

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF  
 BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)  
 Monday, September 20, 2021 – 5:00 P.M.  
 Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

**1. CALL TO ORDER**

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 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.  
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**2. PUBLIC COMMENT(S)**

**3. REGULAR BUSINESS & PRESENTATIONS**

- 3.1. Approval of meeting minutes from the Regular BEDC Board Meeting of August 16, 2021. **(page 3)**
- 3.2. Acceptance of financial report provided by City of Bastrop’s Chief Financial Officer for period ending August 2021. **(page 6)**
- 3.3. Discussion and possible action regarding the sale of the building located at 921 Main Street and leased by the Art Institute. **(page 14)**
- 3.4. Discussion and possible action regarding renewal of an Administrative and Shared Services Agreement by and between the City of Bastrop and the BEDC. **(page 15)**
- 3.5. Discussion and possible action regarding the Main Street Agreement by and between the City of Bastrop and the BEDC. **(page 19)**
- 3.6. Discussion and possible action on the First Amended Development Agreement between the City of Bastrop, Texas, and the Bastrop Economic Development Corporation originally executed in 2013. Presentation will be made by City Manager Paul Hofmann and Assistant City Manager Trey Job. **(page 27)**
- 3.7. Update of BEDC projects under review by the City of Bastrop Planning and Development Department. Presentation will be made by City Manager Paul Hofmann and Assistant City Manager Trey Job. **(page 46)**
- 3.8. Receive updates from BEDC staff, including: Capital Area Economic Development District Committee meeting; Business and Industrial Park re-platting meetings with City Planning Department; planning meeting for the October Joint City Council/BEDC Board meeting; bi-weekly meetings with the City; continued participation in Bastrop Development Review Committee meetings; IEDC (International Economic Development Council) Economic Development Credit Analysis Course (Angela); ARCIT (Association of Rural Communities in Texas) Annual Conference; Joint City Council/BEDC Board meeting; and BEST Breakfast hosted by BEDC. **(page 55)**

**4. EXECUTIVE SESSION**

- 4.1. The Bastrop EDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

(1) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on Projects – South Forty and Fiesta.

(2) **Section 551.074** Personnel Matters – Discussion on Chief Executive Officer Position.

4.2. The Bastrop EDC Board of Directors will reconvene into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein.

## 5. ADJOURNMENT

### CERTIFICATE

I, Angela Ryan, Operations Manager of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC's website on this the 17th of September 2021 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

Angela Ryan

Angela Ryan, BEDC Operations Manager

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

**Agenda Item: 3.1**

**AGENDA MEMORANDUM**

Meeting Date: September 20, 2021

Agenda Item: Approval of meeting minutes from the Regular BEDC Board Meeting of August 16, 2021.

Prepared by: BEDC Staff

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Attached for the Board's review are the meeting minutes from the board meeting on August 16, 2021.

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**Recommendation** – Approve the meeting minutes as submitted.

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



**BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)**  
**BOARD OF DIRECTORS**  
**Minutes of Monthly Meeting, August 16, 2021**  
**Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

The Bastrop Economic Development Corporation (BEDC) met on Monday, August 16, 2021, at 5:00 p.m. for a Regular Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Kathryn Nash, Kevin Plunkett, Sam Kier, Bill Gossett, Connie Schroeder, Ron Spencer, and Jeff Haladyna. Staff members present: Genora Young, Angela Ryan and Jean Riemenschneider. BEDC Attorney Clarissa Rodriguez was also present.

**1. CALL TO ORDER** – Board Chair Kathryn Nash called the meeting to order at 5:00 p.m.

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

**3. REGULAR BUSINESS & PRESENTATIONS**

- 3.1. Approval of meeting minutes from the Joint Meeting with City Council on July 12, 2021, the Regular Board Meeting of July 19, 2021, and Special Board Meeting of July 26, 2021. There were two changes to the minutes of July 26, 2021: clarification that the \$164,000 for the downtown lighting project would be a separate line item, not under the Main Street Program; and the exact wording of the mission statement. Mr. Plunkett made the motion to approve the three sets of minutes as edited, Ms. Schroeder seconded, and the motion passed.
- 3.2. Acceptance of financial report provided by City of Bastrop's Chief Financial Officer for period ending July 2021. Mr. Kier made the motion to approve the financial report as submitted, Mr. Plunkett seconded, and the motion passed.
- 3.3. Discussion and possible action regarding the sale of the building located at 921 Main Street and leased by the Art Institute. The Board discussed options for selling the building and then chose to consult with the BEDC attorney in executive session.
- 3.4. Discussion and possible action on Resolution R-2021-0010 authorizing the execution of a Professional Services Agreement with Corix Utilities to perform a wastewater study in Bastrop's extraterritorial jurisdiction (ETJ). John Chisholm with Corix Utilities participated virtually. After discussion, Mr. Plunkett made the motion to approve the resolution, Mr. Kier seconded, and the motion passed.
- 3.5. Presentation, discussion and possible action about partnering with the Bastrop Chamber of Commerce and Visit Bastrop to host a career fair. Susan Smith, President and CEO of Visit Bastrop, and Becki Womble, President and CEO of the Bastrop Chamber of Commerce, both addressed the Board regarding their preliminary plans to hold a Career Fair at the Bastrop Convention Center, as well as the possibility of the BEDC participating in the event. After discussion, it was the consensus that more information would be needed prior to the Board making a decision.
- 3.6. Discussion and possible action regarding BEDC's proposed budget for Fiscal Year 2021/2022, including action to modify the proposed budget and to adopt the FY 2022 budget, as proposed or modified. Ms. Young and Ms. Ryan explained the latest draft of the budget and answered questions. Mr. Kier made the motion to approve the FY 2022 budget, Mr. Gossett seconded, and the motion passed.
- 3.7. Receive updates from BEDC staff – EDA (Economic Development Administration) webinars through CAPCOG (Capital Area Council of Governments); Regional

Broadband Roundtable; CAEDD (Capital Area Economic Development District) quarterly meeting; bi-weekly meetings with the City; ARCIT (Association of Rural Communities in Texas); and continued participation in Bastrop Development Review Committee meetings. Ms. Young gave an update to the Board.

- 3.8. **A. Open Public Hearing** for the purpose of providing the general public with information concerning a proposed economic development project being considered by the BEDC, and for receiving public input regarding same, as follows: Pursuant to LGC Section 505.158, the BEDC is proposing to expend Type B economic development funds to undertake and to fund a Performance Agreement with Moca Ventures Nebraska, LLC, in an amount not to exceed \$900,000 for development of an office complex and campus for engineering software and additional business development and expansion in the Bastrop Business and Industrial Park. The Public Hearing was opened at 5:01 p.m. There were no comments from the public. Shawn Sinner, the President and Chief Revenue Officer of MOCA Financial, Inc., introduced team members to the Board and spoke about the project.

**B. Close Public Hearing.** The Public Hearing was closed at 5:12.

- 3.9. Discussion and possible action on Resolution R-2021-0011 approving an amended performance agreement with Moca Ventures Nebraska, LLC (formerly known as John Baasch Augers and Flighting Inc. and Project Swipe). Mr. Spencer made the motion to approve the resolution and Mr. Kier seconded. The motion passed by unanimous vote.

#### 4. EXECUTIVE SESSION

- 4.1. At 6:27 p.m., the BEDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

- (1) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on Projects – Walk of Fame; South Forty; Super Glue; and Fiesta.
- (2) **Section 551.071** Consultation with Attorney regarding lawsuit filed by former Chief Executive Officer Cox against the Bastrop EDC.
- (3) **Section 551.074** Personnel Matters – Discussion on Chief Executive Officer Position.
- (4) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property; **551.071** Consultation with Attorney – Sale of building located at 921 Main Street.

- 4.2. At 8:10 p.m., the BEDC Board of Directors reconvened into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein. There was no action taken.

5. **ADJOURNMENT** – Ms. Schroeder made the motion to adjourn the meeting and Mr. Spencer seconded. The board meeting was adjourned at 8:11 p.m.

APPROVED: \_\_\_\_\_  
Kathryn Nash, Board Chair

ATTEST: \_\_\_\_\_  
Angela Ryan, Operations Manager



**Agenda Item: 3.2**

**AGENDA MEMORANDUM**

Meeting Date: September 20, 2021

Agenda Item: Acceptance of August 2021 financial report provided by City of Bastrop’s Chief Financial Officer.

Prepared by: Tracy Waldron, City of Bastrop CFO

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Attached for the Board’s review and consideration is the BEDC financial summary report for the period ending August 2021.

Attachment:  
August 2021 Financial Report

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**Recommendation** – Accept the financial summary report as submitted.

**[RECOMMENDED MOTION]** – I move to accept the August 2021 BEDC financial report as submitted.



# Bastrop Economic Development Corporation

Financial Summary  
For Period Ending  
Aug 2021

**bastrop**

**E D C**

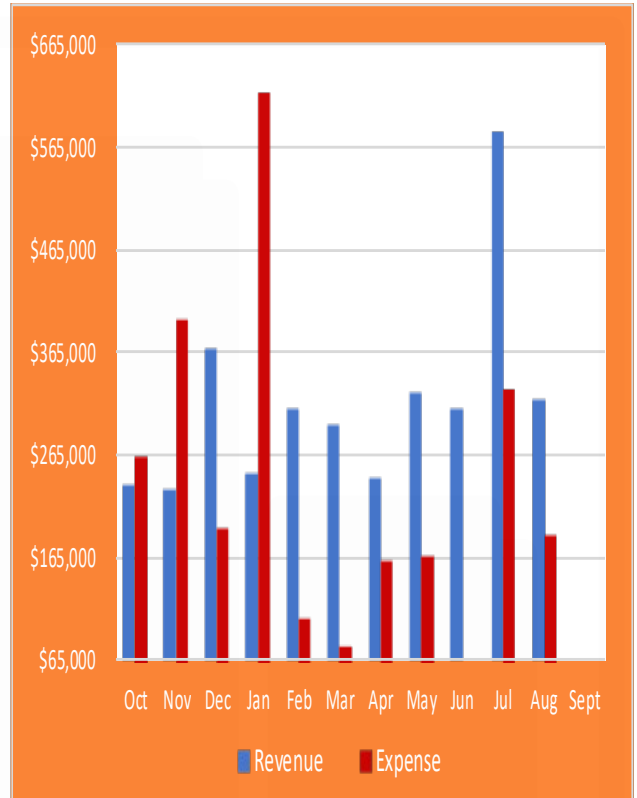




# Summary of Revenues and Expenditures

## As of Aug. 31, 2021

<u>Month</u>	FY2021 <u>Revenue</u>	FY2021 <u>Expense</u>	Monthly <u>Variance</u>
Oct	\$ 235,414	\$ 264,145	\$ (28,731)
Nov	229,727	396,078	\$ (166,351)
Dec	367,034	195,297	\$ 171,737
Jan	245,860	615,651	\$ (369,791)
Feb	307,909	106,755	\$ 201,154
Mar	292,659	80,764	\$ 211,895
Apr	241,508	163,330	\$ 78,178
May	324,019	168,517	\$ 155,502
Jun	308,819	57,552	\$ 251,267
Jul	576,737	329,326	\$ 247,411
Aug	316,556	187,059	\$ 129,497
Sept			\$ -
<b>Total</b>	<b>\$ 3,446,242</b>	<b>\$ 2,564,474</b>	<b>\$ 881,768</b>



Positive

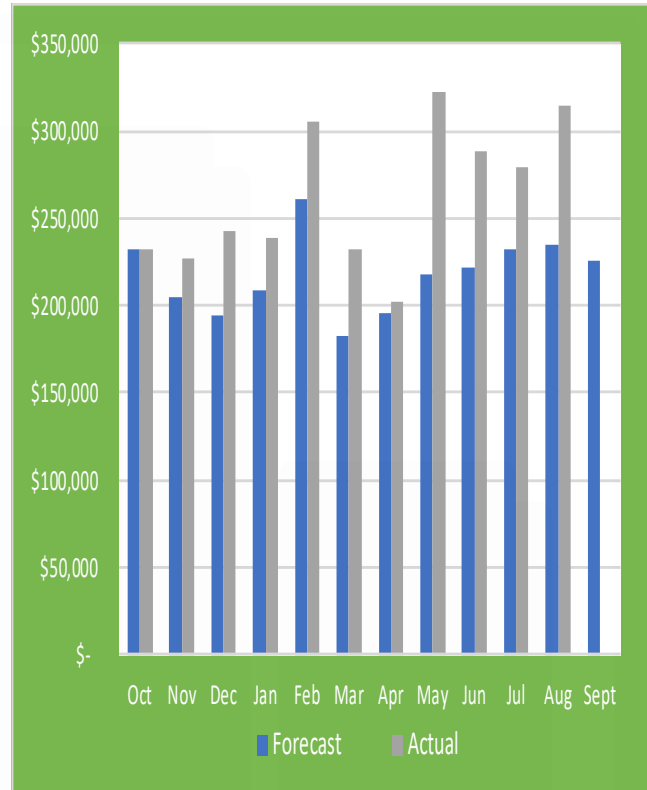
October was adjusted by the last draw from the Roscoe Bank loan for 921 Main St. project of \$120,000 which was reclassified to the loan liability account. The expenses are lower now that the capital projects are completed. The March revenue includes \$56,250 in 921 rental revenue that cover Jan-March rent payments. The Art Institute paid the finish out invoice in July which explains the higher amount.



## Summary of Sales Tax Revenue

### As of Aug. 31, 2021

Month	FY2021 Forecast	FY2021 Actual	Monthly Variance
Oct	\$ 232,480	\$ 232,437	\$ (43)
Nov	205,073	227,506	\$ 22,433
Dec	193,970	242,312	\$ 48,342
Jan	208,509	239,340	\$ 30,831
Feb	260,635	304,769	\$ 44,134
Mar	182,444	231,987	\$ 49,543
Apr	195,478	202,420	\$ 6,942
May	217,404	322,437	\$ 105,033
Jun	221,541	288,517	\$ 66,976
Jul	232,748	278,814	\$ 46,066
Aug	234,572	315,003	\$ 80,431
Sept	226,346		
<b>Total</b>	<b>\$ 2,611,200</b>	<b>\$ 2,885,542</b>	<b>\$ 500,688</b>
Forecast YTD	\$ 2,384,854		
Actual to Forecast	\$ 500,688	21.0%	



Positive

Sales Tax revenue is 89% of total revenue (excluding grant proceeds). The amount 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 21%. This budget was conservative due to the volatility of this revenue source.

# Expenditures Budget to Actual Comparison

## As of Aug. 31, 2021

### OPERATING EXPENDITURES COMPARISON

<u>Category</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Personnel	\$ 401,077	\$ 298,183	\$ 102,894
Supplies & Material	11,283	1,404	\$ 9,879
Maintenance & Repairs	14,680	14,784	\$ (104)
Occupancy	51,800	48,414	\$ 3,386
Contractual Service	379,032	294,980	\$ 84,052
Marketing/Advertising	1,621,921	869,648	\$ 752,273
Contingency	-	-	\$ -
Debt Service	444,691	404,424	\$ 40,267
<b>Total</b>	<b>\$ 2,924,484</b>	<b>\$ 1,931,837</b>	<b>\$ 992,647</b>

Forecast to Actual % 33.94%

Positive

The forecast to actual comparison is a positive 34% year-to-date.

# Expenditures Budget to Actual Comparison

## As of July 31, 2021

### CAPITAL OUTLAY PROJECTS

<u>Project</u>	<u>FY2021 Budget</u>	<u>FY2021 Actual</u>	<u>Budget Balance</u>
<b>Trail System Downtown loop</b> (only engineering and permitting expenses so far)	\$ 43,000	\$ 3,037	\$ 39,963
<b>Bus. Ind. Park-Tech/MLK Infra*</b> (only engineering expenses so far)	1,132,000	16,109	\$ 1,115,891
<b>921 Main St. Project</b> Engineering & Constr	630,000	629,600	\$ 400
<b>Real Property</b> This was for the grant proj that was replaced by the Gummy bear project	-	-	\$ -
<b>Total</b>	<b>\$ 1,805,000</b>	<b>\$ 648,746</b>	<b>\$ 1,156,254</b>

\* This project funded by bond funds budgeted from the 2013 CO.

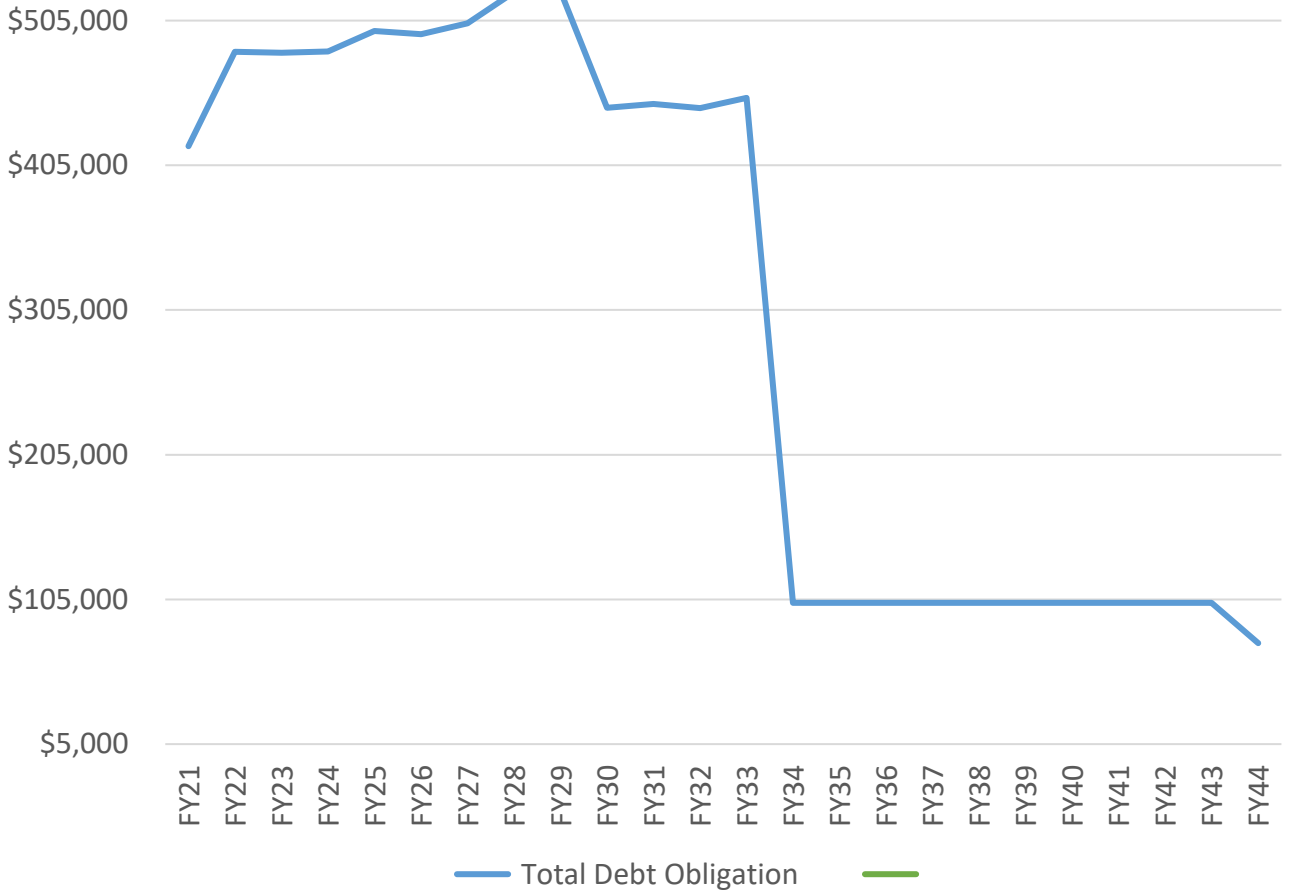
**BASTROP ECONOMIC DEVELOPMENT CORPORATION FUND  
FY 2020-2021 BUDGET**

Working Capital 9-30-2020 Audited	\$	4,867,763
 <b>FY 2020-2021</b>		
Budgeted		
Revenues	\$	<u>3,953,570</u>
Total FY 2021 Resources	\$	8,821,333
 Budgeted Expenditures:		
Operating Expenses	\$	(2,199,084)
Capital Expenses	\$	(2,475,000)
Debt Service	\$	<u>(447,012)</u>
	\$	(5,243,899)
 Projected Working Capital Balance 09-30-2021		
	\$	3,577,434
 Reserve 25% of Operating Expense		
	\$	549,771

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# Debt Obligation As of 6/30/2021



**Agenda Item: 3.3**

**AGENDA MEMORANDUM**

Meeting Date: September 20, 2021

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

Prepared by: BEDC Staff

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

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**Recommendation** – Staff may make a recommendation at the meeting.

[RECOMMENDED MOTIONS] – None at this time.



## Agenda Item: 3.4

# AGENDA MEMORANDUM

Meeting Date: September 20, 2021

Agenda Item: Discussion and possible action regarding renewal of an Administrative and Shared Services Agreement by and between the City of Bastrop and the BEDC.

Prepared by: BEDC Staff

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This Agreement provides for the City of Bastrop to provide certain administrative and shared services to the EDC. The EDC is obligated to reimburse the City for the actual cost of administrative and shared services provided. Based on previous years of billings, the City and EDC agreed to a lump sum of \$18,000 for administrative services provided and actual allocated costs for shared services.

Attachment:

Administrative and Shared Services Agreement

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**Recommendation** – Approve as submitted.

**[RECOMMENDED MOTION]** – I move to approve renewing the administrative and shared services agreement with the City of Bastrop as submitted.



AGREEMENT FOR PROVISION OF ADMINISTRATIVE AND SHARED SERVICES  
BETWEEN THE CITY OF BASTROP AND  
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

THIS AGREEMENT, executed the 1<sup>ST</sup> day of October, 2021 (“Day of Execution”), by and between the CITY OF BASTROP, a municipal corporation, acting by and through its City Council, situated in Bastrop County, Texas (hereinafter referred to as “City”), and the Bastrop Economic Development Corporation (hereinafter referred to as “BEDC”) acting by and through its Chair of the Board as follows:

WITNESSETH:

I.

The City agrees to provide certain administrative and shared services to the BEDC according to the terms of this agreement. Administrative services the City shall perform for the BEDC shall include:

1. Preparing all financial and investment reports and keeping all financial books and records required by the BEDC’s Bylaws. Monthly financial reports will be provided to BEDC at least 5 days prior to regularly scheduled meetings, with the exception of September which will be provided once the fiscal year has been closed.
2. Providing accounts payable, payroll, purchasing, debt payments, and other bookkeeping services with oversight and training of such services.
3. Providing for a repository of records, office and conference space.
4. Providing information technology services.

Shared Services the City provides to the BEDC include:

1. Comprehensive Annual Financial Review (“Audit”) of the BEDC financial records and transactions.
2. Employment benefits for the employees of the BEDC.
3. Technology software, licenses, maintenance, and services which the EDC utilizes.

It is understood and agreed that access to City staff resources by the BEDC is secondary to the needs of the City Council of the City of Bastrop.



## II.

### **Administrative Services**

Subject to the BEDC continuing to contract with the City for administrative services provided for herein, the BEDC will pay to the City for its services pursuant to this agreement, in the form of a flat fee in the amount of eighteen thousand dollars and no cents (\$18,000.00) per year (the "Services Fee"). The Services Fee shall be prorated and paid monthly over the budget year.

### **Shared Services**

The City shall allocate to the BEDC the cost associated with reoccurring and contractual services which the BEDC utilizes and receives benefit. The BEDC will reimburse the City for the actual allocated cost for these shared services, excluding the annual Audit.

The City contracts on behalf of the BEDC to have an independent annual Audit of its financial records and transactions; as such, the City provides staff resources to facilitate the Audit. The BEDC is obligated to reimburse the City for the actual allocated cost associated with the Audit plus 20% for the associated cost of City resources.

The City on a quarterly basis shall invoice the BEDC its actual cost of these Shared Services, which is payable within 30 days of invoice.

### **Termination**

In the event of the termination of this agreement, the BEDC will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

## III.

It is the express purpose of this agreement for the City to provide certain administrative and shared services to the BEDC.

## IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of one year commencing October 1, 2021, and ending September 30, 2022, and said agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate or amend the agreement.

## V.

1. This agreement may be terminated by the City or BEDC, in whole, or from time to time, in part, upon thirty (30) days' notice from the terminating party to the other party. Termination shall be effective thirty (30) days after delivery of Notice of Termination

specifying to what extent performance or work under the agreement shall be terminated thirty (30) days after receipt by the notified party.

- 2. After receipt of a Notice of Termination:
  - a. City shall cease the provision of services on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
  - b. City shall, within 10 days, provide notice of any provision of services to be terminated except as may be agreed upon by the Parties.
  - c. The BEDC shall pay all expenses incurred through the date of termination.

VI.

This Agreement shall take effect on the Day of Execution.

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

**BASTROP ECONOMIC DEVELOPMENT CORPORATION**

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Kathryn Nash, Board Chair

\_\_\_\_\_  
Paul A. Hofmann, City Manager



## Agenda Item: 3.5

# AGENDA MEMORANDUM

Meeting Date: September 20, 2021

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

Prepared by: BEDC Staff

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

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

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

Texas Local Government Code Sec. 501.158. PERFORMANCE AGREEMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

**Recommendation** – BEDC staff recommends Board Approval.

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

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

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

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

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

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

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

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

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

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

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

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

### **I. Findings**

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

### **II. City Obligations**

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

Aligned services of Main Street Program and BEDC to advance economic development.	Line Item Code	Line Item Category	Proposed FY 2022	BEDC Funds
<ol style="list-style-type: none"> <li>1. Supporting business expansion and retention of existing and future Main Street Program Area businesses;</li> <li>2. Supporting the BEDC and community in its entrepreneurial and small business programs;</li> <li>3. Assisting with business recruitment in the Main Street Program Area.</li> </ol>	5602	Promotional Activities	\$15,500	\$8,650
<ol style="list-style-type: none"> <li>1. Collaboratively providing training and small business resources for businesses in the Main Street Program Area, as well as the rest of the community.</li> </ol>	5604	Business Development	\$19,300	\$10,750
<ol style="list-style-type: none"> <li>1. Collaboratively marketing the Main Street Program Area and its assets, inclusive of branding for sponsored events.</li> </ol>	5620	Sponsored Events	\$55,000	\$30,600

### **III. BEDC Obligations**

As consideration for the above listed services to be provided by the City, BEDC shall provide funding to the City in the amount of Fifty Thousand Dollars (\$50,000) per fiscal year, for fiscal years 2022 and 2023, conditioned upon the City's commitment to dedicate and utilize said funds exclusively to support the Main Street Program as specific to achieve its vision through the implementation of its stated mission. The funding shall be paid quarterly over the budget year, each quarter not to exceed either the reimbursable expenses submitted or \$12,500 paid quarterly. As expenses may not be evenly distributed throughout the calendar year, any expenses exceeding \$12,500 per quarter are eligible to be rolled over to the following quarter.

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

#### **IV. General Provisions**

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

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

**BASTROP ECONOMIC  
DEVELOPMENT CORPORATION**

**CITY OF BASTROP, TEXAS**

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Kathryn Nash, Board Chair

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Paul A. Hofmann, City Manager

DRAFT



CITY OF BASTROP					
FUND	DEPARTMENT		DIVISION		
501 HOTEL TAX FUND	85 HOSPITALITY AND DOWNTOWN		80 MAIN STREET PROGRAM		
LINE ITEM DETAIL					
LINE ITEMS	ACTUAL FY 2020	BUDGET FY 2021	ESTIMATED FY 2021	PROPOSED FY 2022	PLANNING FY 2023
5101 OPERATIONAL SALARIES	\$115,153	\$76,846	\$75,260	\$0	\$0
5116 LONGEVITY	\$74	\$72	\$156	\$0	\$0
5117 OVERTIME	\$985	\$0	\$458	\$0	\$0
5150 SOCIAL SECURITY	\$8,732	\$5,884	\$6,445	\$0	\$0
5151 RETIREMENT	\$13,775	\$8,923	\$9,776	\$0	\$0
5155 GROUP INSURANCE	\$15,974	\$8,928	\$13,675	\$0	\$0
5156 WORKER'S COMP	\$372	\$167	\$230	\$0	\$0
<b>PERSONNEL TOTAL</b>	<b>\$155,065</b>	<b>\$100,820</b>	<b>\$106,000</b>	<b>\$0</b>	<b>\$0</b>
5201 SUPPLIES	\$2,917	\$2,500	\$3,500	\$3,500	\$3,500
5203 POSTAGE	\$122	\$100	\$85	\$100	\$100
5206 EQUIPMENT	\$2,768	\$4,000	\$2,650	\$4,500	\$4,500
5230 FORMS	\$3,016	\$12,300	\$4,900	\$32,850	\$32,850
<b>SUPPLIES AND MATERIALS TOTAL</b>	<b>\$8,823</b>	<b>\$18,900</b>	<b>\$11,135</b>	<b>\$40,950</b>	<b>\$40,950</b>
5345 MAINT OF BUILDING	\$0	\$0	\$0	\$0	\$0
<b>MAINTENANCE AND REPAIRS TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
5401 COMMUNICATIONS	\$2,345	\$1,500	\$860	\$900	\$900
<b>OCCUPANCY TOTAL</b>	<b>\$2,345</b>	<b>\$1,500</b>	<b>\$860</b>	<b>\$900</b>	<b>\$900</b>
5505 PROFESSIONAL SERVICES	\$13,257	\$13,590	\$10,000	\$34,750	\$34,750
5525 LEGAL	\$0	\$0	\$1,500	\$0	\$0
5540 PROPERTY INSURANCE	\$100	\$0	\$0	\$0	\$0
5560 ADMINISTRATIVE SUPPORT	\$0	\$0	\$0	\$77,707	\$79,650
<b>CONTRACTUAL SERVICES TOTAL</b>	<b>\$13,357</b>	<b>\$13,590</b>	<b>\$11,500</b>	<b>\$112,457</b>	<b>\$114,400</b>
5601 ADVERTISING	\$11,216	\$15,300	\$8,000	\$15,800	\$15,800
5602 PROMOTIONAL ACTIVITIES	\$7,406	\$23,450	\$9,700	\$15,500	\$15,500
5604 BUSINESS DEVELOPMENT	\$3,751	\$7,500	\$7,500	\$19,300	\$19,300
5605 TRAVEL AND TRAINING	\$3,740	\$9,500	\$7,750	\$6,750	\$6,750
5615 DUES AND SUBSCRIPTIONS	\$3,515	\$2,050	\$2,570	\$3,910	\$3,910
5620 SPONSORED EVENTS	\$19,576	\$45,000	\$23,500	\$55,000	\$55,000
5622 COMMUNITY EVENT SUPPORT	\$187,850	\$0	\$0	\$0	\$0

CITY OF BASTROP					
FUND	DEPARTMENT		DIVISION		
501 HOTEL TAX FUND	85 HOSPITALITY AND DOWNTOWN		80 MAIN STREET PROGRAM		
LINE ITEM DETAIL					
LINE ITEMS	ACTUAL FY 2020	BUDGET FY 2021	ESTIMATED FY 2021	PROPOSED FY 2022	PLANNING FY 2023
5623 COMMUNITY PARTNERS	\$3,333	\$0	\$0	\$0	\$0
<b>OTHER CHARGES TOTAL</b>	<b>\$240,387</b>	<b>\$102,800</b>	<b>\$59,020</b>	<b>\$116,260</b>	<b>\$116,260</b>
5920 DOWNTOWN BEAUTIFICATION	\$19,683	\$35,000	\$27,000	\$35,500	\$35,500
<b>CONTINGENCY TOTAL</b>	<b>\$19,683</b>	<b>\$35,000</b>	<b>\$27,000</b>	<b>\$35,500</b>	<b>\$35,500</b>
<b>501-85-80 TOTAL</b>	<b>\$439,660</b>	<b>\$272,610</b>	<b>\$215,515</b>	<b>\$306,067</b>	<b>\$308,010</b>

## AGENDA MEMORANDUM

Meeting Date: September 20, 2021

Agenda Item: Discussion and possible action on the First Amended Development Agreement between the City of Bastrop, Texas, and the Bastrop Economic Development Corporation originally executed in 2013. Presentation will be made by City Manager Paul Hofmann and Assistant City Manager Trey Job.

Prepared by: BEDC Staff

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In 2013 the City of Bastrop and the Bastrop EDC entered into a Development Agreement for the Bastrop Business and Industrial Park. The Agreement was amended in September of 2013. As development of Phase 1 of the Park reaches completion, BEDC staff and City staff seek input from the BEDC Board in making Phases 2 - 6 “shovel-ready” for future growth and development. Infrastructure expansion in the Park is necessary to achieve “shovel-ready” properties and should assist with efficient and effective planning, development review, and permitting processes.

During a Friday, September 10, 2021, meeting between Mayor Connie Schroeder, City Manager Paul Hofmann, City Attorney Alan Bojorquez, BEDC Board Chair Kathryn Nash, BEDC Interim Director Genora Young, and BEDC Attorney Charles Zech, Chair Nash and Ms. Young requested that a City employee attend the September 20, 2021, BEDC board meeting and provide information to the BEDC Board regarding the impacts and process if the Board chooses to keep the First Amended Agreement for the Bastrop Business and Industrial Park or decides to move forward with Phases 2 - 6 under other terms.

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

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**Recommendation** – Staff respectfully requests Board action deemed appropriate.

**[RECOMMENDED MOTION]** – None.



**FIRST AMENDED DEVELOPMENT AGREEMENT**

**THE STATE OF TEXAS   §  
  §  
COUNTY OF BASTROP   §**

This First Amended Development Agreement ("Amended Agreement"), entered into on November \_\_\_\_, 2013 is between the City of Bastrop, Texas, a home-rule city located in Bastrop County, Texas (the "City"), and the Bastrop Economic Development Corporation, a public instrumentality and non-profit economic development corporation ("BEDC" or "Developer"), incorporated and operating under State authority, found at Local Government Code, Chapters 501 and 505, as amended. The City and BEDC may be referred to jointly herein as the 'Parties' and individually as a 'Party'.

**RECITALS**

**WHEREAS**, on or about March 29, 2013 the Parties entered into a Development Agreement related to the BEDC's development, platting and infrastructure improvements on BEDC Land located in the Industrial Park; and

**WHEREAS**, as a result of changes negotiated between the Parties related to the Development of the Land, and the addition of new terms and conditions, the Parties have entered into this Amended Agreement; and

**WHEREAS**, the BEDC owns and is in the process of platting a total of ± 99.017 acres in the Bastrop Industrial Park, (the "Park") as more particularly described on the survey attached hereto as Exhibit "A" (the "Land"), which is envisioned at this time to be developed in the future in approximately six (6) separate Phases, each requiring various roadway and infrastructure improvements to be made by the BEDC.

**WHEREAS**, the BEDC is in the process of developing Phase 1 of the Land, which is comprised of approximately ±27.652 acres (excluding roadways, easements and reserves), as detailed in the Phase 1 development plan attached hereto as Exhibit "B" ("Development Plan"); and

**WHEREAS**, pursuant to the City's Code, developers are required to meet all City Codes and regulations related to platting, development and infrastructure improvements prior to recordation of the proposed plat. However, in the case at hand, the Parties acknowledge and agree that certain variances from the City's Code and platting requirements are necessary and appropriate for the BEDC's development of the Land in the Park; and

**WHEREAS**, the Parties desires to enter into this Amended Agreement so that certain Park infrastructure improvements may be installed in phases, by the BEDC, which will allow the BEDC to incentivize and encourage industries and businesses to

locate, develop, and operate in the Park, resulting in enhancing the economic growth of and the employment in the City of Bastrop, and

**THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, including the agreements set forth below, the Parties agree as follows.

### **ARTICLE I - DEFINITIONS**

In addition to the terms defined elsewhere in this Amended Agreement or in City Policies, regulations and Ordinances, the following terms and phrases used in this Amended Agreement will have the meanings set out below:

**"Dedicate" or "Dedication"** means to convey land and its improvements to a governmental entity at no cost other than normal tap and inspection fees.

**"Effective Date"** means the latest date when one or more counterparts of this Amended Agreement, individually or taken together, bears the signature of all Parties.

**"BEDC" and/or "Developer"** means the Bastrop Economic Development Corporation, its successors and/or assigns.

**"City of Bastrop" or "City"** means the governing municipal corporation that is legally authorized to control the area that is within the corporate limits of the City of Bastrop, Texas, as well as the area that is within the City's ETJ and/or Bastrop County, Texas.

**"Code"** means the Bastrop Code of Ordinances, in effect on the date the Construction Documents are approved by the City.

**"Construction Documents"** shall mean those certain construction plans approved by the City, and that are in accord with the City's Code and regulations or the terms of this Amended Agreement, as follows: infrastructure design plans prepared and submitted by the Developer, related to infrastructure installation detailed herein for the Land and for the phased the Park.

**"Effective Date"** means the date this Amended Agreement has been finally executed by all Parties.

**"Force Majeure"** means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Amended Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act,

or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Amended Agreement, which materially impair the Party's ability to perform any act required under this Amended Agreement.

**"Land"** means that ±99.017 acre tract of land in the BEDC Industrial Park, located in Bastrop, Texas.

**"Phase 1"** means that ± 27.652 acre (excluding roadways and easements shown on the Plat, in Phase 1 of the Park development) tract of real property located in the BEDC Industrial Park, the majority of which as of the date of this Amended Agreement is not subdivided, but which will be platted and developed, as applicable, under the terms of this Amended Agreement between the City and the BEDC.

**"Substantial Completion"** means that time when the infrastructure is functioning for its intended uses.

## **ARTICLE II – BACKGROUND / OVERVIEW AND PURPOSE**

The BEDC owns and is in the process of platting a total of ± 99.017 acres in the Bastrop Industrial Park, which is envisioned at this time to be developed in the future in approximately six (6) separate Phases, each requiring various roadway and infrastructure improvements to be made by the BEDC.

At this time, the BEDC has undertaken the process of developing Phase 1 of the Park. Phase is currently unplatted, and consists of a ± 27.652 acre (excluding roadways, easements and reserves) portion of the Park, of which the majority is located generally south of the Lower Colorado River Authority's ("LCRA") recorded electrical easement, as shown on Exhibit "B." The Parties acknowledge and agree that it is the intention and objective for the BEDC to develop and install infrastructures in the Park in six (6) or more phases, beginning with the phase contemplated and detailed in this Amended Agreement (referred to herein as "Phase 1"). Further, the Parties acknowledge and agree that that during Phase 1 of development, the Developer will meet some of the City's development criteria prior to the time of recordation of the plat, but that other development criteria will be delayed until further development in the Park (under future Park Phases 2 – 6) necessitates same, at which time the Developer will complete development of the Park infrastructure required to come into full compliance with the Code and/or any other agreement made with the City.

Accordingly, it is the intention of the Parties that this Amended Agreement shall set forth a mutually agreeable timeframe, process and other parameters for platting portions of the Park identified as "Phase 1" (i.e., the Land) and for the BEDC's design, construction and installation of the following Park infrastructure and related development activities:

1. Detention Pond, identified as the Drainage Detention Pond 1-A, covering a  $\pm$  4.630 acre area shown on Exhibit "B" and including all appurtenant channels, ditches, swales, etc. associated therewith ("Detention Pond 1-A"); and
2. Detention Pond, identified as "the Drainage Detention Pond 1-B, covering a  $\pm$  1.918 acre area shown on Exhibit "B" and including all appurtenant channels, ditches, swales, etc. associated therewith ("Detention Pond 1-B"); and
3. Platting an  $\pm$  27.625 acre (excluding roadways, easements and reserves) portion of the Park, as Phase 1, creating the following three specific lots:
  - a. A tract consisting of 11.391 acres, upon which the BEDC's approved JAMCo Project will be located, ("Lot 1.1"), as shown on Exhibit "B"; and
  - b. A tract consisting of 4.236 acres, ("Lot 1.2"), as shown on Exhibit "B"; and
  - c. A tract consisting of 5.477 acres, ("Lot 1.3"), as shown on Exhibit "B" ; and
4. Roadway Improvements consisting of approximately 1000 linear feet of curbed and guttered concrete roadway, and all associated appurtenances thereto, necessary to upgrade and extend Technology Drive, including curbing and manhole(s), ("Technology Drive Roadway Segment A"), as shown on Exhibit "B" ; and
5. Water infrastructure improvements consisting of the design and installation of approximately 1030 linear feet of twelve inch (12") water line, which will run from the terminus of Technology Drive southward to the point shown on the Development Plan, including include the installation of two additional fire hydrants to be set at the locations shown on Exhibit "B". ("Water Improvements")
6. Wastewater infrastructure improvements anticipated to include the design and installation of approximately 440 linear feet of six inch (6") wastewater line, which will run along the route shown on Exhibit "B", tying into the existing Industrial Park Lift Station. ("Wastewater Improvements")
7. The Parties mutually agree that because no existing development in the Park has involved construction of pedestrian sidewalks, and

such walkways are not generally an amenity found in industrial parks, installation of sidewalks will not be required for this (and future) development in the Park.

8. The Parties mutually agree that the City's platting process for this development may begin and be processed by the City prior to obtaining the final site/construction plans for the JAMCo Project.

### **Article III - PARK INFRASTRUCTURE**

#### **A. ROADWAYS:**

- 1) The BEDC shall not be required to prepare and provide the City with a traffic impact analysis ("TIA") related to the development of Phase 1, at this time. The BEDC will be required to commission and provide the City with a TIA, in conformance with the City's Code, at such time as BEDC initiates activities related to the future phases of development in the Park (e.g., Phases 2 – 6), or at such time as otherwise agreed upon by the Parties.
- 2) BEDC shall dedicate all appropriate and necessary road rights-of-ways for all Phase 1 Roadway, i.e., Roadway Segment A, as shown on Exhibit "B," which is an approximate total of 1000 linear feet of road right-of-way.
- 3) The following criteria and variances to the City's Code, related to the Developer's phased extension of Technology Drive, southward through the Park, are approved by the City, to accommodate the business occupancy and growth in the Park, as follows:
  - a. Technology Drive: "Segment A Extension": Approximately 1000 linear feet of a 40 foot wide curb-to-curb and guttered roadway, as shown on Exhibit "B", will be constructed up to all City standards, on or before December 31, 2013. The Parties acknowledge and agree that the "Segment A Extension" of Technology Drive is necessary to serve the proposed JAMCo Project, located in the Park on Lot 1.1.
  - b. The Parties agree that Technology Drive: Segment A Extension will be constructed up to City's standards when the first of these events occurs: (1) JAMCo (or its successor/assign) expands its structure or operation beyond the initial JAMCo project footprint or operational parameters, or (2) any development on any portion of Lot 1.3 occurs, or (3) any development related to Phase 2 – 6 of the Park occurs; or (4) as otherwise mutually agreed to by the Parties.



**B. WATER INFRASTRUCTURE:**

- 1) Water Infrastructure - Phase A: On-site water lines, improvements and connections to the City's existing water supply lines (the "Water Infrastructure") that are necessary to provide adequate water service to Lots 1.1, 1.2 and 1.3 will be constructed by the BEDC up to City standards. The Water Infrastructure - Phase A improvements consist of the design and installation of approximately 1,030 linear feet of twelve inch (12") water line, which will run from the terminus of Technology Drive southward to the point shown on Exhibit "B, and includes the installation of two additional fire hydrants, to be set at the locations shown on Exhibit "B".
- 2) On-site water lines and improvements and connections to the City's existing water supply lines necessary to provide adequate water service to Lot 1.3, if any, shall be constructed by the BEDC up to City standards when the first of these events occurs: (1) JAMCo (or its successor/assign) expands its structure or operation beyond the initial JAMCo project footprint or operational parameters, or (2) any development on any portion of Lot 1.3 occurs in the Park, or (3) any development related to Phase 2 – 6 of the Park occurs, or (4) as otherwise mutually agreed to by the Parties..

**C. WASTEWATER INFRASTRUCTURE:**

- (1) Wastewater Infrastructure – Phase A: Consists of the design and installation of approximately 480 linear feet of a six inch (6") wastewater line which will run along the route shown on Exhibit "B", including the required connection to the City's lift station located on the western property boundary of the Park, (the "Park Lift Station") ("Phase A Wastewater Infrastructure") The Phase A Wastewater Infrastructure will be installed by the BEDC to convey wastewater from Lots 1.1 and 1.2 (and, potentially, the northern portion of Lot 1.3, if the project that is constructed thereon is located on the northern portion of Lot 1.3, or if Lot 1.3 is subdivided in the future for a particular project). The Phase "A" Wastewater Infrastructure will be provided by the BEDC and the construction plans for same will be prepared by BEDC and submitted to the City for review and approval.
- (2) Wastewater Infrastructure – Phase B: Any wastewater improvements and connections that are necessary to provide adequate wastewater service to Lot 1.3 (if construction there is on the southern portion of the Lot 1.3) (i.e., "Phase B Wastewater Infrastructure") shall be constructed by the BEDC up to City standards when: (a) development on any portion of Lot 1.3 necessitates same, or (b) any development

related to Phase 2 – 6 of the Park occurs, or (c) as otherwise agreed by the Parties.

- (3) When Phase B Wastewater Infrastructure is triggered by any event noted above in subsection (2), then BEDC shall complete construction of Phase B Wastewater Infrastructure within 12 months of the City's approval of any development plans associated with the triggering activity.

#### **D. DRAINAGE IMPROVEMENTS:**

- 1) The Parties acknowledge and agree that approval of this Amended Agreement equates to and suffices for any and all necessary City approvals for drainage planning and drainage infrastructure for BEDC's Phase 1 Development of the Park, including all drainage channels, ponds and related infrastructure.
- 2) Phase 1 drainage improvements and related infrastructure (the "Phase 1 Drainage Collection System") will be constructed by the BEDC to convey the storm water drainage that is related to Phase 1 development (including portions of four previously platted tracts located to the north of the LCRA Easement, i.e., Parcel W, Parcel X, Parcel Y and Parcel Z) to the Park's Drainage Detention Facilities, as shown on Exhibit "B". Construction and design plans for drainage infrastructure related to any development of future Phases in the Park, (e.g., Phase 2, 3, 4, 5 and/or 6) will be submitted to the City for review and approval prior to development of each Park Phase.
- 3) Phase 1A Detention Pond shall be installed by the BEDC, pursuant to the plans for same approved by the City, on or before December 31, 2013. Phase 1A Detention Pond, shall be designed up to City standards and shall have capacity sufficient to serve Phase 1, Lots 1.1, 1.2, 1.3, Parcels W, X, Y, and Z, and the roadways in Phase 1.
- 4) Phase 1B Detention Pond shall be installed by the BEDC, pursuant to the plans for same approved by the City, on or before December 31, 2013. Phase 1B Detention Pond, shall be designed up to City standards and shall have capacity sufficient to serve Parcel Z, located to the north of the LCRA Easement and outside of Phase 1.
- 5) The open drainage channel, with drainage structure at Technology Drive, connecting Phase 1A and 1B Detention Ponds, of approximately 1250 linear feet, shall be constructed by the BEDC in compliance with plans approved by the City, simultaneously with the construction of the Detention Ponds.
- 6) Approximately 1000 linear feet of enclosed storm water drainage pipe, located to the east of roadway Segment A, shall be installed by the BEDC, in

compliance with plans approved by the City, to provide storm water drainage to Portions of Phase 1 shown on Exhibit B.

- 7) Approximately 1170 linear feet of enclosed storm water drainage pipe, located to the south of Parcel X and running along the western edge of Lots 1.2 and 1.3, and terminating in Drainage Detention Pond 1-A, shall be installed by the BEDC, in compliance with plans approved by the City, to provide storm water drainage to Parcels X, and Lots 1.2 and 1.3, in Phase 1.

**E. SIDEWALKS:**

The Parties mutually agree that because no existing development in the Park has involved construction of pedestrian sidewalks, and similar walkways, are not generally an amenity found in industrial parks, installation of sidewalks will not be required for this (and future) development in the Park.

F. **GENERAL COMPLIANCE:** The BEDC agrees to comply with all City regulations, Codes and ordinances, except for any provisions which conflict with the provisions of this Amended Agreement or the variances which the City has authorized pursuant to the provisions of this Amended Agreement.

**Article VI – DEVELOPMENT FEES**

**Section 4.01 Development Fees and Charges Waived**

The City agrees to waive all fees and charges associated with BEDC's Development detailed herein. However, nothing contained herein is intended to nor does it exempt, excuse or waive any fee or charge assessed for any individual Park property owner, developer, industry, tenant, or others constructing projects in the Park.

**Article V - TERM, ASSIGNMENT, AND REMEDIES**

**Section 5.01 Term**

This Amended Agreement will commence and bind the Parties on the Effective Date and continue to be effect until such time as the Park Improvements covered by the Amended Agreement have been completed.

**Section 5.02 Remedies**

- A. If the City defaults under this Amended Agreement, then BEDC may give notice to the City briefly describing the event of default. The City shall have ten (10) days from the date of such notice within which to cure any such default that can be cured by the payment of money ("Monetary Default") and shall have thirty (30) days after the date of such notice within which to commence the cure of any such default that is not a Monetary

Default and thereafter to diligently pursue such cure to completion. If the City fails to cure any such default within the applicable cure period, then the BEDC may pursue, at such BEDC's option, without prejudice to any other rights and remedies provided for under this Amended Agreement, all such remedies, including injunction and relief in the form of mandamus.

- B. If the BEDC defaults under this Amended Agreement, then City may give notice to the BEDC briefly describing the event of default. The BEDC shall have ten (10) days from the date of such notice within which to cure any such default that can be cured by the payment of money ("Monetary Default") and shall have thirty (30) days after the date of such notice within which to commence the cure of any such default that is not a Monetary Default and thereafter to diligently pursue such cure to completion. If the BEDC fails to cure any such default within the applicable cure period, then the City may pursue, at such City's option, without prejudice to any other rights and remedies provided for under this Amended Agreement, all such remedies, including injunction and relief in the form of mandamus.

### **Section 5.03 Covenant Running with the Land**

The provisions of this Amended Agreement constitute covenants running with the Land. This Amended Agreement will be filed of record in the Real Property Records of Bastrop County, Texas and will be binding on and inure to the benefit of the Parties hereto, their successors and assigns; however, it is expressly agreed that this Amended Agreement may be terminated or amended as to a portion of the Land, with the consent of all Parties, and that such termination and/or amendment, if any, shall be in writing also recorded in the Real Property Records of the County. Assignment of the rights noted herein as to the BEDC will only be allowed with expressed written prior approval by the City Council.

## **Article IX - MISCELLANEOUS PROVISIONS**

### **Section 9.01 Notice**

Any notice given under this Amended Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Amended Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be

effective only when received. For purposed of notice, the address of the Parties will, until changed as provided below, be as follows:

CITY: City of Bastrop  
 1311 Chestnut Street, PO Box 427  
 Bastrop, Texas 78602  
 Attn: Michael Talbot, City Manager  
 Phone: (512) 303-4966  
 Fax: (512) 321-6684

With Required Copy to: Jo-Christy Brown  
 Bastrop/BEDC City Attorney  
 1411 West Avenue  
 Austin, Texas 78701  
 Phone: (512) 236-1000  
 jcbrown@jcbrownlegal.com

BEDC: Bastrop Economic Development Corporation.  
 903 Main Street  
 Bastrop, TX 78602  
 Attn: Dave Quinn, Executive Director  
 Phone: (512) 303-9700  
 bedc@bastropedc.org

The Parties may change their respective addresses to any other address within the United States of America by giving at least 5 days' written notice to the other party. The BEDC may, by giving at least 5 days' written notice to the City, designate additional Parties to receive copies of notices under this Amended Agreement.

### **Section 9.02 Severability: Waiver**

If any provision of this Amended Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Amended Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Amended Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Amended Agreement will not be deemed a waiver thereof or of any other provision of this Amended Agreement, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Amended Agreement.

### **Section 9.03 Applicable Law and Venue**

The interpretation, performance, enforcement and validity of this Amended Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

### **Section 9.04 Attorney's Fees**

If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

### **Section 9.05 Entire Amended Agreement**

This Amended Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Amended Agreement. This Amended Agreement can be amended only by written agreement signed by the Parties. This Amended Agreement supersedes all other agreements between the Parties concerning the subject matter.

### **Section 9.06 Reservation of Rights**

To the extent not inconsistent with this Amended Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

### **Section 9.07 Exhibits, Headings, Construction and Counterparts**

All schedules and exhibits referred to in or attached to this Amended Agreement are incorporated into and made a part of this Amended Agreement for all purposes. The section headings contained in this Amended Agreement are for convenience only and do not enlarge or limit the scope or meaning of the sections. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Amended Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Amended Agreement or any exhibits hereto. This Amended Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Amended Agreement will become

effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

### **Section 9.08 Time**

Time is of the essence of this Amended Agreement. In computing the number of days for purposes of this Amended Agreement, all days will be counted, including Saturday, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

### **Section 9.09 Compliance with City, State and Federal Laws**

Notwithstanding any other provision of this Amended Agreement, the BEDC, their successors and assigns, will comply with all applicable statutes or regulations of the United States and the State of Texas, as well as all City ordinances, except as otherwise provided herein. Enforcement of City ordinances or rules will not be deemed a breach or default under this Amended Agreement.

### **Section 9.10 Authority for Execution**

The City hereby certifies, represents, and warrants that the execution of this Amended Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. The BEDC hereby certifies, represents, and warrants that the execution of this Amended Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity.

### **Section 9.11 Exhibits**

The following Exhibits are attached to this Amended Agreement, and made a part hereof for all purposes:

- Exhibit "A" - Legal Description of Land (± 99.017 acres)
- Exhibit "B" - Development Plan for Phase 1

The undersigned Parties have executed this Amended Agreement on the dates indicated below.

CITY OF BASTROP

By: Michael H. Talbot

Michael H. Talbot, City Manager

Date: 11-19-, 2013

ATTEST:

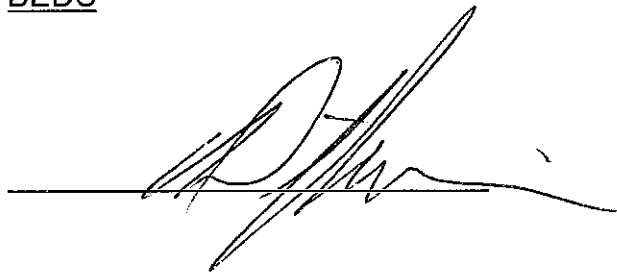
Elizabeth Lopez 11.19.13

Printed Name: Elizabeth Lopez

Title: City Secretary



BEDC

A handwritten signature in black ink, appearing to read 'D. Quinn', is written over a horizontal line.

By: Dave Quinn, Executive Director,

Date: 11-25, 2013

STATE OF TEXAS                    BASTROP ECONOMIC DEVELOPMENT CORP.  
                                     REPLAT LOTS 1 & 2, RESERVE B  
COUNTY OF BASTROP                99.017 ACRES

All that certain tract or parcel of land containing **99.017 acres** situated within the Corporate Limits of the City of Bastrop, Texas, and in the Stephen F. Austin Survey, A-2, in Bastrop County, Texas and being those same tracts described as Lot 1, Reserve Area "B" (called 0.057 acre) and Lot 2, Reserve Area "B" (called 98.999 acres) of the Replat of Reserve Areas "A" and "B" and Lot 2, Block F of Bastrop Business and Industrial Park, Phase 1 recorded in Plat Cabinet 3, Page 136-A of the Plat Records of Bastrop County, also being a part of that original tract described as 265.403 acres in a deed from Mary Belle Turner Gore to Bastrop Economic Development Corporation dated April 3, 1996 and recorded in Volume 793, Page 251 of the Official Records of Bastrop County, said **99.017 acre** tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod found in the East right-of-way line of the Union Pacific Railroad (100' wide - Vol. 10, Pg. 530 B.C.D.R.) for the Northwest corner of Lot 1415, Block 25 of TAHITIAN VILLAGE UNIT 5 (Plat Cabinet 1, Slide 101A), the Southwest corner of said (called) 98.999 acre Lot 2, Reserve Area "B", the Southwest corner of said (original) 265.403 acre Bastrop Economic Development Corporation tract, the Southwest corner of the tract herein described and the **PLACE OF BEGINNING**, said point having a coordinate value of North = 10,010,208.96 feet and East = 3,250,991.20 feet according to the Texas State Plane Coordinate System - Central Zone - NAD 83 (CORS 96);

Thence **North 12 degrees 14 minutes 17 seconds East**, along the common line between said railroad, said (called) 98.99 acre Lot 2, Reserve Area "B" and said (called) 0.057 acre Lot 1, Reserve Area "B", at 328.32 feet passing a 1/2" iron rod set, at 938.76 feet passing a 1/2" iron rod set, at 1441.11 feet passing a 1/2" iron rod set, at 1511.11 feet passing a 1/2" iron rod set, at 1924.83 feet passing a 1/2" iron rod set, and continuing for a total distance of **2024.81 feet** to a 5/8" iron rod found for the Southwest corner of Lot 3-A(2), Block D of the BASTROP BUSINESS & INDUSTRIAL PARK, PHASE 1 - REPLAT OF BLOCK B AND LOT 3A, BLOCK D (Plat Cabinet 4, Slide 193B), the Northwest corner of said (called) 98.999 acre Lot 2, Reserve Area "B" and the Northwest corner of the tract herein described;

BASTROP ECONOMIC DEVELOPMENT CORPORATION  
99.017 ACRES  
PAGE 2 OF 3

Thence **South 78 degrees 57 minutes 37 seconds East, 444.68 feet** to a 1/2" iron rod found in the West right-of-way line of Technology Drive (80' right-of-way; Plat Cabinet 3, Slide 136A) for the Southeast corner of said Lot 3-A(2), a corner of said (called) 98.999 acre Lot 2, Reserve Area "B" and a corner of the tract herein described;

Thence **South 16 degrees 02 minutes 07 seconds West**, along said West right-of-way line, at 100.40 feet passing a 1/2" iron rod set and continuing for a total distance of **162.13 feet** to a 5/8" iron rod found for the Southwest corner of said Technology Drive, an inside corner of said (called) 98.999 acre Lot 2, Reserve Area "B" and an inside corner of the tract herein described;

Thence **South 73 degrees 57 minutes 53 seconds East, 80.00 feet** to a 5/8" iron rod found for the Southeast corner of said Technology Drive, an inside corner of said (called) 98.999 acre Lot 2, Reserve Area "B" and an inside corner of the tract herein described;

Thence **North 16 degrees 02 minutes 07 seconds East**, along the East right-of-way line of Technology Drive, at 68.71 feet passing a 1/2" iron rod set and continuing for a total distance of **169.07 feet** to a point for the Southwest corner of Lot 3, Reserve Area "B" of said REPLAT OF RESERVE AREAS "A" AND "B" AND LOT 2, BLOCK F OF BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, a corner of said (called) 98.999 acre Lot 2, Reserve Area "B" and a corner of the tract herein described, from which a 5/8" iron rod found bears South 38 degrees 46 minutes West, 0.42 feet;

Thence **South 78 degrees 57 minutes 05 seconds East, 1114.67 feet** along the common line between said Lots 2 and 3, Reserve Area "B" and Lot 1, Block "C" of the BASTROP BUSINESS & INDUSTRIAL PARK, PHASE 1 (Plat Cabinet 3, Slide 99A) to a 1/2" iron rod found for the Southeast corner of said Lot 1, Block "C" and an inside corner of Lot 2, Reserve Area "B";

Thence Northerly, along the East line of said Lot 1, Block "C" with a curve to the left (**Curve Data: Radius = 1940.00'; Delta = 00 degrees 21 minutes 25 seconds Left; Chord = North 04 degrees 35 minutes 28 seconds East, 12.09 feet**) an arc distance of **12.09 feet** to a 1/2" iron rod found for the Southwest corner of Jackson Street (120' right-of-way; Plat Cabinet 3, Slide 99A) and a corner of said Lot 2, Reserve Area "B";

Thence **South 85 degrees 35 minutes 15 seconds East, 120.00 feet** to a 1/2" iron rod found in the curving West line of Lot 1, Block "A" of the BASTROP BUSINESS & INDUSTRIAL PARK, PHASE 1 (Plat Cabinet 3, Slide 99A) for the Southeast corner of Jackson Street and a corner of Lot 2, Reserve Area "B";

BASTROP ECONOMIC DEVELOPMENT CORPORATION  
 99.017 ACRES  
 PAGE 3 OF 3

Thence Southerly, along the common line between said Lot 1, Block "A" and Lot 2, Reserve Area "B", with a curve to the right (Curve Data: Radius = 2060.00'; Delta 03 degrees 30 minutes 51 seconds Right; Chord = South 06 degrees 10 minutes 11 seconds West, 126.32 feet) an arc distance of 126.34 feet to a 5/8" iron rod found for corner;

Thence South 78 degrees 57 minutes 05 seconds East, 653.14 feet along said common line between said Lot 1, Block "A" and Lot 2, Reserve Area "B" to a 1/2" iron rod set for the Northeast corner of the tract herein described;

Thence South 12 degrees 13 minutes 06 seconds West, 620.33 feet along last said common line to a 1/2" iron rod found for corner;

Thence South 45 degrees 32 minutes 32 seconds West, 1304.22 feet along last said common line to a 1/2" iron rod found for corner;

Thence South 12 degrees 19 minutes 51 seconds West, 267.76 feet along last said common line to a 1/2" iron rod set in the North line of Lot 1393, Block 25 of TAHITIAN VILLAGE UNIT 5 for the Southwest corner of said Lot 1, Block "A", the Southeast corner of said Lot 2, Reserve Area "B" and the Southeast corner of the tract herein described, from which a 1/2" iron rod found bears South 12 degrees 20 minutes West, 0.68 feet;

Thence North 77 degrees 39 minutes 43 seconds West, 1706.58 feet along the common line between said TAHITIAN VILLAGE UNIT 5 and said Lot 2, Reserve Area "B" to the **PLACE OF BEGINNING** and containing 99.017 acres.

Bearings, distances and coordinates used herein are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83(CORS 96). Convergence = +01 degree 33 minutes 07 seconds. Combined factor = 0.99999309.


STATE OF TEXAS

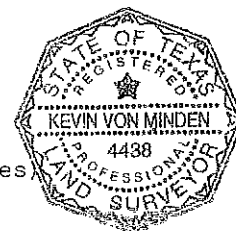
COUNTY OF BASTROP

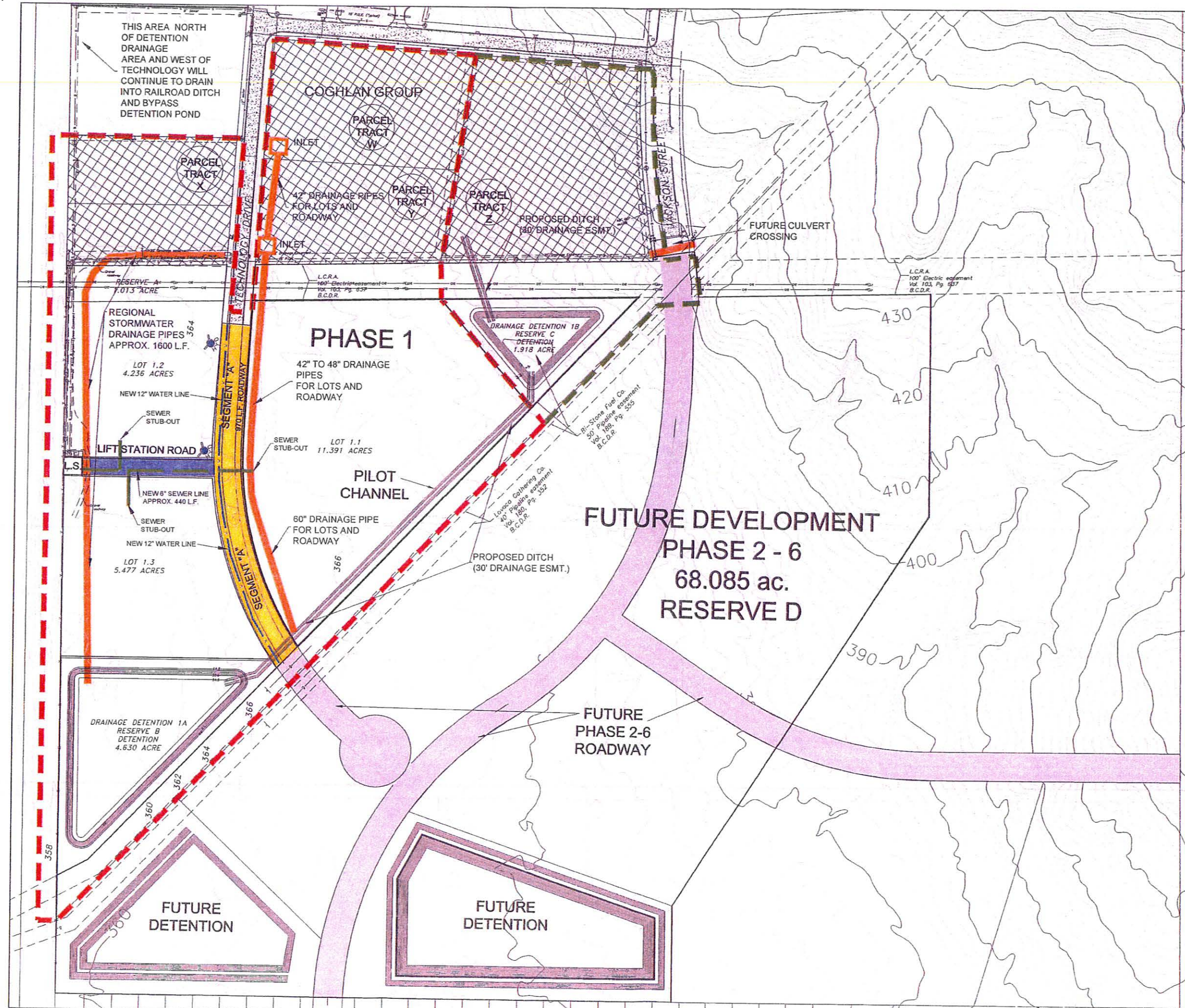
I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify the foregoing field notes to be true and correct to the best of my knowledge and belief.

BEFCO ENGINEERING, INC.

Consulting Engineering & Land Surveying

  
 Kevin Von Minden, R.P.L.S.  
 Registration No. 4438  
 May 14, 2013  
 BEFCO Job No. 09-5099(99acres)





LEGEND

- PHASE 1A DRAINAGE
- PHASE 1B DRAINAGE
- DRAINAGE PIPES
- PROPOSED ROAD
- PHASE 1 FUTURE ROAD
- PHASE 2-6 FUTURE ROADS
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- PLATTED AREAS

Notes:

- Lots Nos. 1.2 and 1.3 may need additional Drainage Improvements to connect to Stormwater System
- ALL DISTANCES ARE APPROXIMATE

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
**EXHIBIT B**  
TOTAL - 99.017 ac.  
09/04/13

**BEFCO ENGINEERING, INC.**  
P. O. Box 613  
LaGrange, Texas 78945  
(979) 968-6474

F:\1717\Projects\718\DC\Phase 1\Improvements\REVISED EXHIBIT B\PHASE 1\_DRAINAGE\_090413.dwg

## AGENDA MEMORANDUM

Meeting Date: September 20, 2021

Agenda Item: Update of BEDC projects under review by the City of Bastrop Planning and Development Department. Presentation will be made by City Manager Paul Hofmann and Assistant City Manager Trey Job.

Prepared by: BEDC Staff

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Communication and collaboration are necessary in the development of resilient partnerships. In this spirit, Kathryn Nash, BEDC Board Chair, and Genora Young, BEDC Interim Executive Director, requested periodic updates from City staff during BEDC monthly meetings. Request for updates would include the status of BEDC funded projects located in the Bastrop Business and Industrial Park and other locations in the community that are in the City's review, planning, and permitting process. This request was made during a September 10, 2021, meeting with Mayor Connie Schroeder, City Manager Paul Hofmann, City Attorney Alan Bojorquez, and BEDC Attorney Charles Zech. The City Manager agreed to support this request with the first updates to be provided during the September 20, 2021, BEDC board meeting.

Attachment: Presentation by Assistant City Manager Trey Job

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**Recommendation** – None.

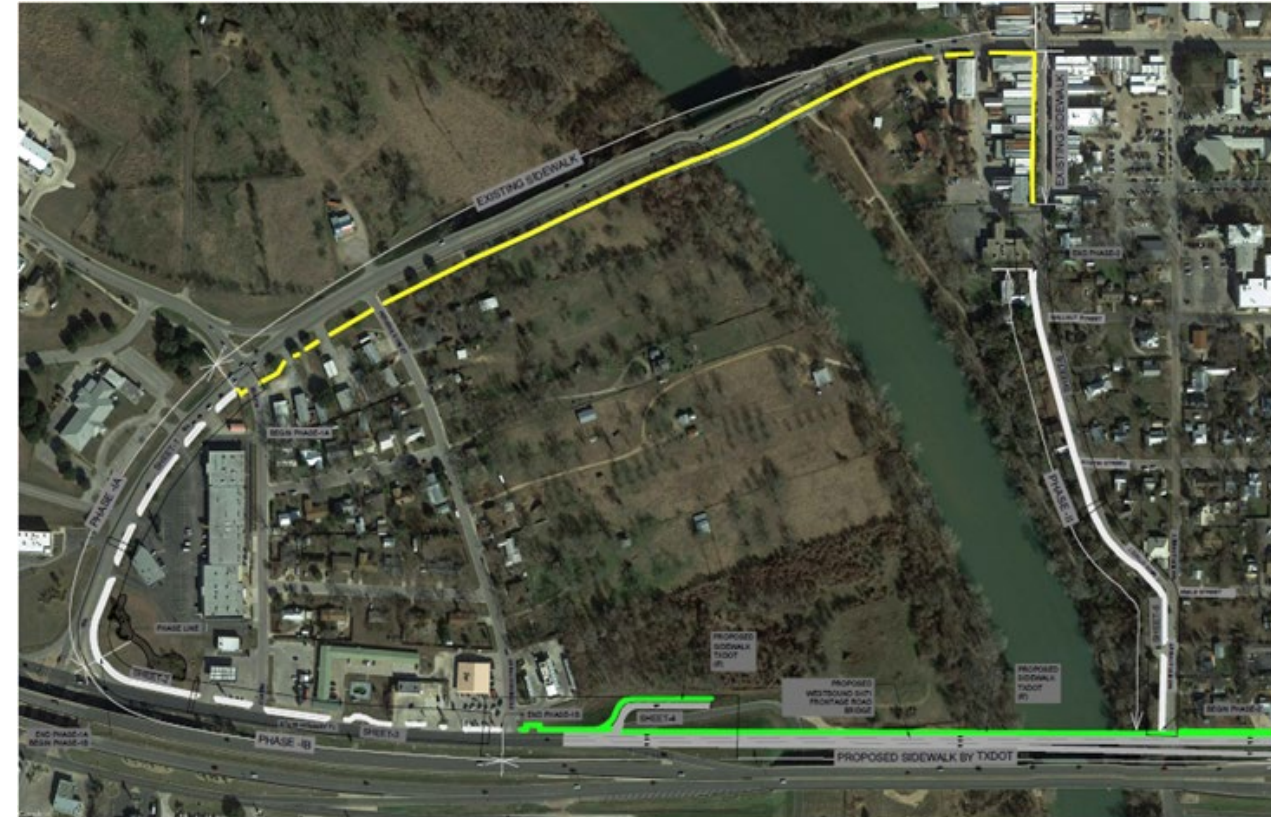
**[RECOMMENDED MOTION]** – None; item is for information purposes only.



# September 20, 2021, BEDC Meeting

# Project Update

- The Bastrop River Loop
  - Pre-Bid meeting was held on 6/23/21
  - Contract awarded to Myers Concrete Construction 7/13/21
  - A preconstruction meeting has been held and the contractor scheduled start date is September 20<sup>th</sup>





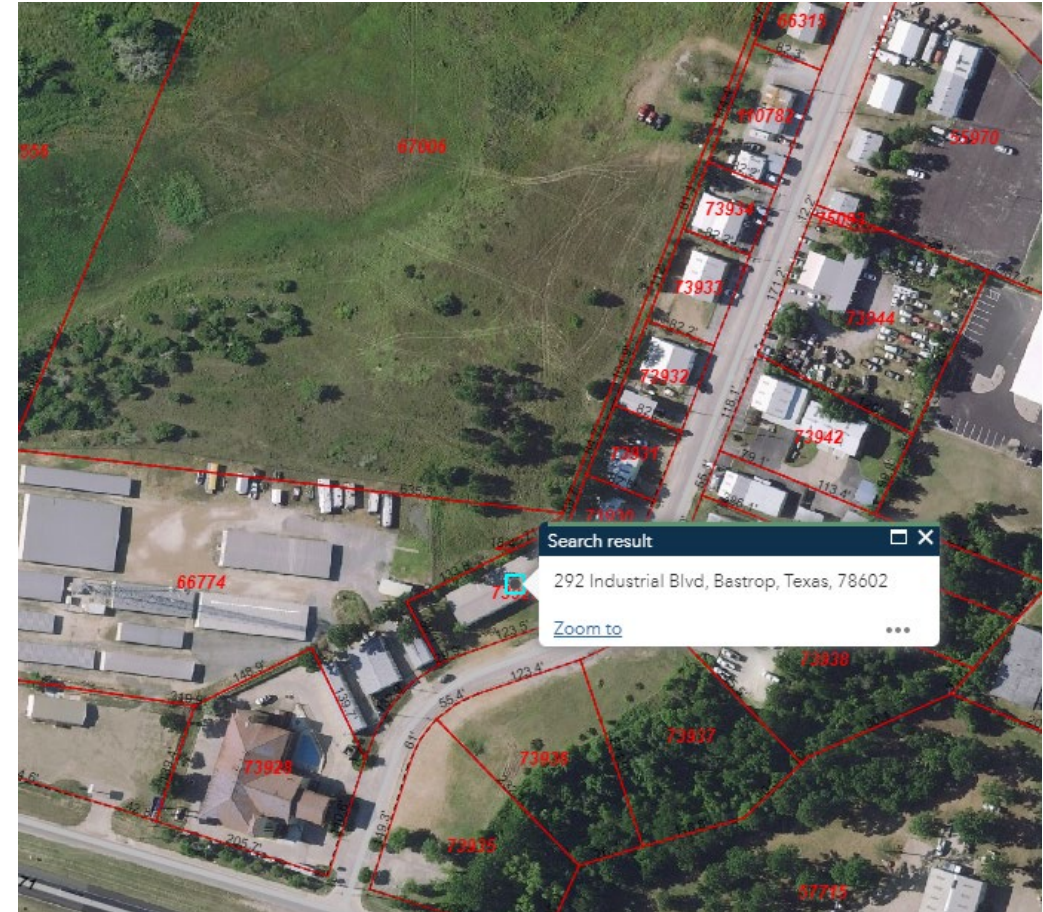
# Project Gummy Bear

- 402 Technology Dr.
  - Approximately 30% complete with construction (installing insulation is the next step and inspection)



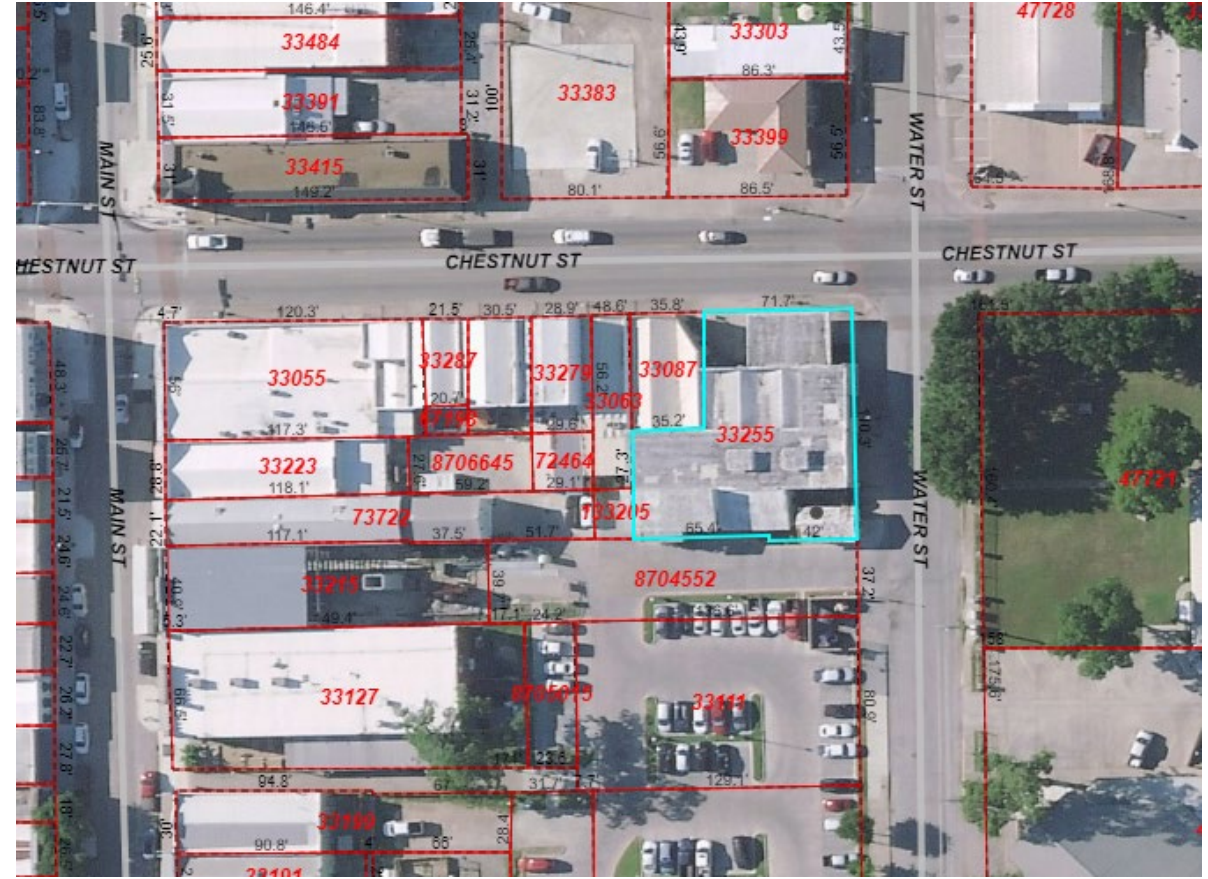
# Project Gummy Bear

- 292 Industrial Blvd
  - Approximately 95% complete
  - Two doors need to be installed and a final inspection performed.
  - Cabinet shop has been moving items in and working with the Building Official



# Project Gummy Bear

- 910 Water Street
  - Building has been clean out
  - No plans have been submitted



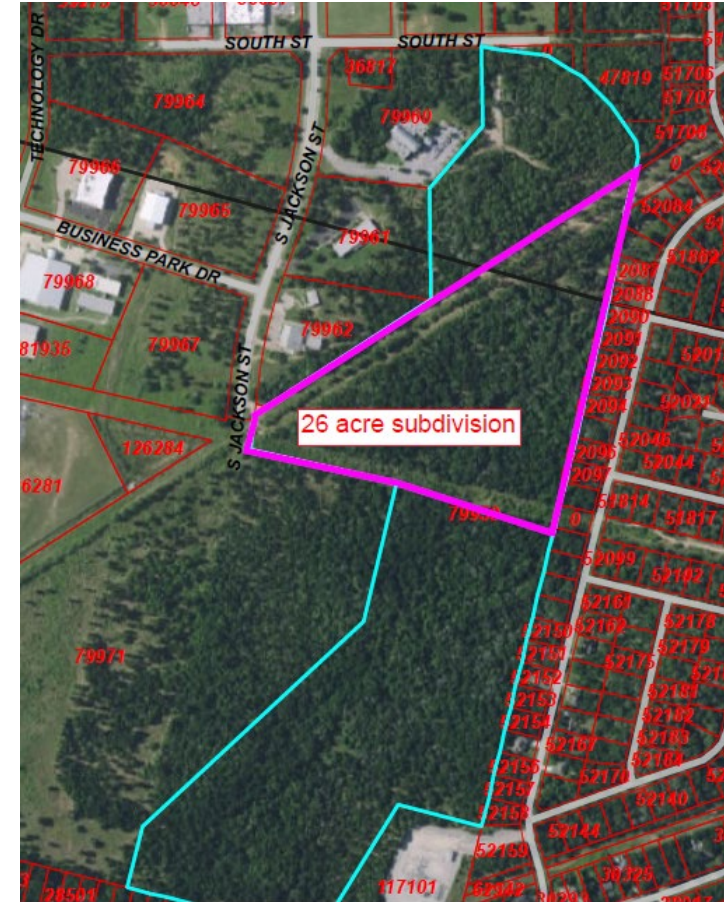
# Business Park Development

- 406 S Jackson Street
  - Pre-Application Meeting held on 9/9/21



# Business Park Development

- 78.13 Acre Reserve lot
  - City & EDC Staff meet to discuss the 26-acre subdivision of the reserve lot
  - Cari Croft from Bastrop County attended to discuss the Houston Toad Habitat.
  - Nothing has been submitted as of 9/16/21
- Next Steps
  - Begin the Zoning Process
  - Begin the Subdivision Process
  - Final Plat
  - Site Development Plan
  - Building Permits



# Questions?

## AGENDA MEMORANDUM

Meeting Date: September 20, 2021

Agenda Item: Receive updates from BEDC staff.

Prepared by: BEDC Staff

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

- Capital Area Economic Development District Committee meeting
- Business and Industrial Park re-platting meetings with City Planning Department
- Planning meeting for the October Joint City Council/BEDC Board meeting
- Bi-weekly meetings with the City
- Continued participation in Bastrop Development Review Committee meetings
- IEDC (International Economic Development Council) Economic Development Credit Analysis Course (Angela)

Upcoming events:

- ARCIT (Association of Rural Communities in Texas) Annual Conference
- Joint City Council/BEDC Board meeting
- BEST Breakfast hosted by BEDC at the Art Institute, 921 Main Street

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**Recommendation** – None.

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

