	15.88%



FY 2018-2019 Annual Budget

Miscellaneous/Contingency

	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget	2019-2020 Forecast
601-70-00-5900 Contingency	-	25,000	-	25,000	25,000
Total Miscellaneous/Contingency	-	25,000	-	25,000	25,000



FY 2018-2019 ANNUAL WORK PLAN

REVENUE

The City is increasing expected sales and use tax revenues for FY 2018-2019 by 3% over this year's projections, making the EDC's budgeted amount \$2,445,220. Total FY 2019 revenues are estimated at \$2,613,020. The EDC budget year runs from October 1, 2018 to September 30, 2019.

Sales Tax 601-00-00-4005

The EDC's primary revenue source is the collection of a one-half (1/2) cent sales and use tax within the corporate limits of the City of Bastrop. The City of Bastrop's Finance Director provides the EDC with a budgetary estimate for each fiscal year. EDC staff tracks sales tax collections closely throughout the year and performs analysis of the market, trends, economy and local sales tax drivers.

Lease Agreement (Cell Tower) 601-00-00-4047

The EDC has a five-year renewable lease on a cell tower site in the Bastrop Business and Industrial Park. The five-year lease is paid in a lump sum every five years with a built-in escalator. The current five-year lease rate is \$69,000, accrued at \$13,800 annually, and expires in September 2020. If the lease is renewed at that time, the amount will be \$79,350, or \$15,870 annually.

Rent Income (921 Main Street) 601-70-00-xxxx

This will be a new line item in FY 2018-2019 to receive income for rental space at 921 Main.

Interest Income 601-00-00-4400

Idle EDC funds and reserves are invested according to the EDC and City of Bastrop investment policies and earn a nominal annual interest rate. By the end of FY 2018, the EDC will have \$550,000 (25% or a 90-day reserve) invested in a two-year certificate of deposit ladder. By the end of FY 2019, that amount will be increased to \$600,000, for 25% (or 90-day reserve) of \$2,400,000 in revenue. The balance of funds is invested in a pool account with TexPool and Texas CLASS. Up to \$250,000 (FDIC insured funds) are maintained at First National Bank of Bastrop in the EDC operating account.

Interest Income on Notes 601-00-00-4401

The EDC has an outstanding loan which generates a nominal amount of annual interest revenue.

2018 Bond Proceeds 601-00-00-4810

This is the line item where the 2018 bond issuance was received.

Real Estate Proceeds 601-00-00-4512

Upon closing on the Granite & Stone agreement, the EDC will receipt a \$215,622 payment for the property in the Bastrop Business & Industrial Park. After closing on the lot that Bastrop County plans to purchase in the Park (which is expected to occur in FY 2018-2019 after completion of the detention pond), another \$100,000 will be received into this account.



FY 2018-2019 ANNUAL WORK PLAN

ADMINISTRATION

Administration is the employment cost of EDC staff.

BEDC Operational Salaries 601-70-00-5101

Salaries and hourly pay for EDC staff.

Longevity 601-70-00-5116

Annual incentive pay for years of service.

Overtime 601-70-00-5117

Overtime pay of hourly EDC staff.

Social Security 601-70-00-5150

EDC share of social security burden.

Retirement 601-70-00-5151

EDC and employees pay into Texas Municipal Retirement System (TMRS) at a 2 to 1 - 6% match.

Group Insurance 601-70-00-5155

Health insurance and other benefits provided to employees by the EDC.

Workers Compensation 601-70-00-5156

Workers compensation insurance for employees of the EDC.

Auto Allowance 601-70-00-5606

The Executive Director is typically provided an auto allowance to compensate for providing transportation in conducting the duties of employment.



FY 2018-2019 ANNUAL WORK PLAN

OPERATIONS

Operations cost associated with the day-to-day operations of the EDC office and assets.

Operational Supplies 601-70-00-5201

General office, copier and miscellaneous supplies for the day-to-day operations of the EDC.

FY 2019 - \$7,000

General office supplies - \$250 per month

Copier and supplies - \$250 per month

Other supplies - \$1,000 annually

Postage 601-70-00-5203

General mailing and postage.

Office Equipment 601-70-00-5206

Office and technology replacement and upgrades. Staff is anticipating the need for additional furniture for the new office space as well as a cell phone and computer or tablet for the new executive director.

FY 2019 - \$16,000

Computers/Tablets/iPads - \$3,000

Cell phone for new executive director - \$500

TV/Projectors/Monitors - \$2,000

AV equipment - \$2,000

Desktop scanner (for Laserfiche) - \$1,500

Other equipment - \$2,000

Furniture for new offices - \$5,000

Maintenance of Equipment 601-70-00-5301

Maintenance and repair of existing equipment owned by the EDC.

Industrial Park Maintenance 601-70-00-5331

The EDC maintains the entrance, right-of-way, and other associated maintenance of the Business & Industrial Park. In order to streamline Business Park maintenance, the EDC hired a private

contractor for mowing the Park entrance and right-of-way, shredding, and other mowing services. Additional maintenance is provided on an as-needed basis.

Building Repairs & Maintenance 601-70-00-5345

The costs associated with monthly office cleaning and other maintenance of the EDC offices, expected to increase with the new office space.

Communications 601-70-00-5401

Office phones and the service plans on mobile phones/tablets and internet service provided through the EDC agreement with the City of Bastrop Administrative Services contract. This is an actual cost reimbursement to the city.

Office Lease/Rent 601-70-00-5402

Annual cost of leased office space. The Board Treasurer agreed we should be prepared for a two-month overlap (April/May 2019) as the EDC moves its offices to 921 Main.

Utilities 601-70-00-5403

Costs associated with office utility service. (A two-month overlap is included in utilities, as well.)

Property Insurance 601-70-00-5540

The EDC is an additional insured on the City of Bastrop policy. This is an actual cost reimbursement to the city.

Dues, Subscriptions, & Publications 601-70-00-5615

The EDC maintains dues, subscriptions, & publications that further the EDC mission. For FY 2018-2019, all subscriptions to software services have been transferred from professional services to this cost code.

FY 2019 - \$24,000

Dues - \$10,500

Professional & Marketing Associations

Texas Economic Development Council (TEDC) x4

Team Texas

Southern Economic Development Council (SEDC) x1

International Economic Development Council (IEDC) x3

Regional/National Associations

International Council of Shopping Centers (ICSC) x3

Commercial Investment Brokers (CIB)

Industrial Asset Management Council (IAMC)

Local Dues

Bastrop Chamber of Commerce
Smithville Chamber of Commerce
Bastrop County Board of Realtors (BCBOR)

Subscriptions - \$13,295

EDSuite (Website hosting)
Internet Domain Renewals
Retail Lease Trac
Impact Data Source
Executive Pulse CRM/PMS

Publications - \$205

Austin Business Journal
Bastrop Advertiser

Bonds for BEDC Officers & Staff 601-70-00-5631

The EDC bonds its officers and staff.

Opportunity Austin 601-70-00-5689

Regional economic development marketing partnership operated by the Austin Chamber of Commerce.



FY 2018-2019 ANNUAL WORK PLAN

MARKETING AND ADVERTISING

Local Government Code Section 505.103 (Limitation on Use of Revenues for Promotional Purposes) limits the amount a Type B corporation may spend for promotional purposes to no more than 10 percent of corporate revenues.

Each of the Marketing cost codes is defined below and allocated for various marketing initiatives. Traditionally, the EDC allocates 4% to 5% of revenue for Marketing and Advertising.

Bastrop employs a heavy emphasis on marketing initiatives toward end users, commercial brokers and site consultants, with a limited approach on traditional and print marketing and a greater emphasis on digital and social media marketing.

Marketing Travel 601-70-00-5603

Travel and expenses used to market Bastrop to Type A & B end-users, developers, commercial real estate brokers, and site consultants. Most events are held outside the Austin Metro region.

Business Development 601-70-00-5604

The EDC hosts and participates in events to promote economic development within the Bastrop market.

Training Travel 601-70-00-5605

Similar to marketing travel, EDC board and staff participate in training to gain knowledge and expertise in economic development. Having an Executive Director who is a Certified Economic Developer includes a continuing education component in order to maintain certification. EDC staff participates in annual training related to economic development (i.e., Oklahoma University Economic Development Institute (OU EDI), the Texas Economic Development Council (TEDC) Basic Economic Development Course and Sales Tax Workshop, International Economic Development Council (IEDC) and TEDC courses and webinars, and other trainings as available.)

Billboards 601-70-00-5611

The EDC previously had a billboard located at the entrance to the Business Park. It was removed for the Hwy 71/95 construction, and it is not anticipated to be replaced.

Local/Misc Advertising & Sponsorships 601-70-00-5633

Marketing and sponsorships within the Bastrop market area are funded through this cost code.

National/Regional Advertising & Marketing 601-70-00-5634

Traditional and digital marketing for building the brand of the EDC. Primarily, two print ads (the Texas Economic Development Guide produced by the Governor's Office and the Greater Austin Economic Development Guide produced by the Austin Chamber of Commerce), marketing sponsorships, collateral development and publication, trade show participation, and other related marketing on a national and regional scale.

Regional Advertising 601-70-00-5635

This cost code was combined with National Advertising in the FY 2017-2018 budget year.

Digital Advertising & Marketing 601-70-00-5636

As marketing has gone more digital, this cost code is used for developing materials and promoting the EDC through digital advertising formats.

Special Advertising and Marketing 601-70-00-5637

As the EDC has developed its brand and presence, singular opportunities arise for the EDC to promote Bastrop, such as familiarization (FAM) tours and the EDC hosting the Opportunity Austin Regional Partners Meeting.

Targeted Marketing 601-70-00-5700

This cost code was discontinued in the FY 2016-2017 budget year; funds were reallocated to National/Regional, Digital and Special Advertising and Marketing.



FY 2018-2019 ANNUAL WORK PLAN

PROFESSIONAL SERVICES

The EDC contracts for various services with professionals and firms for specific projects and tasks.

Professional Services 601-70-00-5505

Professional services provided by various professionals and firms.

FY 2019 - \$99,500

Strategic Plan

EDSuite - Website hosting

Site Location Partnership - “Type A” recruiting (primary job specific)

Land Appraisals

Other Professional Services

Audit 601-70-00-5518

The EDC’s audit is typically done as part of the City’s. This year, the EDC is budgeting for a report separate from the City’s, so there will be an extra cost associated with that.

Legal (Administrative) 601-70-00-5525

Recurring legal expenses.

Legal (Project) 601-70-00-5526

Project-related legal expenses.

Engineering 601-70-00-5530

Non-project engineering services.

Contractual Services 601-70-00-5561

Kershaw parking lot lease. There are currently no plans for the EDC to renew the lease for FY 2018-2019.



FY 2018-2019 ANNUAL WORK PLAN

CITY PROJECTS/SERVICES

The EDC contracts annually for services from the City of Bastrop.

City Project Grants 601-70-00-5574

As the EDC prepared the FY 2018 budget, it was noted that the cost to maintain the community entry monuments and Hwy 71 right-of-way was not an authorized use of EDC funds. To correct this situation, the EDC agreed to fund \$83,250 towards an eligible project in FY 2018, with an agreed reduction of 20% in subsequent budget years. This arrangement allows the City to absorb the reduction in revenue with an eligible project offset. The EDC now contracts directly for maintenance of the Bastrop Business & Industrial Park with a private contractor.

FY 2018 - \$83,250

FY 2019 - \$66,600

FY 2020 - \$49,950

FY 2021 - \$33,300

FY 2022 - \$16,650

City of Bastrop Shared Services 601-70-00-5575

City of Bastrop Administrative Services 601-70-00-5598

The City of Bastrop provides administrative and shared services to the EDC. Administrative Services include the finance, human resources, and information technology (IT) departments. Shared Services include recurring and contractual services which the EDC utilizes and receives benefit from, such as maintenance of software shared with the City. For FY 2018-2019, the EDC is budgeting \$18,000 for Administrative Services and \$7,500 for Shared Services.

Main Street Program Support 601-70-00-5596

The Bastrop Main Street Program is an invaluable partner with the EDC in supporting the merchants and development of our historic downtown. Main Street staff provide business retention and expansion, marketing, recruiting, and small business development within the Main Street area. With the launch of Visit Bastrop and an increased focus on tourism, the Main Street Program is playing a significant role in the vitality of historic downtown Bastrop. For FY 2019, the EDC is continuing the commitment of \$50,000 to the Main Street Program.



FY 2018-2019 ANNUAL WORK PLAN

PROJECTS/PROGRAMS/GRANTS

Projects, programs and grants administered by the EDC.

SPL Business Improvement Grant 601-70-00-5640

Program guidelines for the Business Improvement Grant program were adopted in FY 2016-2017 to assist building owners throughout Bastrop in improving building facades, ADA compliance, and other approved expenditures. In FY 2017-2018, the Board decided to suspend the program while the guidelines were reviewed and modified. Staff is budgeting \$50,000 for FY 2018-2019, in anticipation of the new guidelines being approved.

SPL Education and Workforce Development 601-70-00-5641

Designed to assist with developing a skilled workforce for Bastrop employers, the Bastrop Youth Career Day is the signature program educating high school students about entering the workforce in Bastrop. The event has received both a Workforce Excellence Award from the Texas Economic Development Council and a Silver Award for Human Capital from the International Economic Development Council. EDC staff is working with Bastrop ISD to extend the program to the middle schools as the students participate in their career portal classes. This is also where the Chmura JobsEQ software is budgeted, which is used for running reports and gathering data related to Bastrop's workforce.

SPL Entrepreneurial and Small Business Development 601-70-00-5642

In cooperation with the Main Street Program, Chamber of Commerce and other partners, the EDC has produced several trainings throughout the year for small business and marketing initiatives to promote the BuyBastropTX and shop local campaigns. The annual Launch small business workshops is just one example of those trainings.

SPL Retail Recruiting 601-70-00-5643

In the past, the EDC has contracted for data specific to retail and recruiting services under Professional Services. We have participated in various retail recruiting events under National/Regional Marketing & Advertising. In FY 2018, a specific SPL cost code was created for retail recruiting. With the launch of Visit Bastrop and in support of downtown business recruiting, the EDC continues its focus on enhancing Bastrop's retail environment as a destination.

380 Agreements Reimbursement 601-70-00-5644

The EDC has two outstanding performance agreements for sales tax rebates: one with Burleson Crossing and another with Buc-ee's.

Water Development Funding 601-70-00-5645

The voters approved the EDC funding water development in November 2011. The EDC entered into an agreement with the City of Bastrop in 2014 to fund \$60,000 a year for ten years.

Land Grant/Rebates 601-70-00-5646

Historically, land grants/rebates have been the EDC's primary economic development tool for primary job creation. This cost code is where those rebates are budgeted.

SPL Disaster Relief Grant 601-70-00-5649

The EDC sets aside \$10,000 for a grant program to provide immediate assistance to businesses during or following a natural disaster. The funds are to be used as quick response funds to assist businesses in quickly reopening. Program guidelines are in development.

SPL Business Retention & Expansion 601-70-00-5650

The Business Retention & Expansion (BRE) program relaunched in 2016 with an emphasis on visiting a mix of primary and non-primary employers in Bastrop and the surrounding area.

Cash Incentives 601-70-00-5690

To improve the EDC's competitiveness and to incentivize projects outside the Business Park, the EDC considered offering cash incentives for capital investment and job creation. This was a new cost code for FY 2017-2018, not to be funded until an economic development agreement was executed containing such an incentive. Upon approval of an agreement with 921 Bastrop, LLC, for the lease at 921 Main Street, this is where those incentives funds will be coded. Staff has budgeted \$123,535 in anticipation of that agreement.

Closing Cost Real Estate 601-70-00-5691

Closing costs related to real estate transactions.



FY 2018-2019 ANNUAL WORK PLAN

INFRASTRUCTURE PROJECTS

The EDC has budgeted for three Capital Improvement Projects (CIP) for the upcoming year.

Downtown Trail Expansion 601-70-00-6713

The project will create a 1.8-mile loop from downtown to Hwy 71 and back, increasing the connectivity for those who enjoy outdoor recreational activities in the area. It will also establish an existing trail that TxDOT will tie into when they build frontage roads across the Colorado River.

Most of the funds have been rolled to the FY 2019 budget year, but with the likelihood that a significant portion of the project will be funded through grants provided by Keep Bastrop County Beautiful and CAMPO, staff expects to have funds left over.

BIP Technology/MLK Infrastructure 601-70-00-6715

The EDC budgeted \$1.6 million from cash reserves to complete the second ingress/egress into the Business Park, bringing the EDC into compliance with the City of Bastrop's development regulations and creating 10.5 acres of additional shovel-ready property. Engineering is still being done on the project, so most of these funds are being reallocated to the FY 2018-2019 budget.

Agnes/Home Depot Way Infrastructure 601-70-00-6716

This project extends Agnes from Home Depot Way at FM 304 east by approximately 1/2 mile. The estimate for the project of \$1.2 million is being funded through a 2018 debt issuance. The project supports new and expanded business enterprise with the development of Seton Neighborhood Hospital and additional retail development. These funds have been placed in a designated bond fund and do not affect the operational budget.

Expense – BIP Technology/MLK 601-70-00-5580

Cost code where the EDC paid for running fiber into the Business Park.

921 Main Street Redevelopment 601-70-00-6714

The FY 18 budget was amended in the amount of \$40,000 to pay for interim remediation of the lot at 921 Main. With the current plan of placing a building on the site, this expense has become unnecessary. The EDC agreed to fund \$123,525 for certain costs related to the 921 Main Project; those funds have been reallocated to the "Cash Incentives" line item for FY 2018-2019.



FY 2018-2019 ANNUAL WORK PLAN

DEBT SERVICE

The EDC has several outstanding debt issuances. In July 2018, the EDC issued \$1.2 million to fund the Agnes Extension infrastructure project; an updated debt service schedule is attached.

Bastrop EDC

Sales Tax Revenue Bonds

Series 2018

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/03/2018	-	-	-	-	-
02/15/2019	-	-	26,131.25	26,131.25	-
08/15/2019	60,000.00	3.390%	21,187.50	81,187.50	-
09/30/2019	-	-	-	-	107,318.75
02/15/2020	-	-	20,170.50	20,170.50	-
08/15/2020	70,000.00	3.390%	20,170.50	90,170.50	-
09/30/2020	-	-	-	-	110,341.00
02/15/2021	-	-	18,984.00	18,984.00	-
08/15/2021	70,000.00	3.390%	18,984.00	88,984.00	-
09/30/2021	-	-	-	-	107,968.00
02/15/2022	-	-	17,797.50	17,797.50	-
08/15/2022	70,000.00	3.390%	17,797.50	87,797.50	-
09/30/2022	-	-	-	-	105,595.00
02/15/2023	-	-	16,611.00	16,611.00	-
08/15/2023	75,000.00	3.390%	16,611.00	91,611.00	-
09/30/2023	-	-	-	-	108,222.00
02/15/2024	-	-	15,339.75	15,339.75	-
08/15/2024	75,000.00	3.390%	15,339.75	90,339.75	-
09/30/2024	-	-	-	-	105,679.50
02/15/2025	-	-	14,068.50	14,068.50	-
08/15/2025	80,000.00	3.390%	14,068.50	94,068.50	-
09/30/2025	-	-	-	-	108,137.00
02/15/2026	-	-	12,712.50	12,712.50	-
08/15/2026	85,000.00	3.390%	12,712.50	97,712.50	-
09/30/2026	-	-	-	-	110,425.00
02/15/2027	-	-	11,271.75	11,271.75	-
08/15/2027	85,000.00	3.390%	11,271.75	96,271.75	-
09/30/2027	-	-	-	-	107,543.50
02/15/2028	-	-	9,831.00	9,831.00	-
08/15/2028	90,000.00	3.390%	9,831.00	99,831.00	-
09/30/2028	-	-	-	-	109,662.00
02/15/2029	-	-	8,305.50	8,305.50	-
08/15/2029	90,000.00	3.390%	8,305.50	98,305.50	-
09/30/2029	-	-	-	-	106,611.00
02/15/2030	-	-	6,780.00	6,780.00	-
08/15/2030	95,000.00	3.390%	6,780.00	101,780.00	-
09/30/2030	-	-	-	-	108,560.00
02/15/2031	-	-	5,169.75	5,169.75	-
08/15/2031	100,000.00	3.390%	5,169.75	105,169.75	-
09/30/2031	-	-	-	-	110,339.50
02/15/2032	-	-	3,474.75	3,474.75	-
08/15/2032	100,000.00	3.390%	3,474.75	103,474.75	-
09/30/2032	-	-	-	-	106,949.50

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Bastrop EDC

Sales Tax Revenue Bonds

Series 2018

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2033	-	-	1,779.75	1,779.75	-
08/15/2033	105,000.00	3.390%	1,779.75	106,779.75	-
09/30/2033	-	-	-	-	108,559.50
Total	\$1,250,000.00	-	\$371,911.25	\$1,621,911.25	-

Yield Statistics

Bond Year Dollars	\$10,970.83
Average Life	8.777 Years
Average Coupon	3.3900000%
Net Interest Cost (NIC)	3.3900000%
True Interest Cost (TIC)	3.3894483%
Bond Yield for Arbitrage Purposes	3.3894483%
All Inclusive Cost (AIC)	3.9295248%

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Net Interest Cost	3.3900000%
Weighted Average Maturity	8.777 Years



FY 2018-2019 ANNUAL WORK PLAN

CONTINGENCY

The EDC budgets \$25,000 annually to cover unforeseen expenses. Contingency transfers are governed by the EDC's Internal Financial Control Policies.
