

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF
 BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
 Monday, November 16, 2020 – 3:00 P.M.
 Virtual Meeting will be Broadcast via Facebook from
 Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

Please note that due to the COVID-19 Pandemic and State of Disaster Declaration by the Governor of Texas, and subsequent suspension of certain open-meeting statutes, this meeting of the BEDC will be a virtual meeting only. To access the meeting, please visit the City of Bastrop’s Facebook account at <https://www.facebook.com/bastroptx/>.

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)

Due to the nature of this meeting and the need for social distancing, please email any public comments to the following email address prior to the beginning of the meeting at 3:00 p.m. November 16, 2020, with “Public Comments” in the subject line: angela@bastropedc.org.

3. REGULAR BUSINESS & PRESENTATIONS

- 3.1. Approval of meeting minutes from the BEDC Board Meeting of October 19, 2020. **(page 4)**
- 3.2. Acceptance of October 2020 financial report provided by City of Bastrop’s Chief Financial Officer and presented by CEO Cameron Cox. **(page 6)**
- 3.3. Update on 921 Main Street Project by Project Manager Jimmy Crouch. **(page 14)**
- 3.4. Consideration, discussion and possible action on Resolution R-2020-0025 of the Bastrop Economic Development Corporation approving the Tenth Amended Bylaws of the Bastrop Economic Development Corporation. **(page 15)**
- 3.5. Consideration, discussion and possible action on Resolution R-2020-0026 of the Bastrop Economic Development Corporation approving the Policies & Procedures of the Bastrop Economic Development Corporation. **(page 28)**
- 3.6. Consideration, discussion and possible action on Resolution R-2020-0027 of the Bastrop Economic Development Corporation approving the Seventh Amended Protective Covenants of the Bastrop Business and Industrial Park. **(page 48)**
- 3.7. Consideration, discussion and possible action on Resolution R-2020-0028 of the Bastrop Economic Development Corporation authorizing execution of an agreement with the City of Bastrop providing a partial reimbursement to the BEDC for COVID-19 Relief Grants. **(page 69)**
- 3.8. Consideration, discussion and possible action on Resolution R-2020-0029 of the Bastrop Economic Development Corporation approving the distribution of a continuation of third round of funds to City of Bastrop businesses to assist with the

retention of employees, training of employees and the expansion of their business enterprise back to the levels sustained prior to the COVID-19 Pandemic and National Disaster, in an amount not to exceed \$10,000 per project and per business. **(page 76)**

- 3.9. Consideration, discussion and possible action on Resolution R-2020-0030 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Corix Utilities to conduct a sewer and wastewater study for the City of Bastrop's extraterritorial jurisdiction (ETJ). **(page 80)**
- 3.10. Consideration, discussion and possible action on Resolution R-2020-0031 of the Bastrop Economic Development Corporation approving Project Blender in an amount not to exceed \$10,000. **(page 83)**
- 3.11. Consideration, discussion and possible action on Resolution R-2020-0032 of the Bastrop Economic Development Corporation approving an amended lease agreement with The Art Institutes for 921 Main Street. **(page 86)**
- 3.12. Consideration, discussion and possible action on Resolution R-2020-0033 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Community Action Inc. of Central Texas, in an amount not to exceed \$15,000, to provide career advancement training and certification training programs (IET Programs), which includes certifications in nursing, emergency medical training (EMT), bookkeeping and Microsoft applications. **(page 89)**

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 – Blender; Westworld; Bowtie; Gravity; Acorn; Tesla Study; and Fiesta.
 - (2) **Section 551.071** Consultation with Attorney and **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property regarding the Art Institutes lease amendment; "Bastrop" sign agreement; and, CARES Act Funding grants and agreements.
 - (3) **Section 551.074** Personnel Matters – Annual Review and Evaluation of CEO.
- 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, 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 13th of November 2020 at 3:00 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: November 16, 2020

Agenda Item: Approval of meeting minutes from the Bastrop EDC Board Meeting of October 19, 2020.

Prepared by: Kathy Merrifield, Office Manager

The draft minutes from the October 19, 2020 BEDC Board Meeting are attached.

Attachments:

Draft minutes from the Regular Board Meeting of October 19, 2020

Recommendation – Approve meeting minutes as submitted.

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



**NOTICE OF MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
Minutes of Meeting, October 19, 2020
Virtual Meeting Broadcast via Facebook from
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

The Bastrop Economic Development Corporation (BEDC) met virtually on Monday, October 19, 2020, at 5:00 p.m. for a Monthly Board Meeting, which was broadcast from Bastrop City Hall, 1311 Chestnut Street. Board members present: Kathryn Nash, Kevin Plunkett, Connie Schroeder, Ron Spencer, William Gossett and Charles Washington. Board member Sam Kier was not present. Staff members present: Cameron Cox, Angela Ryan, and Kathy Merrifield. Staff member Jean Riemenschneider was not present. BEDC Attorney Robyn Katz was present via telephone.

1. **CALL TO ORDER** – Board Chair Kathryn Nash 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 from the Bastrop EDC Board Meeting of September 21, 2020. Mr. Plunkett made the motion to approve the meeting minutes as submitted, Mr. Spencer seconded, and the motion passed.
 - 3.2. Update on 921 Main Street Project by Project Manager Jimmy Crouch. Mr. Cox updated the Board on the project on Mr. Crouch's behalf, noting a completion date of November 8th or 9th. No action was necessary.
 - 3.3. Consideration and discussion on the Tenth Amended Bylaws of the Bastrop Economic Development Corporation. No action was necessary.
 - 3.4. Consideration and discussion on the Policies & Procedures of the Bastrop Economic Development Corporation. No action was necessary.
 - 3.5. Consideration and discussion on the Seventh Amended Protective Covenants of the Bastrop Business and Industrial Park. No action was necessary.
 - 3.6. CEO updates on BEDC website analytics; COVID-19 grant update; workforce development update; and CEO and Team presentations for the month. No action was necessary.
4. **ADJOURNMENT** – Board Chair Kathryn Nash adjourned the meeting at 7:20 p.m.

APPROVED: _____
Kathryn Nash, Board Chair

ATTEST: _____
Kathy Merrifield, Office Manager



Agenda Item: 3.2

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Acceptance of October 2020 financial report provided by City of Bastrop's Chief Financial Officer and presented by CEO Cameron Cox.

Prepared by: Tracy Waldron, City of Bastrop CFO

Attached for the Board's review and consideration is the BEDC financial summary report for the period ending October 31, 2020.

Attachment:
October 2020 Financial Report

Recommendation – Accept the financial summary report as submitted.

[RECOMMENDED MOTION] – I move to accept the October 2020 BEDC financial summary report as submitted.



Bastrop Economic Development Corporation

Financial Summary
For Period Ending
October 2020

bastrop

E D C





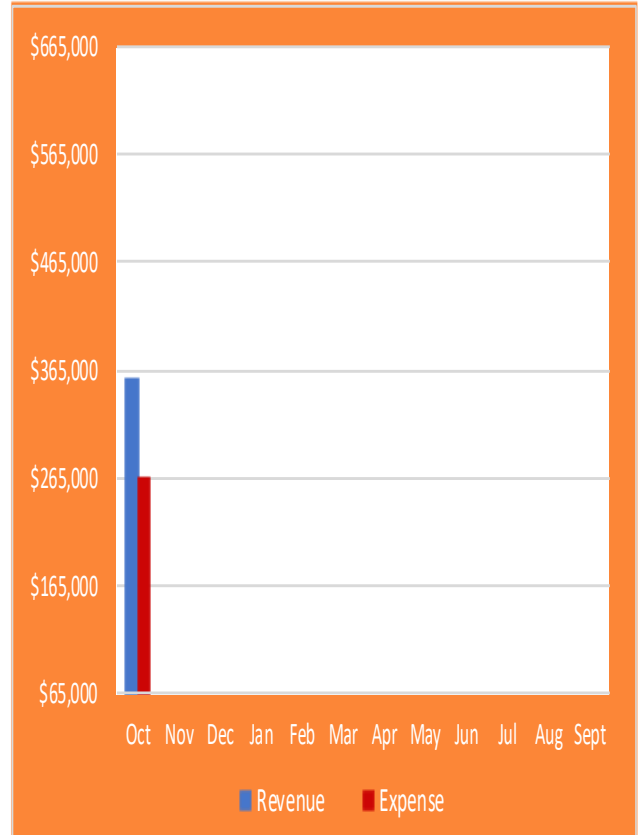
Summary of Revenues and Expenditures

As of October 31, 2020

OVERALL FUND PERFORMANCE

REVENUES VS EXPENSES

| Month | FY2021 Revenue | FY2021 Expense | Monthly Variance |
|--------------|-------------------|-------------------|---------------------|
| Oct | \$ 355,414 | \$ 263,876 | \$ 91,538 |
| Nov | | | \$ - |
| Dec | | | \$ - |
| Jan | | | \$ - |
| Feb | | | \$ - |
| Mar | | | \$ - |
| Apr | | | \$ - |
| May | | | \$ - |
| Jun | | | \$ - |
| Jul | | | \$ - |
| Aug | | | \$ - |
| Sept | | | \$ - |
| Total | \$ 355,414 | \$ 263,876 | \$ 91,538 |



Positive

This month's revenue includes the last draw from the Roscoe Bank loan for 921 Main St. project of \$120,000.



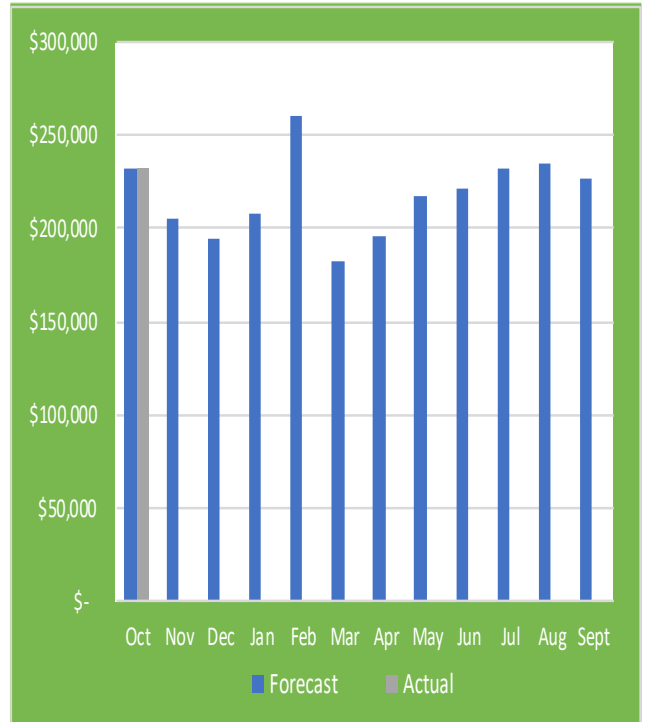
Summary of Sales Tax Revenue

As of October 31, 2020

REVENUE ANALYSIS

SALES TAX REVENUE

| <u>Month</u> | <u>FY2021 Forecast</u> | <u>FY2021 Actual</u> | <u>Monthly Variance</u> |
|--------------------|------------------------|----------------------|-------------------------|
| Oct | \$ 232,480 | \$ 232,437 | \$ (43) |
| Nov | 205,073 | | |
| Dec | 193,970 | | |
| Jan | 208,509 | | |
| Feb | 260,635 | | |
| Mar | 182,444 | | |
| Apr | 195,478 | | |
| May | 217,404 | | |
| Jun | 221,541 | | |
| Jul | 232,748 | | |
| Aug | 234,572 | | |
| Sept | 226,346 | | |
| Total | \$ 2,611,200 | \$ 232,437 | \$ (43) |
| Forecast YTD | \$ 232,480 | | |
| Actual to Forecast | \$ (43) | 0.0% | |



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 neutral. This budget was conservative due to the volatility of this revenue source.



Expenditures Budget to Actual Comparison

As of October 31, 2020

OPERATING EXPENDITURES COMPARISON

| <u>Category</u> | FY2021 <u>Forecast</u> | FY2021 <u>Actual</u> | Monthly <u>Variance</u> |
|-----------------------|---------------------------|-------------------------|----------------------------|
| Personnel | \$ 32,930 | \$ 23,169 | \$ 9,761 |
| Supplies & Material | 667 | 97 | \$ 570 |
| Maintenance & Repairs | 1,420 | - | \$ 1,420 |
| Occupancy | 7,800 | 6,924 | \$ 876 |
| Contractual Service | 27,274 | 23,152 | \$ 4,122 |
| Marketing/Advertising | 246,400 | 205,462 | \$ 40,938 |
| Contingency | - | - | \$ - |
| Debt Service | <u>4,372</u> | <u>4,372</u> | <u>\$ -</u> |
| Total | \$ 320,863 | \$ 263,176 | \$ 57,687 |

Forecast to Actual % 17.98%

Positive

The forecast to actual comparison is a positive 18% year-to-date.



Expenditures Budget to Actual Comparison As of October 31, 2020

CAPITAL OUTLAY PROJECTS

| <u>Project</u> | <u>FY2021 Budget</u> | <u>FY2021 Actual</u> | <u>Budget Balance</u> |
|--|--------------------------|--------------------------|---------------------------|
| Trail System Downtown Loop (only engineering and permitting expenses so far) | \$ 43,000 | \$ - | \$ 43,000 |
| Bus. Ind. Park-Tech/MLK Infra* (only engineering expenses so far) | 1,451,055 | - | \$ 1,451,055 |
| 921 Main St. Project Engineering & Constr | - | 700 | \$ (700) |
| Real Property This was for the grant project that was replaced by the Gummy Bear project | 1,300,000 | - | \$ 1,300,000 |
| Total | \$ 2,794,055 | \$ 700 | \$ 2,793,355 |

** This project includes \$319,055 of bond funds budgeted from the 2013*



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

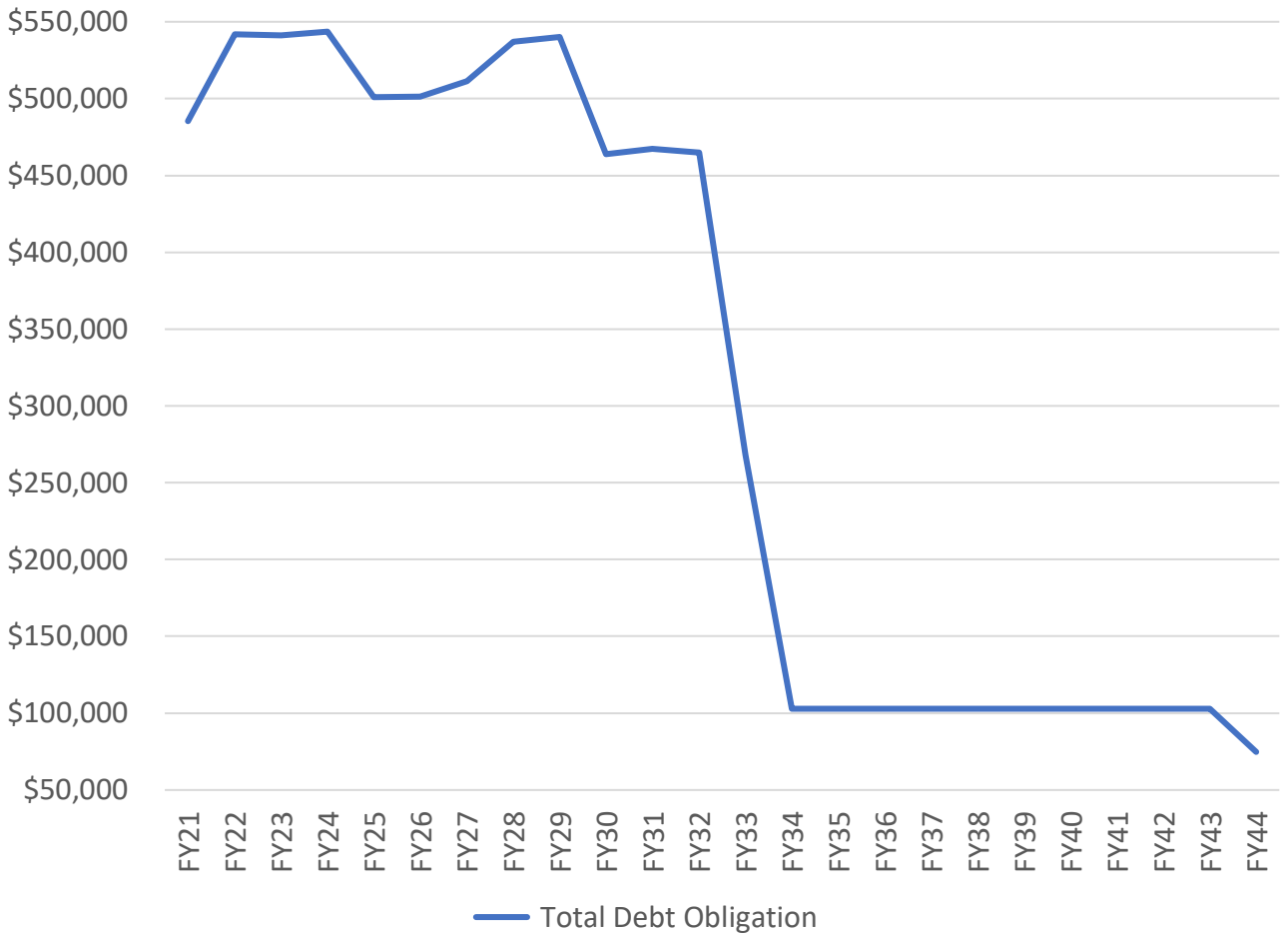
| | | |
|--|--------|------------------|
| Working Capital 9-30-2020 (unaudited)* | \$ | 4,243,536 |
| FY 2020-2021 | | |
| Budgeted | | |
| Revenues | \$ | <u>3,953,570</u> |
| Total FY 2021 Resources | \$ | 8,197,106 |
| Budgeted Expenditures: | | |
| Operating Expenses | \$ | (2,199,084) |
| Capital Expenses | \$ | (2,475,000) |
| Debt Service | \$ | <u>(447,012)</u> |
| | \$ | (5,243,899) |
| Projected Working Capital Balance 09-30-2021 | \$ | 2,953,207 |
| Reserve 25% of Operating Expense | \$ | 549,771 |

**This balance is preliminary. FY2020 is not closed and there will be closing entries that may effect this balance.*



Debt Obligation As of 10/01/2020

Total Debt Obligation



AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Update on 921 Main Street Project by Project Manager Jimmy Crouch.

Prepared by: CEO Cameron Cox

The construction team encountered a COVID-19 outbreak the end of October and beginning of November 2020. This caused a two-week delay. The Sabre team immediately responded, shut down the site for 72 hours and hired a COVID-19 specialist to clean the site daily for three days. All personnel at the site have recovered and we are on our second week of zero positive COVID-19 tests. Due to this outbreak, the new timeline for project completion is being extended two weeks through a change order with Sabre.

The low voltage installation can start on November 17, 2020 and should work along with the Sabre subcontractors until completed. All other trades and inspections will occur between November 18-25. We believe the punch list walk-through with AI and PLACE Designers will take place on November 30, 2020 after the Thanksgiving holiday. Summary of events below:

Certificate of Occupancy will be granted as soon as the State elevator inspection has been performed. (between November 18 and 25)

November 16, 2020 – Floor polishing is completed and floors protected.

November 30, 2020 – AI Low Voltage installations start.

November 30, 2020 – Punch list and project walk-through with AI and PLACE Designers.

December 01, 2020 – AI furniture and fixtures installation starts.

Recommendation – None.

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





Agenda Item: 3.4

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0025 of the Bastrop Economic Development Corporation approving the Tenth Amended Bylaws of the Bastrop Economic Development Corporation.

Prepared by: BEDC Staff

The BEDC Board discussed editing the current Bylaws at the 01/27/20 Board Retreat and reviewed the edits at the October board meeting. The edited Bylaws are attached for the Board's review.

Attachments:
Draft Resolution
Edited Bylaws

Recommendation – Approve Resolution R-2020-0025 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0025 as submitted.



RESOLUTION NO. R-2020-0025**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO ITS BYLAWS; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the Bastrop Economic Development Corporation (the “Corporation”) has existing Bylaws; and

WHEREAS, the Texas Local Government Code Chapter 501 (the “Code”) Section 501.064 authorizes a Corporation to amend its Bylaws; and

WHEREAS, the Corporation has amended its Bylaws as provided for in the attached Exhibit “A” (the “Amended Bylaws”); and

WHEREAS, it is hereby officially found and determined that the Amended Bylaws are consistent with the certificate of formation of the Corporation and state law; and

WHEREAS, the City Council approved the Ninth Amended Bylaws on February 14, 2017; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board hereby approves the Amended Bylaws as established in Exhibit “A”.

SECTION 3. The Board authorizes the Chief Executive Officer to take all necessary actions related to the Amended Bylaws, including requesting approval from the City Council of Bastrop, Texas.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this _____ day of _____ 20____ by the Board of Directors of the Bastrop Economic Development Corporation.

RESOLUTION NO. R-2020-0025

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

**TENTH AMENDED BYLAWS OF
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF BASTROP, TEXAS
A NON-PROFIT CORPORATION**

Deleted: NI

These bylaws (referred to as the "Bylaws") govern the affairs of the Bastrop Economic Development Corporation, a public instrumentality and a non-profit corporation (hereinafter referred to as the "Corporation") created originally under Section 4B of the Development Corporation Act of 1979, Local Government Code, Subchapter A, Sections 501.001 and 505.001, *et seq.*, as amended (hereinafter referred to as the "Act").

**ARTICLE I
PURPOSE AND POWERS**

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article IV of its Articles of Incorporation, the same to be accomplished on behalf of the City of Bastrop, Texas (the "City"), as its duly constituted authority and instrumentality in accordance with the Act.

Section 2. Powers. The Corporation shall have all of the express and implied powers set forth and conferred in its Articles of Incorporation, in the Act, and in other applicable law.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Number and Terms of Office.

- (a) The affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, the Act, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors, each of whom shall be appointed by and serve at the pleasure of the City Council (the "Council") of the City of Bastrop.
- (c) Directors are appointed for terms of two (2) years each. Seats on the Board shall be numbered one (1) through seven (7), with the terms of odd numbered seats expiring in September of odd numbered years, and even numbered seats expiring in September of even numbered years.
- (d) Any director may be removed from office by the Council at will, with or without cause.
- (e) In the event of a vacancy on the Board, the position shall be filled in accordance with Bastrop City Charter and Section 2 below.

Deleted: June

Deleted: June

Deleted: ¶
Directors are subject to a four (4) term limit, consecutive or otherwise, and under no circumstances shall a Director serve for more than ten (10) cumulative years on the Board.

Formatted: Normal, No bullets or numbering

Formatted: Font: Times New Roman

Formatted: Left, Indent: Left: 0.5", No bullets or numbering, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: Not at 0.31" + 0.81"

Deleted: City Council shall make an appointment to fill the remainder of the unexpired term

Section 2. Qualifications.

- (a) In accordance with the City Charter for the City of Bastrop the Mayor shall appoint, the Directors of the Corporation, subject to the confirmation by City Council.
 - 1. A minimum of five (5) of the Directors shall be persons who are not members of the City Council of Bastrop. Up to two (2) Directors may be the Mayor or members of the City Council.
 - 2. Employees of the City of Bastrop are not qualified to serve on the Board.
- (b) The City Council shall consider an individual’s experience, accomplishments, and education background in appointing Directors to the Board to ensure that the interests and concerns of all segments of the community are considered.
- (c) Each Director shall have at least one (1) of the following qualifications:
 - 1. Experience in management or in an executive capacity.
 - 2. Experience in the evaluation of financial and business records and projections.
 - 3. Experience in economic development matters.
 - 4. Education, training, or experience useful to the Corporation’s purposes.
- (d) Directors of the Board shall be:
 - 1. A resident of the City of Bastrop and reside within corporate city limits; except that
 - 2. A maximum of two (2) Directors may be a resident within the City of Bastrop’s extended extraterritorial jurisdiction (ETJ).
- (e) Each Director shall be capable of obtaining appropriate bonding in compliance with Article V.

Deleted: The

Deleted: City Council shall appoint

Deleted: subject to the confirmation by City Council,

Section 3. Resignations.

- (a) Director resignations shall be made in writing and shall take effect immediately upon receipt by the Chair or the Chief Executive Officer (CEO). The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

Deleted: chair

Deleted: Executive Director

ADDRESSED IN ETHICS POLICY

Section 4. Meetings of Directors.

- (a) The Board shall annually set regular meeting dates and times in the corporate city limits as the Board may determine; provided, however, in the absence of any such determination by the Board or in the event of a conflict, the Board Chair shall select a reasonable date and time to hold the meeting.
- (b) The Board shall hold regular meetings at Bastrop City Hall. If City Hall is not available, the Board Chair shall select a suitable location, which may include a virtual meeting as allowed under State Law.

Commented [AR1]:

Deleted: Any Director who files for elected office other than that of Mayor or City Council shall automatically resign from the Board, with the exception of elected officials then serving on the Board and seeking reelection to the same office. Such automatic resignation shall take effect upon the Director filing an application for candidacy.

Deleted: ¶

Deleted: chair

Deleted: In the event that

Deleted: chair

Deleted: s

Deleted: l

(c) The annual meeting of the Board shall be held at a date and time determined by the Chair.

Deleted: chair

(d) The Chair in consultation with the Vice Chair and CEO may call a special meeting of the Board.

Deleted: chair

Deleted: vice

Deleted: chair

(e) Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause. The Council shall be advised of and may remove any Director who is absent from three (3) consecutive regular or special meetings, or 66% of total meetings in a given fiscal year.

Deleted: Executive Director

(f) Any Director may request an item be placed on the agenda by delivering the same in writing to the CEO no later than ten (10) days prior to the date of the Board meeting.

Deleted: Executive Director

Section 5. Open Meetings Act.

All meetings and deliberations of the Board shall be called, convened, held and conducted, in accordance with the requirements of the Texas Open Meetings Act.

Section 6. Quorum.

A majority of the Directors shall constitute a quorum for the conduct of official business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law, or is otherwise required within these Bylaws. A Director may not vote by proxy.

Section 7. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time may be prescribed by the Board by resolution.

(b) At all meetings of the Board, the Chair shall preside and, in the absence of the Chair, in the order of availability, the Vice Chair, the Treasurer and then the Secretary shall exercise the powers of the Chair.

Deleted: chair

Deleted: chair

Deleted: vice-

Deleted: chair

Deleted: treasurer

Deleted: or

Deleted: secretary

Deleted: chair

Section 8. Committees of the Board.

The Board may constitute from time to time committees of the Board that are deemed necessary or appropriate. No such committee shall have independent authority to act for or in the stead of the Board.

Section 9. Compensation of Directors.

Directors shall not receive any salary or compensation for their service as Directors. However, they may be reimbursed for their actual reasonable expenses incurred in the performance of their

duties hereunder. The policy regulating payment of reasonable actual expenses incurred in performance of official duty shall be determined by the Board.

Section 10. Conflicts of Interest.

The Directors are subject to the City’s Code of Ethics, set forth in the City’s Code of Ordinances, Article 1.15, *et seq.*, ([hereafter “Code of Ethics”](#)) and shall conform thereto for purposes of addressing potential and/or actual conflicts of interest.

GIFTS ARE ADDRESSED IN THE ETHICS POLICY ABOVE SEC. 1.15.9(b)

**ARTICLE III
OFFICERS**

Section 1. Titles and Term of Office.

- (a) The officers of the Corporation shall be a [Chair](#), Vice [Chair](#), Secretary, and Treasurer. Any two (2) offices may be held by the same person, except the office of [Chair](#) of the Board. Terms of office shall be one (1) year with the right of an officer to be reelected.
- (b) All officers shall be subject to removal from office at any time by a vote of the majority of the Board.
- (c) A vacancy in the office of any officer shall be filled by a vote of the majority of the Board.
- (d) Neither the office of [Chair](#) or [Vice Chair](#) may be held by a member of the City Council.

Section 2. Powers and Duties of the [Chair](#).

The [Chair](#) of the Board shall:

- (a) Preside over all meetings of the Board.
- (b) Have the right to vote on all matters coming before the Board.
- (c) Have the authority to, upon seventy-two (72) hour notice to the Directors, call a special meeting of the Board, when in his or her judgment such meeting is required.
- (d) Have the authority to appoint ad hoc committees of the Board, which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.
- (e) Have the authority to appoint advisory committees to the Board to further the overall development plan of the Board.
- (f) Shall sign with the co-signature of the [Secretary](#), any document which the Board has approved, unless the execution of said document has been expressly delegated to some other

Commented [AR2]:

Commented [AR3]:

Deleted: <#> Gifts. GIFTS ARE ADDRESSED IN THE ETHICS POLICY ABOVE SEC. 1.15.9(b)
¶
The Board may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation. Directors may not receive personal gifts valued above \$50.¶

Deleted: Chair

Deleted: -

Deleted: Chair

Deleted: Chair

Deleted: chair

Deleted: v

Deleted: -

Deleted: chair

Deleted: Chair

Deleted: chair

Deleted: secretary

officer or agent of the Corporation by appropriate Board resolution, by a specific provision of these Bylaws, or by statute.

Deleted: -

(g) In general, the Chair of the Board shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board.

Deleted: Chair

Section 3. Vice Chair.

In the absence of the Chair, or in the event of his or her inability to act, the Vice Chair shall perform the duties of the Chair. When so acting, the Vice Chair shall have all power of and be subject to all the same restrictions as those incumbent upon the Chair. The Vice Chair shall also perform other duties as from time to time may be assigned to him or her by the Chair.

Deleted: -

Deleted: Chair

Deleted: chair

Deleted: vice

Deleted: -

Deleted: chair

Section 4. Secretary.

The secretary shall keep the minutes of all proceedings of the Board and make a proper record of the same, which shall be attested by the secretary. The Secretary shall keep such books as may be required by the Board and shall perform such other duties as may be required by the Board. The Secretary shall cause notices to be posted of all Board meetings in accordance with the Texas Open Meetings Act.

Deleted:

Deleted: chair

Deleted: vice

Deleted: chair

Deleted: chair

Deleted: vice

Deleted: chair

Section 5. Treasurer.

The Treasurer shall, in general, perform all the duties incident to that office and such other duties as from time to time may be assigned to him or her by the Chair of the Board or the Board in general. The Treasurer shall receive and give receipt for money due and payable to the Corporation and shall deposit such monies received by the Corporation, in accordance with Article IV of these Bylaws, if such monies are not directly deposited in the Corporation's accounts.

Deleted: chair

Deleted: secretary

Deleted: secretary

Deleted: treasurer

Deleted: chair

Deleted: treasurer

Section 6. Assistant Secretaries and Assistant Treasurers.

The Board may appoint assistant secretaries and assistant treasurers as it may consider desirable, who shall in general perform such duties as may be assigned to them by the Secretary or the Treasurer, or by the Chair of the Board. The assistant secretaries and assistant treasurers need not necessarily be Directors.

Deleted: Chair

Section 7. Chief Executive Officer.

Deleted: Executive Director

(a) The Board shall employ an Executive Director, who shall be the Chief Executive Officer (CEO) of the Corporation and who shall serve at the will and pleasure of the Board.

(b) The CEO shall have responsibility for all day-to-day activities of the Corporation, including periodic updates to City Council, and shall be responsible for all applicable administrative requirements of its Articles of Incorporation, these Bylaws, and the Act, as amended.

Deleted: Executive Director

(c) The CEO may have a staff to assist in the carrying out of their responsibilities.

Deleted: Executive Director

Deleted: his

(d) The Board shall develop a job description for the CEO position, a performance review schedule and criteria for review, and shall review the performance of the CEO based upon the schedule and criteria.

Deleted: Executive Director
Deleted: Executive Director

(e) The CEO and staff shall be required to follow the Code of Ethics and all current Personnel Policies and Procedures of the Corporation.

Deleted: Executive Director
Deleted: other
Deleted: City of Bastrop, and for such purposes, the Executive Director shall be under the same provisions as those for the City Manager.

**ARTICLE IV
FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS**

REMOVED & CEO PROVIDES UPDATES TO COUNCIL ABOVE

Section 1. Annual Corporate Budget.

Deleted: .
Commented [AR4]:
Deleted: Program of Work.

The Board shall cause to be prepared, and shall submit to the City Council, a budget for the forthcoming fiscal year, and in accordance with the annual budget preparation schedule set forth by the City Manager. The budget shall be submitted to the City Manager for inclusion in the annual budget presentation to the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be useful to or appropriate for the Board and the City Council. No budget amendments shall become effective without City Council approval. No expenditures of funds shall be made unless such expenditure is provided for by the City Council approved budget of the Corporation.

Deleted: ¶
¶ It shall be the duty and obligation of the Board to develop, prepare, finance, and implement a Program of Work with the objective and for the purpose of developing and diversifying the economic, recreational, educational and cultural aspects of the City.¶
¶ The Board shall periodically submit reports to the City Council as to the status of its activities in carrying out the Program of Work.¶
Deleted: of the City

Section 2. Contracts for Service.

- (a) The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties.
- (b) No such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions.

Section 3. Books, Records, and Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.
- (b) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent auditing and accounting firm approved by the Corporation, which may be included with the City's annual audit process. Such audit shall be at the expense of the Corporation.
- (c) All books, records, accounts, and financial statements shall be kept and administered in accordance with the Texas Public Information Act, Chapter 552, Texas Government Code.

Section 4. Deposit and Investment of Corporate Funds.

- (a) All funds of the Corporation shall be deposited on a regular basis, consistent with generally accepted accounting practices, in a local bank that is a depository of the City, which shall be federally insured and shall be selected following procedures and requirements for selecting a depository as set forth in Chapter 105 of the Local Government Code. All deposits shall be properly accounted for as deposits of the Corporation.
- (b) Temporary and idle funds, which are not needed for immediate obligations of the Corporation, shall be maintained on deposit in the Corporation's depository, or may be invested in any other legal manner in compliance with the Internal Financial Control Policies of the Corporation and City Investment Policy.
- (c) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

Section 5. Expenditures of Corporate Money.

The monies of the Corporation, including sales and use taxes collected pursuant to the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council prior to the execution of loan or financing agreements or the sale and delivery of the Obligations, to the purchasers thereof required by Section 7 of this Article;
- (b) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations, may be used for the purposes of financing or otherwise providing one or more "Projects", as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board, and shall be made only after the approval thereof by the City Council;
- (c) Corporation shall set its own Internal Financial Control Policies for finance and payment policies in accordance with State law.

Section 6. Issuance of Obligations.

Any debt issuance issued by the Corporation shall be in accordance with the statute governing this corporation, but in any event, no debt issuance shall be issued without approval of the City Council, after review and comment by the City's bond counsel and financial advisor.

Deleted: All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be handled in compliance with the finance and payment policies, and applicable Codes, of the City of Bastrop, Texas, as amended from time to time....

Deleted: Policies & Procedures

**ARTICLE V
MISCELLANEOUS PROVISIONS**

Section 1. Principal Office.

- (a) The principal office of the Corporation shall be located at such place as determined by the Board.
- (b) The Corporation shall have and shall continually designate a registered agent at its Registered Office, as required by the Act.

Section 2. Fiscal Year.

The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. Surety Bonds.

The ~~Chair, Vice Chair, and Treasurer~~ of the Board shall give an official bond in the sum of not less than One Hundred Thousand and no/100 Dollars (\$100,000). The bonds referred to in this section shall be considered for the faithful accounting of all monies and things of value coming into the hands of such officers. The bonds shall be procured from some regularly accredited surety company authorized to do business in the State. The premiums thereafter shall be paid by the Corporation. A copy of each officer's bond shall be filed with the Secretary of State.

- Deleted: chair
- Deleted:
- Deleted: vice
- Deleted: -
- Deleted: chair
- Deleted: treasurer

Section 4. Indemnification of Directors, Officers, and Employees.

The Directors shall authorize the Corporation to pay or reimburse any current or former ~~employee~~ director or officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonably incurred by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such position as ~~employee~~ officer or director; provided, however, that such ~~person~~ shall not receive such indemnification if ~~they~~ be finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

- Deleted:
- Formatted: No bullets or numbering
- Deleted: officer or director
- Deleted:
- Deleted: he

Section 5. Legal Construction.

These Bylaws shall be construed in accordance with the laws of the State of Texas.

Section 6. Severability.

If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the

Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

**ARTICLE VI
EFFECTIVE DATE AND APPROVAL**

Section 1. Effective Date.

These Bylaws shall become effective upon the occurrence of the following events:

- (1) the adoption of these Bylaws by the Board, and
- (2) the approval of the Bylaws by the City Council.

Section 2.

These Tenth Amended Bylaws of the Bastrop Economic Development Corporation were approved and adopted at a meeting of the Board of the Bastrop Economic Development Corporation, held on November 16, 2020.

Deleted: Ninth

Deleted: _____, 20__.

[SIGNATURE PAGE FOLLOWS]

Kathryn Nash, Chair
Bastrop Economic Development Corporation

Approved and adopted at a meeting of the City Council held on _____, 20__.

Connie Schroeder, Mayor of Bastrop, Texas

Attest:

Ann Franklin, City Secretary

- Deleted:
- Deleted:
- Deleted: Katherine
- Deleted:
- Deleted: Chair
- Deleted: Chair of the
- Deleted: EDC
- Formatted: Indent: Left: 3.5", First line: 0"
- Deleted: ¶
- Deleted: Ken Kesselus

DRAFT



Agenda Item: 3.5

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0026 of the Bastrop Economic Development Corporation approving the Policies & Procedures of the Bastrop Economic Development Corporation.

Prepared by: BEDC Staff

The BEDC Board discussed editing the current Policies & Procedures at the 01/27/20 Board Retreat and reviewed the edits at the October board meeting. The edited Policies & Procedures are attached for the Board's review.

Attachments:

Draft Resolution

Edited Policies & Procedures

Recommendation – Approve Resolution R-2020-0026 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0026 as submitted.



RESOLUTION NO. R-2020-0026**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO ITS POLICIES & PROCEDURES; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the Bastrop Economic Development Corporation (the “Corporation”) has existing Policies & Procedures approved and adopted on January 23, 2017; and

WHEREAS, the Corporation has amended its Policies & Procedures as provided for in the attached Exhibit “A” (the “Amended Policies”); and

WHEREAS, it is hereby officially found and determined that the Amended Policies are consistent with the certificate of formation of the Corporation, the Bylaws, and state law; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board hereby approves the Amended Policies as established in Exhibit “A”.

SECTION 3. The Board authorizes the Chief Executive Officer to take all necessary actions related to the Amended Policies.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this _____ day of _____ 20____ by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2020-0026

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

Bastrop Economic Development Corporation (“BEDC”) Policies & Procedures

Commented [AR1]: Combined all policies into one document and created a table of contents page.

Chapter 1. Governance **Page 2**

- I. Appointments
- II. Conflicts of Interest
- III. Duties of the Board
- IV. Committees

Chapter 2. Board Meetings **Page 4**

- I. Meetings
- II. Agenda Preparation
- III. Meeting Decorum
- IV. Public Addressing the Board
- V. Officers
- VI. Action by the Board
- VII. Closed/Executive Session
- VIII. Quorum
- IX. Recordings of Meetings
- X. Meeting Minutes

Chapter 3. Financial **Page 8**

- I. Financial Administration
- II. Contracted Services

Chapter 4. Travel **Page 10**

- I. Code of Conduct
- II. Travel Arrangements
- III. Approval of Travel Expenditures
- IV. Attendance by Non-BEDC Appointed Representatives

Chapter 5 Personnel **Page 13**

- I. BEDC Office Operating Hours
- II. BEDC Office Holidays
- III. BEDC Staff Reviews

Chapter 6 Records Retention **Page 14**

- I. Books and Records
- II. Records Open to Public

Chapter 7 BEDC Device, Software, and Proprietary Information **Page 15**

- I. General Provisions
- II. Liability for Loss or Damage to BEDC Equipment
- III. Electronic Communications
- IV. Additional Definitions

Chapter 1: Governance

I. Appointments

Appointments to the BEDC Board ("Board") are made by the Governing Body of the City of Bastrop, according to State Law and the BEDC Articles of Incorporation and Bylaws.

II. Conflicts of Interest

1. Directors of the Board shall sign a Conflict of Interest statement upon appointment to the Board, which shall be kept in the BEDC's files at the BEDC office for a period of four (4) years after the Director leaves the Board.
2. In accordance with the Bylaws of the BEDC, the Directors are subject to the City's Code of Ethics Policy, set forth in the City's Code of Ordinances, Article 1.15, et seq., and shall conform thereto for purposes of addressing potential or actual conflicts of interest.
3. In the event that a Director is aware that he or she has a conflict of interest or potential conflict of interest as defined by State Law and/or the City of Bastrop's Ethics Policy of the City Code of Ordinances, with regard to any particular matter or vote before the Board, the Director shall bring the same to the attention of the Chief Executive Officer (CEO) if available (or the Board Chair if the CEO is not available) and shall abstain from discussion and voting thereof.
4. If any Director or member of the public believes that any Director may have a conflict of interest on a matter before the Board, he/she is advised to inform the CEO if available (or the Chair if not) in writing.
5. Any questions or complaints regarding possible ethics violations shall be conveyed in writing to the BEDC Attorney who shall review the City's Ethics Policy for any violations.

Commented [AR2]: Changed all references to "Bastrop EDC" or "EDC" to "BEDC" throughout entire document

Deleted: and/

Deleted: and/

Deleted: Chair and/or Executive Director

Deleted: Chair and/or Executive Director

III. Duties of the Board

Directors serve as voting members of the Board of Directors of the BEDC, developing policies, procedures and regulations, and monitoring financial performance of the Corporation.

Deleted: Bastrop

1. Directors shall have the following obligations to the Corporation:
 - a) Be knowledgeable and support the mission, purpose and goals of the BEDC.
 - b) Discharge the duties of a Director as outlined in the applicable state statutes, Articles of Incorporation, Bylaws, and these Policies & Procedures.
 - c) Have oversight of the CEO tasked with carrying out the day-to-day operations of the Corporation.
 - d) Participate in the establishment and adoption of policy and procedures of the Corporation.
 - e) Monitor the financial performance of the Corporation.
 - f) Participate in the development of the economic development strategy and monitor the performance of the Corporation in fulfilling its mission, purpose and goals.

Commented [AR3]: "Executive Director changed to "CEO"

Deleted: Executive Director

2. ~~The Board shall have sole authority to hire, fire and direct an Executive Director.~~
3. ~~The Board shall enter into a written employment contract with the Executive Director who shall serve as the Chief Executive Officer (CEO) having the authority to hire, manage and direct BEDC staff, as well as oversee the day-to-day operations of the BEDC, enforcement of these policies and carrying out the BEDC mission.~~
4. ~~The Board shall approve the staffing level of the BEDC during the annual budget process.~~
5. The Board shall adopt a mission statement and adopt an annual budget that allows for the mission of the BEDC to be carried out. This budget shall be adopted in accordance with the Bylaws and City's annual budget schedule.
6. The Board shall approve the expenditure of funds in accordance with all applicable laws and these Policies & Procedures.
7. In accordance with the adopted mission, the Board shall promote projects or programs that directly accomplish or aid in the accomplishment of creating or retaining jobs and capital investment, including educational, job training or planning and research activities necessary to promote job creation or retention. The Corporation's focus of economic development will be primarily in the areas of:
 - a) Primary job and capital investment creation, including business retention and expansion of existing primary industries and new enterprises and their job creation.
 - b) Non-primary industry business development, including existing business retention and expansion, small business development, and retail and destination development.
 - c) Community development, including infrastructure development within applicable laws.
 - d) Development and re-development within the community.
 - e) Education and workforce development supporting local industry.

Commented [AR4]: Combined CEO-related portions of Section V "EDC Operations and Staffing" here. The rest became "Chapter 5: Personnel".

IV. Committees

1. The officers of the Board shall comprise the Executive Committee of the Board.
2. The Board may create standing ~~or~~ ad hoc committees as needed. The Board Chair may appoint Directors and/or members of the public to committees as needed.

Deleted: and/or

Chapter 2: Board Meetings

I. Meetings

1. The BEDC Board of Directors (“Board”) shall adopt a schedule for regular meetings, including date, time, and location, in accordance with the Bylaws of the BEDC.
2. All meetings and deliberations of the Board shall be called, convened, held and conducted in accordance with the requirements of the Texas Open Meetings Act and applicable State Law.
3. Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause. The Council shall be advised of and may remove any Director who is absent from three (3) consecutive regular or special meetings, or 66% of total meetings, in accordance with the Bylaws of the BEDC.

It shall be the CEO’s responsibility to monitor and report attendance, as required or necessary.

Commented [AR5]: “BEDC Board of Directors” is now “Board” throughout.
Deleted: astrop

Deleted: Executive Director
Deleted: and/

II. Agenda Preparation

1. The CEO in cooperation with the Executive Committee shall have administrative oversight in preparing meeting agendas.
2. Any individual or group who wishes to have an item of business placed on the agenda shall make a written request to the CEO. The request must be in writing and must state the nature of the matter so that the CEO and/or appropriate staff will have an opportunity to prepare the appropriate materials for the Board’s consideration. The request must be received by the CEO no later than ten (10) days prior to the meeting, in accordance with the Bylaws of the BEDC.
3. If appropriate, the CEO will resolve requests that do not require Board action. If Board action is required, the CEO, in consultation with the Executive Committee, will determine when the individual or group should be placed on the agenda. The time limit for any individual or representative addressing the Board shall be five minutes, unless the Chair permits additional time.
4. Agenda packets, prepared by the BEDC staff, shall include as much background information on the subject as is available and feasible, for each item of business placed on it. The agenda shall be posted at Bastrop City Hall and on the BEDC’s website at least 72 hours prior to the meeting.

Deleted: Executive Director

Deleted: Executive Director
Deleted: Executive Director
Deleted: and/or assist in the preparation of
Deleted: Executive Director

Deleted: Executive Director
Deleted: Executive Director
Deleted: ,

Deleted: at the BEDC offices,

5. Draft Agenda Board packets shall be provided to Board on or before five (5) calendar days before any meeting.

III. Meeting Decorum

1. The purpose of this policy is to establish rules of decorum for members of the public attending and/or addressing the Bastrop Economic Development Corporation (BEDC) in a public meeting. The policy is intended to facilitate the conduct of public meetings in an open and orderly manner and in an environment safe for all persons in

Deleted: astrop

attendance, and to promote open meetings that welcome debate of issues being discussed by the BEDC Board in an atmosphere of fairness, courtesy, and respect for differing points of view.

2. Public Meeting Decorum:

- a) Persons in the audience will refrain from behavior which will disrupt the public meeting. This will include making loud noises, clapping, booing, hissing, shouting, or engaging in any other activity in a manner that disturbs, disrupts or impedes the orderly conduct of the meeting.
- b) Persons in the audience will refrain from creating, provoking or participating in any type of disturbance involving unwelcome physical contact.
- c) Persons in the audience will refrain from talking on cell phones while the meeting is in session.
- d) The Chair may rule out of order any comments made that are rude, inappropriate, or intended to harass any person or group of people or that are not addressed to the entire Board, and is authorized to take reasonable and appropriate measures to ensure compliance with these rules. Any person addressing the Board or observing the meeting shall not make personal, impertinent, slanderous, profane, threatening, or abusive remarks to any Director of the Board, staff, or general public.
- e) Failure to comply with this Public Meeting Decorum Policy which will disturb, disrupt or impede the orderly conduct of the meeting may result in removal from the meeting and/or possible arrest.

Commented [AR6]: Per legal counsel

IV. Public Addressing the Board

1. Public Comment Period

- a) For persons wishing to address the Board on items not listed on the agenda, the speaker should complete a "Request to Speak" form and submit to the Board Chair or designated staff member.

Deleted: BEDC

For Public Comments, the completed "Request to Speak" form should be submitted before the meeting being called to order by the Chair.

- b) The time limit for any individual or representative addressing the Board shall be three minutes unless the Chair approves additional time.
- c) Directors and staff may not comment on matters brought to the Board during the public comment period.
- d) Speakers' comments should be addressed to the full body. Requests to engage any specific Board member(s) or staff in conversation will not be honored. Abusive language will not be tolerated.
- e) Speaker should provide their name and address at the beginning of their remarks for the formal record.
- f) Speakers and any other members of the public will not approach the Board at any time without prior consent from the Chair of the meeting.

2. Agenda Item Comments

- a) For persons wishing to address the Board on agenda items, the speaker should complete a "Request to Speak" form and submit to the Board Chair or designated staff member.

Deleted: BEDC

For Agenda Item Comments, the completed "Request to Speak" form should be submitted before the agenda item being called for consideration by the Chair.

- b) Generally, once an agenda item is called for consideration by the Chair, the following sequence shall occur:
 - i. Presentation of the agenda item by BEDC staff and/or requestor,
 - ii. Board questions and answers related to the presentation of the agenda item,
 - iii. Public comments on the agenda item,
 - iv. Board consideration of action related to the agenda item:
 - Motion and second
 - Debate
 - Vote
 - v. The Board shall consider only one single motion and second at a time.
- c) The time limit for any individual or representative addressing the Board shall be three minutes and limited to the agenda item under consideration unless the Chair approves additional time.
- d) Abusive language will not be tolerated.
- e) Speaker should provide their name and address at the beginning of their remarks for the formal record.
- f) Speakers and any other members of the public will not approach the Board at any time without prior consent from the Chair of the meeting.

V. Officers

1. The officers of the Board shall be Chair, Vice Chair, Secretary and Treasurer as prescribed in the Bylaws of the Corporation.
2. The Presiding Officer shall preside at the meetings of the Board and shall have the following powers:
 - a) To call the meeting to order and adjourn at the conclusion of business or in an emergency;
 - b) To rule motions in or out of order, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes;
 - c) To determine whether a speaker has gone beyond reasonable standards of courtesy in his/her remarks and to entertain and rule on objections from other members on this ground;
 - d) To call a brief recess at any time.
3. In accordance with the Bylaws of the BEDC, at all meetings of the Board, the chair shall preside and, in the absence of the Chair, in the order of availability, the Vice Chair, the Treasurer or the Secretary shall exercise the powers of the Chair.

Deleted: -

In the absence of an officer, the Board shall elect a Presiding Officer from the attending membership.

VI. Action by the Board

1. The Board shall proceed by motion. Any Director, including the Chair, may make a motion.

- 2. A Director may make only one motion at a time.
- 3. The Chair shall preside over the debate.
- 4. A motion shall be adopted by a majority of the votes present.

VII. Closed/Executive Sessions

The BEDC Board shall have the authority to meet in closed/executive session pursuant to the Texas Local Government Code, Chapter 551.

Deleted: Bastrop

Deleted: of Directors

VIII. Quorum

In accordance with the Bylaws of the BEDC, a majority of the Directors shall constitute a quorum for the conduct of official business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law, or is otherwise required within the Bylaws of the BEDC.

IX. Recording of Meetings

- 1. Any radio or television station is entitled to broadcast all or any part of an official meeting of the Board that is required to be open to the public. Any person may photograph, film, tape record, or otherwise reproduce any part of a meeting required to be open.
- 2. The Chair and/or designee reserves the right to designate where any and all broadcasting, photographing, filming and/or recording devices and operating personnel may be placed and/or displaced at any meeting required to be open.
- 3. The BEDC may contract with any organization or entity that provides video recording and live streaming capabilities.

X. Meeting Minutes

- 1. Minutes shall be kept of all meetings of the Board of Directors.
- 2. Closed session minutes will be kept as required by law.
- 3. Draft minutes become official upon Board approval.

Commented [AR7]: References to records retention were moved to a separate section.

Deleted: <#>Records Retention ¶

¶
The BEDC shall adhere to the Texas State Library and Archives Commission schedule for local government. ¶

¶
Video recordings are retained for up to two years, unless otherwise required by state law. ¶

Chapter 3: Financial

I. Financial Administration

The Corporation's financing and accounting records shall be maintained according to the following guidelines:

1. The Corporation shall contract with the City of Bastrop, or any approved public accounting firm, for financial and accounting services that includes monthly financial reports and annual audits to be distributed to the Board of Directors.
2. The BEDC will comply with the Financial Policies & Procedures of the Corporation and applicable state and federal laws.
3. In accordance with the Bylaws of the BEDC, the Board shall cause to be prepared, and shall submit to the City Council of the City, a budget for the forthcoming fiscal year, and in accordance with the annual budget preparation schedule set forth by the City Manager.
4. The CEO shall have the authority to make purchases and sign contracts up to the value of ten thousand dollars (\$10,000), on behalf of the Corporation.
5. Internal Financial Control Policy related to annually budgeted "Contingency Funds".
 - a) The BEDC CEO or staff may remove, commit, obligate or spend funds held by the BEDC as "Contingency Funds" in an amount not to exceed \$1,000, after obtaining prior written approval of the BEDC Board Chair. (IFC #1)
 - b) Neither the CEO nor the staff of the BEDC may remove, commit, obligate or spend more than \$1,000 of the funds held by the BEDC as "Contingency Funds" without prior notice to and formal approval by a majority vote of the BEDC Board of Directors. (IFC #2)
6. Internal Financial Control Policy related to "reserved" or "restricted funds" of the Corporation.
 - a) Certain BEDC funds, commonly referred to by the Board of Directors as "reserved" or "restricted funds", may be placed in alternative investment options/instruments, when jointly agreed upon by and between the Board Chair, CEO and the City of Bastrop's Director of Finance, so long as the alternative options/ instruments selected for such placement have been formally approved and adopted by the City of Bastrop for its municipal Financial Investment Policy. (IFC #3)

Deleted: Executive Director

Deleted: Executive Director

Deleted: and/

Deleted: Executive Director

Deleted: Executive Director

7. The fiscal year for the BEDC shall begin October 1st of each year and the budget for each year shall be prepared by the CEO and presented for Board approval on or before the preceding July meeting of the BEDC each year.

II. Contracted Services

1. General Services & RFQs

- a) The Corporation may contract for professional, consultant, construction, financial, legal or other service intended to carry out the mission of the Corporation.
- b) Any such contracted for service does not require a request for qualifications process, or any similar process; however, any amount over \$10,000 requires Board approval and any amount over \$100,000 to be paid in a single sum, or cumulatively within a ninety (90) day time frame for any such services, shall require a request for qualifications to be issued and prepared by the CEO with subsequent Board approval of the selection.

Deleted: Executive Director

2. Legal Services

- a) The Corporation shall contract with an attorney who has experience with economic development and municipal law.
- b) There shall be a written engagement between the BEDC and the attorney firm.
- c) The CEO, in consultation with the Executive Committee, shall have the authority to contract with outside legal counsel when in his/her opinion a project or legal matter would benefit from such counsel.
- d) Directors are advised to contact the CEO of the Corporation regarding legal matters to avoid duplicative communications with legal counsel. In matters related to the performance of the CEO, Directors are advised to contact the Chair of the Board.

Deleted: Executive Director

Deleted: and/

Deleted: Executive Director

Deleted: Executive Director

Deleted: the

DRAFT

Chapter 4: Travel

The Bastrop Economic Development Corporation (BEDC) participates in a variety of activities that require staff or directors to travel on behalf of the organization. Since staff and directors are frequently required to travel, attend local meetings, or otherwise incur expenses in the interest of the BEDC, it is necessary to establish standard regulations governing the behavior, expectations, and expenses associated with this travel. To provide uniformity, the following procedures will be followed by all BEDC representatives.

Deleted: astrop

I. Code of Conduct

All representatives of the BEDC and participants in travel sponsored by the BEDC are expected to commit to the following:

Deleted: astrop

Deleted: astrop

1. Show respect for every representative of the BEDC and business associates encountered while traveling by refraining from all forms of intimidation, sexual and physical harassment, and acts of prejudice that infringe upon the rights of others.
2. Refrain from causing physical injury to themselves and others. A representative will be held financially and legally responsible for any and all damage inflicted upon other persons.
3. Refrain from causing damage to real or personal property of others. A representative will be held financially and legally responsible for any and all damage inflicted upon the property of others.
4. Preserve the quality of facilities visited during their travels.
5. Respect cultural differences. This includes observing the proper etiquette in business/social settings, e.g. being punctual for appointments, not speaking out of turn, etc.
6. Refrain from irresponsible behavior, including the inappropriate or excessive consumption of alcohol.
7. Refrain from behaving in ways that would be considered unprofessional or tarnish the reputation of the BEDC.

Deleted: astrop

Deleted: astrop

II. **Travel Arrangements:** The Staff of the BEDC will handle all travel arrangements for BEDC events. The most economical means of travel to destination and return will be utilized, while accounting for the preferences and schedules of EDC representatives.

Deleted: astrop

Deleted: astrop

1. **Commercial Airlines:** The BEDC will only pay for air coach tickets. If a representative wishes to upgrade their tickets, they must pay for this expense out of pocket.
2. **Personal Vehicles:** The BEDC will pay a per mile rate based on the amount authorized by the Internal Revenue Service. Mileage will be limited if a representative chooses to drive when air travel would have been cheaper or timelier. It is recommended that EDC representatives attempt to carpool if possible.

Deleted: astrop

Deleted: astrop

3. **Taxis, Transportation Network Companies (TNC) and other Chauffeured Services:** If a BEDC representative is not in possession of or in the same vehicle as a representative with a BEDC credit card, the BEDC will reimburse a representative's taxi, TNC, chauffeured vehicle services, and bus fares for required transportation. Representatives are encouraged to utilize the most economic transportation method and carpool if possible. Receipts must be provided for reimbursement.

Deleted: n
Deleted: n
Deleted: astrop

4. **Vehicle Rental:** The BEDC prefers not to rent vehicles unless otherwise necessary. If necessary, the BEDC has a corporate account and staff will take care of making reservations. This account includes vehicle insurance, so the BEDC representative does not need to purchase additional insurance. In accordance with rental company regulations, the vehicle rental must be paid for with a credit card in the name of the person renting the vehicle. If a BEDC representative is renting a vehicle and does not have a BEDC credit card issued in their name, the expenses associated with renting the vehicle will be reimbursed to the representative.

Deleted: astrop
Deleted: astrop

Deleted: n
Deleted: n

5. **Parking:** The BEDC will pay for airport parking, in long-term parking lots only, as required while a representative is out of town. If a representative parks in a more expensive lot, the BEDC will reimburse at the lower parking rate. While at the destination, the BEDC will also pay for required parking fees for personal or rented vehicles. BEDC representatives shall choose the most economical parking options while at their destination.

Deleted: astrop
Deleted: astrop
Deleted: astrop

6. **Lodging:** The BEDC Staff will handle making lodging reservations on behalf of BEDC representatives. BEDC representatives shall make their lodging accommodation preferences known at the request of BEDC staff. The BEDC will attempt to pay for lodging on a BEDC issued credit card; however, if a BEDC representative must pay for lodging on their own credit card they will be reimbursed.

Deleted: astrop
Deleted: n
Deleted: n

7. **Per Diem:** The BEDC will provide representatives with a per diem that is in accordance with the U.S. General Services Administration Per Diem Rates for the appropriate fiscal year and destination city.

Deleted: astrop

8. **Registration Fees:** The BEDC will pay registration fees associated with BEDC related activities. These shall be prepaid in most circumstances.

Deleted: astrop

9. **Entertainment Related Marketing Expenses:** BEDC staff will attempt to anticipate entertainment expenses related to marketing Bastrop and seek prior approval from the CEO if available, or the Chair or Treasurer if not available. Alcohol may be purchased in limited circumstances and shall be pre-approved in writing by the CEO, Chair or Treasurer in advance. Failure to obtain such pre-approval shall prohibit reimbursement. Representatives may not otherwise use BEDC funds for the purchase of alcohol for personal consumption.

Deleted: Executive Director
Deleted: ,
Deleted: and/
Deleted: Executive Director
Deleted: and/
Deleted: astrop

10. **Other Expenses:** The BEDC will not pay for expenses unless it specifically relates to the purpose of the trip, a project and/or an event.

III. **Approval of Travel Expenditures:** Travel expenses will be reconciled and reviewed by the CEO and Treasurer for compliance with this policy.

Deleted: Executive Director

IV. **Attendance by Non-BEDC appointed Representatives:** The BEDC acknowledges that non-BEDC representatives (e.g. spouses, significant others, or relatives) may

Deleted: astrop

travel with BEDC representatives. Non-BEDC appointed representatives must purchase and pay for all of their travel accommodations and associated expenses themselves. If the attendance of non-BEDC appointed representatives increases the cost of travel accommodations for the BEDC portion of the trip, these additional costs will need to be reimbursed to the BEDC. Non-BEDC representatives must not interfere with the schedule of BEDC representatives, and while they may attend extracurricular and afterhours activities, they must conduct themselves in the same professional manner as the BEDC representatives.

Deleted: astrop

Deleted: appointed

DRAFT

Chapter 5: Personnel

I. BEDC Office Operating Hours

1. The BEDC shall operate normal business hours and be open from 8am to 5pm Monday through Friday unless there is an emergency or otherwise approved by the CEO if available, or the Chair or Treasurer if not available.

II. BEDC Office Holidays

1. The following shall be the calendar of holidays for BEDC employees:
New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

2. BEDC employees may utilize up to two (2) floating holidays in lieu of the above holidays.

III. BEDC Staff Reviews

1. The CEO shall conduct annual reviews of each BEDC staff member in September of each year and prepare as part of the CEO's own annual review each October/November their findings, outcomes and goals for each staff member from this review.
2. The BEDC staff shall be subject to the personnel policies of the City of Bastrop except where preempted by these Policies & Procedures or other written contracts as approved by the Board.

Commented [AR8]: Created a new Chapter for "Personnel"

Deleted: HAPTER

Deleted: ERSONNEL

Chapter 6: Records Retention

I. Books and Records

1. The Corporation shall keep correct and complete books and records of account. The Corporation's books and records shall include:
 - a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation, any Articles of Amendment, Restated Articles, Articles of Merger, Articles of Consolidation, and statement of change of registered office or agent.
 - b) A copy of the Bylaws and any amended versions or amendments to the Bylaws.
 - c) Minutes of the proceedings of the Board of Directors.
 - d) A list of names and addresses of the directors and officers of the Corporation.
 - e) A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of each fiscal year.
 - f) A financial statement showing the income and expenses of the Corporation for each fiscal year.
 - g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
 - h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's tax years.
2. The BEDC shall adhere to the Texas State Library and Archives Commission schedule for local government.
3. Video recordings of BEDC board meetings are retained for up to two years, unless otherwise required by State Law.

II. Records Open to Public

1. The BEDC shall comply with Texas Government Code Chapter 552 ("the Texas Public Information Act"); and, all records of the Corporation shall be made available to the public for inspection or reproduction in accordance with the requirements of said Act.

Commented [AR9]: Created a new section for records retention provided by legal counsel.

Deleted: CHAPTER

Deleted: ECORDS

Deleted: ETENTION

Commented [AR10]: Moved from the Board Meetings Policy

Chapter 7: BEDC Device, Software, and Proprietary Information

I. General Provisions

1. The BEDC has a substantial investment in the property and equipment provided for employee convenience to ease the effective and efficient accomplishment of the BEDC business. Appropriate use of facilities, equipment, and other items of BEDC property is expected from directors, officials, employees, and other BEDC staff.
2. A director, official, employee, and other BEDC staff shall use BEDC equipment in accordance with established procedures and shall not abuse, damage, or lose the equipment or software. BEDC property or equipment shall not be used for any personal non-BEDC business, except as specified either in these Policies & Procedures or by approval of the Board.
3. Directors, officials, employees, and other BEDC staff may be assigned authorized use of BEDC-owned devices, technology, computers, software licenses, phones, and/or cases for the mutual convenience of the BEDC and its directors, officials, employees, and other BEDC staff. These items are subject to inspection at any time for any reason by the Executive Director/Chief Executive Officer. Data caches, voice and e-mail boxes, pager and cellular phone memory banks, and other electronic storage systems provided by the BEDC may be "opened," "read," or inspected in the same manner as the contents of BEDC furnished desks and other equipment.
4. A director, official, employee, and other BEDC staff shall not, regardless of value, take BEDC property without authorization. The use of any BEDC property, equipment, or facility for personal gain, or for other than official duty-related use is forbidden.
5. The following is a non-exhaustive list of BEDC-owned property and/or proprietary information that may be provided to directors, officials, employees, and other BEDC staff for use: devices, computers, cell phones, cell phone stipends (for phones to be used for BEDC business, but subject to Texas Public Information Act), software and corresponding licenses on any computer or device, social media accounts and access thereof, passwords provided for BEDC-related social media and business accounts.
6. All items in the aforementioned Section 5 above are property of the BEDC and shall be relinquished to the BEDC upon resignation or termination from the position held.
7. Data created in the course of BEDC business on electronic communication systems is considered a part of the Texas Public Information Act and all electronic documents are subject to this Act.
8. The purpose of electronic communications systems is to enhance the BEDC's accessibility to directors, officers, employees, and staff, and improve service delivery. Limited personal use of electronic communications systems is acceptable; however, no expectation of privacy arises to personal use.

Deleted: CHAPTER

Deleted: EVICE

Deleted: OFFTWARE

Deleted: AND

Deleted: PROPRIETARY

Commented [AR11]: Created a new section for BEDC device, software, and proprietary information provided by legal counsel.

Deleted: INFORMATION

9. Prohibited activity with any BEDC-owned, or personal electronic communications system being used on BEDC property or being used to conduct BEDC business, including cell phones, unless specifically delineated otherwise, includes:

- a) Engaging in illegal, fraudulent, or malevolent conduct;
- b) Transmitting or storing material that is threatening, obscene, sexually explicit or disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious or political beliefs;
- c) Obtaining unauthorized access to any BEDC-owned computer or data system;
- d) Unauthorized disclosure of BEDC computer data to another individual, whether or not the individual is an employee of the BEDC;
- e) Unauthorized creation, duplication, destruction, deletion or alteration of BEDC computer data;
- f) Sharing or disclosure of BEDC-owned computer user IDs. This applies equally to someone disclosing this information as well as any person using it;
- g) Using another individual's account or identity without explicit authorization;
- h) Distributing or storing chain letters, solicitations, offers to buy or sell goods, or other non-business material of a trivial or frivolous nature;
- i) Activity used for outside employment or other direct financial profit;
- j) Conducting political campaigns or other activity; and
- k) Gambling or playing a game for money or other stakes.

II. Liability for Loss or Damage to BEDC Equipment

- 1. Repayment Required. Any director, official, employee, and other BEDC staff who causes or permits loss or damage to BEDC issued property, devices, or equipment to occur through an act of unauthorized use, or through an act or omission that constitutes misconduct or negligence, excluding theft, may have to repay the BEDC for the loss or damage as determined by the Executive Director/Chief Executive Officer.
- 2. "Misconduct" as used in this Section is violation of a rule, procedure, or law.
- 3. "Negligence" as used in this Section is failure to exercise the degree of care that an employee with ordinary prudence would exercise under the same or similar circumstances.

III. Electronic Communications

- 1. In the course of conducting BEDC business, employees will create, store, transmit, receive and manage electronic data. All data that is handled by BEDC directors, officials, employees, and other BEDC staff is the property of the BEDC regardless of the media (including paper copies), equipment or information system that is used to create, store or transmit the data.

IV. Additional Definitions

- 1. BEDC-owned Equipment – Any device that the BEDC physically provides that accesses, stores or transmits electronic data. This includes, but is not limited to, computers, cell phones, traditional phones, other devices, etc.

2. Personal Equipment – Any device that is not provided by the BEDC that may be used to access, store or transmit BEDC electronic data. This includes, but is not limited to, any type of personal computer, tablet computer, cell phone, etc.
3. Information System – The software application, operating system, e-mail system or website, either Internet or intranet, that is used to access, store or transmit electronic data.

DRAFT



Agenda Item: 3.6

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0027 of the Bastrop Economic Development Corporation approving the Seventh Amended Protective Covenants of the Bastrop Business and Industrial Park.

Prepared by: BEDC Staff

The edited Protective Covenants are attached for the Board’s review.

Attachments:
Draft Resolution
Edited Protective Covenants

Recommendation – Approve Resolution R-2020-0027 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0027 as submitted.



RESOLUTION NO. R-2020-0027**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO THE PROTECTIVE COVENANTS FOR THE BASTROP BUSINESS AND INDUSTRIAL PARK; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the Bastrop Economic Development Corporation (the “Corporation”) is the owner of over fifty-one percent (51%) of that certain 265.403-acre tract of real property in Bastrop County, Texas, known as the Bastrop Business and Industrial Park; and

WHEREAS, the Corporation has existing Protective Covenants for the Bastrop Business and Industrial Park; and

WHEREAS, the Board approved the Sixth Amended Protective Covenants on January 12, 2015; and

WHEREAS, the Corporation has amended the Protective Covenants as provided for in the attached Exhibit “A” (the “Amended Covenants”), and provided written notice to all current property owners at the Industrial Park of these Amended Covenants; and

WHEREAS, it is hereby officially found and determined that the Amended Covenants are consistent with state law; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board hereby approves the Amended Covenants as established in Exhibit “A”.

SECTION 3. The Board authorizes the Chief Executive Officer to take all necessary actions, including filing the Seventh Amended Protective Covenants with Bastrop County.

SECTION 4. This Resolution is effective upon passage.

RESOLUTION NO. R-2020-0027

DULY RESOLVED AND ADOPTED on this _____ day of _____ 20__ by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

**Bastrop Economic Development Corporation's
 Seventh Amended Protective Covenants
 Bastrop Business and Industrial Park
 Bastrop, Texas
 Bastrop County, Texas**

Deleted: ix

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

THAT, WHEREAS, BASTROP ECONOMIC DEVELOPMENT CORPORATION, a Texas economic development corporation (hereinafter referred to as the "BEDC"), is the owner of over fifty-one percent (51%) of that certain 265.403 acre tract of real property located in Bastrop County, Texas, as more fully described in "Exhibit A," attached hereto and made a part hereof for all purposes, ("Bastrop Business and Industrial Park" or the "Park" or the "Property"); and

WHEREAS, the Property was made subject to a Declaration of Protective Covenants, Conditions and Restrictions for the Bastrop Business Industrial Park, recorded at Volume 844, Pages 799-835, filed on or about April 3, 1997, in the Official Records of Bastrop County, Texas, (the "Original Protective Covenants, Conditions and Restrictions"); and

WHEREAS, the Original Protective Covenants, Conditions and Restrictions have been previously amended by the BEDC on six prior occasions, as follows:

Deleted: five

1. On or about December 3, 1997, the First Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 882, Pages 606-621, in the Official Records of Bastrop County, Texas ("First Amendment"); and
2. On or about October 7, 1998, the Second Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 939, Pages 608-623, in the Official Records of Bastrop County, Texas ("Second Amendment"); and
3. On or about March 29, 1999, the Third Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 971, Pages 09-10, in the Official Records of Bastrop County, Texas ("Third Amendment"); and
4. On or about May 13, 1999, the Fourth Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

Volume 980, Pages 797-798, in the Official Records of Bastrop County, Texas (“Fourth Amendment”); and

5. On or about July 7, 2014, the Fifth Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 2332, Pages 267-288, in the Official Records of Bastrop County, Texas (“Fifth Amendment”); and

Formatted: List Paragraph, Left, No bullets or numbering

6. On or about May 7, 2015, the Sixth Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded in the Official Records of Bastrop County, Texas (“Sixth Amendment”); and

WHEREAS, BEDC, pursuant to the Texas Property Code, Title 11, Chapter 202, as owner of over fifty-one percent (51%) of the Property, now wishes to amend the Sixth Amended Protective Covenants, Conditions and Restrictions and replace those prior recorded Amendments to the Covenants, Conditions and Restrictions with those detailed herein, as the Seventh Amended Protective Covenants, Conditions and Restrictions (“Seventh Amendment”); and

Deleted: Fifth

Deleted: Sixth

Deleted: Sixth

WHEREAS, the BEDC desires that the Property and/or portions thereof sold and conveyed by the BEDC in the future shall be subject to the covenants, conditions and restrictions, liens, and charges hereinafter set forth as the Seventh Amendment; and

Deleted: Sixth

WHEREAS, BEDC desires to create and carry out a uniform plan for the improvement, development, and sale of the Property and portions thereof for the benefit of the present and future owners of the Property, and desires to maintain a high quality of development in the Park, BEDC hereby adopts and establishes the following Seventh Amended Covenants, Conditions and Restrictions (“Protective Covenants” or “Covenants”), which shall apply uniformly to the use, improvement, occupancy, and conveyance of all the Property, including the roads, avenues, streets, alleys, and waterways therein; and each contract or deed which is executed with regard to the Property, or any portion thereof, shall conclusively be held to have either been: (1) executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed), or (2) have received full notice of this Seventh Amendment to the covenants now applicable to the Property, going forward; and

Deleted: Sixth

Deleted: Sixth

WHEREAS, the purpose of the original and these amended Protective Covenants is to ensure that the Industrial Park is developed and maintained as a high quality industrial park, serving the Central Texas area, and that the Property and development therein maintains and increases in value, over time, for those businesses and industries which have elected to locate and operate in the Industrial Park; and

WHEREAS, to maintain the high quality and standards noted herein, the BEDC and City shall enforce these Protective Covenants and the City’s Code of Ordinances,

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

promptly, assertively, consistently and fairly to the benefit of all who own Property and/or operate in the Industrial Park.

NOW, THEREFORE, it is hereby declared that all the Property shall be held, sold, conveyed, and occupied subject to the following Protective Covenants, which are hereby amended and adopted by the BEDC for the purpose of protecting the value and desirability of the Property and the Industrial Park, and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and occupier thereof. Further, the above listed prior amendments to the Protective Covenants, filed in the Bastrop County Official Records, are hereby abrogated and replaced in whole by the following Seventh Amendment to the Protective Covenants.

Deleted: Sixth

BASTROP BUSINESS AND INDUSTRIAL PARK PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (“PROTECTIVE COVENANTS” OR “COVENANTS”)

Formatted: Font: 12 pt

A. DEFINITIONS:

For the purposes of these Protective Covenants, the following terms and words are to be used and interpreted as hereinafter defined.

- 1. **BEDC and/or Bastrop Economic Development Corporation:** A 4B Economic Development Corporation operating under the laws of the State of Texas, statutorily enabled and operating pursuant to Chapters 501 and 505 of the Local Government Code, and the owner and developer of fifty-one percent (51%) or more of the Property in the Bastrop Business and Industrial Park, as of the date of this amended filing. The BEDC includes its Board of Directors, (also referred to herein as the “Board”), and any reference to “BEDC” or “Board” actions are those acts of the Corporation that are approved by the Board.
- 2. **Berm:** An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.
- 3. **Boundary Property Line:** The location on land where one property ends and another property begins that is usually defined by a survey, meets and bounds, deeds and conveyances or other legal division of land. ~~The near side of any street, alley, stream, or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between the two parcels of property shall be interpreted as the boundary property line.~~

Formatted: Strikethrough

**SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK**

Deleted: IX

4. **Building:** Any structure intended for shelter, housing, or enclosure of persons, animals, or chattel. When separated by dividing walls without openings, each portion of such structure so separated shall be deemed a separate structure.
 - A. **Primary:** A building in which the primary activity associated with the lot is conducted.
 - B. **Accessory:** A building customarily incidental and subordinate to the primary building located on the same lot.
5. **Building Area:** That portion of a lot upon which buildings may be placed, excluding required yards and limited by the maximum building coverage as specified.
6. **Building Coverage:** The percent of the lot area covered by the building exclusive of all overhanging roofs.
7. **Building Line:** A line established generally parallel to the front street line. No building or structure may be permitted in the area between the building line and the street right-of-way line.
8. **Caliper:** The diameter of a tree at four (4) feet in height (from natural or built up ground level).
9. **Code of Ordinances:** The ordinances and related regulations that are adopted by and enforced by the City of Bastrop, Texas, and which are generally applicable to the Industrial Park.
10. **Decibel:** A unit measurement of sound pressure.
11. **Easement:** A right given by the owner of a parcel of land to another person, public agency, or private corporation for a specific and limited use of that property.
12. **Face of the Building:** The general outer surface, not including cornices, bay window, or architectural projections.
13. **Frequency:** The number of times per second a vibration or sound wave oscillates.
14. **Frontage:** The measure of property on one side of a street, closest to the street right-of-way, and between the two side property lines associated with the same tract of land.
15. **Ground Cover:** Plants, normally reaching an average maximum height of not more than 24 inches at maturity.

**SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK**

Deleted: IX

16. Height:

- A. **Building:** The vertical distance from grade or base flood elevation, whichever is higher, to the highest finished roof surface (in the case of flat roofs), or to a point at the average height of the highest roof having a pitch.
- B. **Sign:** The vertical distance from the uppermost point of an outdoor advertising sign to the ground immediately below such point.
- C. **Wall:** The vertical distance to the top measured from the foundation wall, or from a girder or other immediate support of such wall.
- D. **Screen/Fence:** The vertical distance to the top measured from natural or built-up ground level immediately below the screen.

17. Industrial Park: The Bastrop Business and Industrial Park Subdivision in the City of Bastrop, Bastrop County, Texas.

18. Landowner: The legal and beneficial owner of all the land proposed to be included in a development or transaction, including the possessor of an option or contract to purchase, or other persons having an enforceable vested proprietary interest in such land.

19. Landscaping: Any combination of living plants (such as grass, ground cover, shrubs, vines, hedges or trees) and non-living landscape materials (such as rocks, pebbles, sand, mulch, walls, fences or decorative paving materials).

20. Loading Space: A space on the same lot as the main building specifically provided for the standing, loading, or unloading of trucks and having minimum dimensions of twelve (12) by sixty (60) feet.

21. Lot: A parcel of land occupied or intended for occupancy by a use permitted in these covenants, including one (1) primary building together with its accessory buildings, open spaces, and parking spaces required by these covenants, and having its principal frontage upon a street or upon an officially approved point of access.

- A. **Corner:** A lot abutting upon two (2) or more streets at their intersection.
- B. **Depth:** The perpendicular distance between the front and the rear lot lines.
- C. **Double-Frontage:** A lot having direct access to two parallel public streets. For purposes of this covenant, land abutting such streets shall be considered "front yards."

SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

- D. Line: The boundary line of the property.
 - E. Frontage: The yard or yards nearest the streets.
 - F. Rear Line: The boundary of a lot, which is most distant from and most nearly parallel to, the front lot line.
 - G. Side Line: Lines running between the front and rear property lines.
22. **Masonry:** The term Masonry, when applied to the Building Design and Material standards contained herein, includes materials such as: stone, brick, stucco, decorative concrete blocks and tilt-wall concrete construction. (Note: fluted, split-face, or other common types of ‘concrete blocks’ are not acceptable.) Other materials, if equal in quality and aesthetic appearance to decorative masonry, may also be considered to be Masonry, upon the specific request made to and approval by the BEDC Board, prior to construction.
23. **Odorous Matter:** Any solid, liquid, or gaseous matter, including but not limited to gases, vapors, dusts, fumes, and mists, which causes an odor sensation to human beings.
24. **Owner:** The BEDC or other party once conveyance of a tract in the Park by the BEDC is final.
25. **Parking Space:** A permanently surfaced area, enclosed or unenclosed, sufficient in size to store one automobile, together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress or egress of an automobile.
26. **Paving:** A system of structuring base material and sealing an impervious wear surface.
27. **Project:** The development of a tract in the Industrial Park by an owner, grantee, occupant or lessee, as approved by the Board and the City, and in compliance with these **Seventh** Amended Protective Covenants, Conditions and Restrictions, as hereinafter amended by the Board.
28. **Screen/Fence:** There are two types of screens/fences allowed in the Industrial Park, as follows: (1) “Opaque”, which is a type of screen/fence that does not provide *any* visibility of the areas or items that are located beyond the barrier and which are generally built from materials such as stone, wood, brick, block or other similar materials; and (2) “Non-opaque”, which is a type of screen/fence that allows a partial or complete view of the areas and items beyond the barrier and which are

Deleted: Sixth

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

generally built from materials such as decorative iron, chain link, or other suitable semi-opaque materials. The BEDC has the right of approval on all proposed Non-opaque fencing, and will consider the use that will be made of the property behind the fence when evaluating approval. Accordingly, all applicants must specify (and document) what use and what materials, equipment, etc., will be placed behind Non-opaque fencing, if proposed. No chain metal fencing that utilizes 'woven slats' will be allowed in the Park. [Reference Section "H."]

29. Shrub: A woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground.

DEFINED UNDER CITY SIGN ORDINANCE REFERENCED HEREIN

30. Site Plan: A site plan is an architectural plan, landscape architecture document, and a detailed engineering drawing of proposed improvements to a given lot; and includes detailed drawings to show a building's footprint, travel ways, parking, power and utility lines and easements, stormwater drainage plan, drainage facilities, sanitary sewer lines, water lines, trails, lighting plan and light details, and landscaping design and garden elements.

Formatted: No bullets or numbering

Commented [AR1]:

Deleted: ¶ Sign: For purposes of this ordinance, "sign" shall mean "outdoor identification sign."

Formatted: Indent: Left: 0.5", No bullets or numbering

Deleted: ¶

Deleted: <#>¶

Formatted: Font: Bold

Formatted: Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Deleted: <#>lighting plan,

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

Formatted: Font: Not Bold

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

31. Smoke: The visible discharge of particulate matter from a chimney, vent, or combustion process.

32. Sound Level Meter: An instrument used to measure sound intensity.

33. Structure: Anything constructed or erected, the use of which requires a location on the ground or an attachment to something located on the ground.

34. Setback: A distance between the lot-line and the point where a building may be constructed.

35. Toxic and Noxious Matter: Any solid, liquid, or gaseous matter which is present in sufficient quantities to endanger the health, safety, and comfort of persons in the vicinity or which may cause injury or damage to property as defined by the United States Environmental Protection Agency (EPA).

36. Variance: A request by a current or future owner, grantee, occupant or lessee in the Industrial Park that the Board approves a variation from the strict application of the standards and restrictions set forth herein. The BEDC shall hear and decide, as the final decision maker, all such requests, upon a completed application for same, provided to the Board along with documentation and evidence supporting the application for such variance.

**SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK**

Deleted: IX

37. **Vibration:** A temporal and spatial oscillation of displacement, velocity, or acceleration in a solid material.

38. **Yard:**

- A. **Front:** An unoccupied open space on the same lot with a building, between the wall of the building nearest the street on which the lot fronts, and bounded by the line of that wall as if extended, the side lines of the lot and the front street line of the lot. The front yard of a corner lot consisting of one platted lot is the yard adjacent to that street on which the lot has its least dimension.
- B. **Rear:** An unoccupied open space on the same lot with a building, between the rear-line as if extended, the side lines of the lot and rear line of the lot.
- C. **Side:** An unoccupied open space on the same lot with a building, situated between the building and the side-line of the lot and extended through from the front yard to the rear yard. Any line not a rear-line or a front-line is deemed to be a side-yard line.

B. USES PERMITTED:

The following uses are allowed in the Industrial Park: Processing, research, service businesses, light industrial, manufacturing, warehousing, office and distribution and services ancillary to these identified, allowable uses. No portion of the Property shall be used in any manner that may damage or in any way negatively affect the quality of the Industrial Park, as a whole, or the Park's other occupants by reason of odor, fumes, dust, glare, noise, air, ground or water pollution, noxious waste, fire/explosion hazard. (See also, "Performance Standards").

C. BUILDING DESIGN AND MATERIALS:

1. **General:** The objective of these restrictions and covenants is to obtain quality and consistency in architectural design and a high quality of improvements in the Industrial Park, which is intended to protect and enhance values of businesses in the Industrial Park. In order to achieve this, and allow variety and the use of new materials (as they may develop), all architectural designs, whether for primary or accessory structures, are strictly subject to review and approval of the BEDC Board of Directors.
2. The Industrial Park is composed of two (2) development areas, as shown on the attached map (see Exhibit "B"). The two Areas are identified as follows:

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

a. Area A: The following Design and Material Standards shall apply to the tracts that are located in Area A:

- The height of buildings or structures may not exceed City Code for areas Employment Centers.
• All primary or accessory structures should be constructed in Masonry.
• The BEDC will have the right to make or grant variances and give written approval of all materials to be used in constructing a building in Area A.

Deleted: zoned Industrial

b. Area B: The following Design and Material Standards shall apply to the tracts that are located in Area B:

- The height of buildings or structures may not exceed City Code for areas Employment Centers.
• Primary and accessory structures must have Masonry and/or glass fronts (i.e., the front of the building will be all walls which face to the street carrying the structure's address); however, up to three (3) walls of such buildings may be constructed of steel.
• The BEDC will have the right to make or grant variances and give written approval of all materials to be used in constructing a building in Area B.

Deleted: zoned Industrial

Deleted: AND

Formatted: No bullets or numbering

Deleted: Front yard: All buildings shall be set back from the street right-of-way lines a minimum depth of twenty-five (25) feet.
Rear yard: A lot with a primary building located on it must have a rear yard of no less than ten (10) feet.
Side yard: All buildings shall have side yard setbacks of not less than ten (10) feet.
Lot size: Each lot area shall be not less than twenty thousand (20,000) square feet. Only one (1) principal building shall be permitted on any lot.
Lot width: Each lot shall have a minimum width of not less than one hundred (100) feet at the front building line.
Lot depth: Each lot must have a minimum depth of not less than one hundred (100) feet.
Density: One primary building per lot, unless variance is approved in writing by BEDC.
Lot coverage: Primary and accessory buildings in combination shall not cover more than seventy percent (70%) of the total area of the lot.
Accessory structures: Shall meet all City of Bastrop Codes and regulations, pertaining to location, design, use, etc., of accessory structures.
No landowner or subsequent purchaser, other than BEDC, of any lot(s) in the Industrial Park shall subdivide any lot into two or more lots for the purpose of sale, lease, or transfer to another purchaser, lessee, or tenant, without the express approval of the BEDC.
Drainage plans for any development or activity on a lot shall be submitted in conformance with City of Bastrop drainage requirements.

D. CONSTRUCTION:

Construction of each Project (construction) will commence within twelve (12) months of the purchase or lease of the property by a business or industry locating in the Park. Construction will be considered to be underway upon approval of an acceptable set of building plans by BEDC and the Planning Department of the City of Bastrop, and all applicable building construction permits applied for from the City have been issued.

E. BUILDING SETBACKS, LOT COVERAGE AND SITE PLANS:

Building setbacks, lot coverage, and utility easements shall all be set in accordance with City Code, and all site plans and plats shall be approved by the BEDC.

F. PARKING:

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

Parking shall follow City Code, and parking layout and materials used for construction of parking areas must be approved by BEDC prior to construction.

Deleted: Employees' and visitors' parking shall be provided in off-street permanently paved parking areas at a minimum standard of one passenger car parking space for each one thousand (1,000) square feet of warehouse building areas, for each five hundred (500) square feet of manufacturing building area, and/or for each two hundred fifty (250) square feet of office building area. Reinforced concrete paving five (5) inches thick shall be required for all access roadways and loading and unloading areas. No use shall be made of the property or any building constructed which requires or is reasonably expected to require or attract parking in excess of the facility's capacity or the facilities maintained therein on said property. Parking will not be permitted on any street or any place other than the designated paved parking areas, and each owner or lessee will be responsible for compliance by their respective employees or visitors. If parking needs increase, additional off-street parking shall be provided by the property owner, in accordance with the above formula.¶

G. LANDSCAPING:

All open, unpaved areas, including but not limited to fronts, sides of buildings, and all setback areas, shall, upon development, be planted and landscaped according to a plan submitted for approval by the property Owner to the BEDC with a site plan in Section E above. Approval of any such plan will be based on its harmony and consistency with the general character and aesthetic quality of the Industrial Park, as a whole. If tracts of land are being held for future development, within sixty (60) days of purchasing/closing such tracts, the new Owner(s) shall install and maintain ground cover on the tract. It is the Owner's responsibility to properly maintain tracts owned by them, at all times. Complete Landscaping, in compliance with these Protective Covenants and the City Code, by Owner, is required at the time of development of the property.

¶ Parking may be located at the rear, sides, or front of the buildings. If located at the front of the building, a parking area shall be set back a minimum of ten (10) feet from the property line and shall be separated from the property line by a required landscaped area (See, Landscaping), or as determined by the City's Code.

H. SCREENING/FENCING:

Deleted: ¶ Parking

The right of a purchaser, grantee, owner, or lessee of tracts in the Industrial Park, to use tracts of land and structures on the Property, shall not be construed as permission to keep goods, materials, waste, mechanical parts, equipment, incinerators, storage tanks or similar items on the purchaser's, grantee's, owner's, or lessee's grounds in a manner that, when exposed to the public view, reduces the overall aesthetic appearance, look or quality of the Industrial Park, in the sole opinion of the Board.

Deleted: . In particular, a landscape strip or front yard in a minimum width of twenty (20) feet must be designed and installed by the developer, along the street frontage adjacent to the property line and street right-of-way. This landscaped area shall contain: (i) ground cover and/or grass and must be consistently and properly maintained, and (ii) trees, such as live oaks, pines, elms, or other native tree varieties, and each tree must have a minimum of two (2) inch caliper measured four (4) feet from the ground level. Trees must be planted in a random layout, with an average spacing between trees of not more than fifty (50) feet.

If a purchaser, grantee, owner or lessee determines that it has a need to store or keep these types of items, equipment or materials in the public view, they shall be fenced or screened in a manner approved by the BEDC, in advance of such storage.

Deleted: is

All screening and fencing in the Industrial Park are required to be at a minimum height (above ground level) of eight (8) feet, unless this height is varied by formal action of the Board. Different types of screening and/or fencing (i.e., Opaque or Non-opaque) is required, depending on what is being shielded or stored, and whether a direct view from adjacent buildings, streets, or public space is advisable for security purposes, as follows: (1) If, for security purposes, the purchaser, grantee, owner or lessee of a tract desires not to use Opaque screening or fencing, then equipment and vehicles that are present on the property may be fenced or screened by the use of Non-opaque materials, approved in writing, by the Board; however, all equipment, vehicles, materials and property visible through the fence/screen must be continuously maintained in a manner that is clean, organized and aesthetically acceptable to those who view the property through the fences/screen; or (2) Water towers, storage tanks, equipment, exhaust fans, skylights, cooling towers, vents, pallet storage, refuse collection receptacles or compacting equipment, transformers, and all other structures or equipment related to a building on the

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

property shall be architecturally compatible with the building or shall be effectively shielded from public view and view of adjacent properties by the use of Opaque screening or fencing materials, and the design, location and screening for same shall be approved, in writing, by the Board before construction or erection of such structures or placement of such equipment; and (3) All scrap materials, waste, trash, junk, storage of items, inventory, parts, and pallets, etc., must be completely screened from view of the public and adjacent properties by use of Opaque screening, fencing or design elements and materials.

The City and Board will strictly enforce the screening/fencing provisions detailed herein.

I. DRIVEWAYS:

No driveway shall be permitted within fifty (50) feet of a street intersection.

J. OUTSIDE STORAGE OR OPERATIONS:

Outside storage or operations on any tracts shall be strictly limited to the rear two-thirds (2/3) of the property, and shall be completely screened from the street, public view and/or adjacent properties, by use of Opaque screening/fencing, as defined herein. Under no circumstances shall any materials or equipment be stored within sixty (60) feet of any street.

Screening specifications shall be submitted with the site plan to the BEDC, prior to construction. No boat, trailer, camper, home trailer, bus, or other recreational vehicle shall be parked or stored, either permanently or semi-permanently (i.e., on an "off-and-on" basis), on any property in the Park, unless such items are completely screened in the manner described above, using Opaque screening, as defined herein. No residential-type occupancy of trailers, campers, recreational vehicles, etc., is allowed at any time in the Park. Any outside storage shall be well-secured and properly lighted so as not to invite criminal activity in the Industrial Park.

Deleted: approved in writing by BEDC

Deleted: ,

Deleted: ,

Deleted: as part of the site and building review and approval process, and if appropriate may be varied by the Board, upon application for same. ...

K. LOADING DOCKS:

Loading docks will be permitted on any side of the primary building, but delivery vehicle loading and unloading shall occur only within the property and not on, or from, a public street.

L. SIGNS:

All signs shall be submitted with the site plan for BEDC approval, and shall be designed, located and installed in full compliance with the City's Code of Ordinances. (See, Bastrop Code of Ordinances, Chapter 3, Section 3.20.001, et seq., which may be amended from time to time.)

Deleted: All requests for variances to the Sign Code, for signs installed in the Park, shall be heard and decided solely by the BEDC Board, and not by the Municipal Sign Review Board or City Council. ...

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

M. EXTERIOR ILLUMINATION:

Illumination will be required on all parking areas and walkways between buildings and parking areas unless otherwise waived or modified by BEDC. No wooden poles may be used in connection with exterior illumination. Additionally, all buildings shall have exterior illumination facilities for their front entrance. Upon completion of any building, any such illumination facilities required by these covenants which are located on the property on which the building is constructed shall remain in operation at a minimum from dusk until 10:00 p.m. each night. Exterior illumination shall be designed to light only buildings, parking areas, and walkways and shall not produce glare on adjacent streets or lots. All ground level floodlighting fixtures shall be depressed or screened from public view.

N. UTILITIES EASEMENTS:

No structure shall be erected on any easement as reserved on the plat and as provided on the deeds of conveyance on any particular lot. No improvements may be placed within such easements without prior written approval of BEDC. Easements may be crossed by improvements providing the property owner receives the necessary approval in advance from any utility company or municipal district agency providing services via the said easement.

O. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for trash or garbage. Trash, garbage, and other waste products shall be kept in sanitary containers approved by the City of Bastrop. All incinerators or other equipment for storage, compaction, or disposal of such materials shall be kept in a clean and sanitary condition, maintained and serviced regularly. Dumpsters shall be adequate in size to handle all waste produced by the business operation and, at no time, may any refuse or garbage be placed outside of the trash receptacles or dumpsters on any tract.

The City's Code of Ordinances, related to parking, health and safety, offenses and nuisances, subdivision and zoning all apply in the Park, and the City and BEDC shall enforce same within the Park. In the event of ambiguity or an unintended conflict between the City Code and the contents of these Protective Covenants, then the City's Code will control.

Deleted: .

P. LIVESTOCK AND POULTRY:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part of any lot. If a company, is a target industry as defined by the BEDC and the Board approves of, the company as a qualifying project, then livestock and agriculture may be stored, kept, and/or processed in accordance with the terms of the BEDC approved project that is not otherwise in violation of these provisions.

Deleted: meets target industry (a)-(f)

Deleted: it

**SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK**

Deleted: IX

**Q. PERFORMANCE STANDARDS REQUIRED IN THE INDUSTRIAL
PARK:**

1. Odorous Matter

- a. No manufacturing or warehouse/distribution use shall be located or operated within the Industrial Park which emits odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the boundary property line or any point beyond the tract on which such use or operation is located. The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand.

2. Smoke and Particulate Matter

- a. Industrial Limits: No industrial operation or use shall cause, or allow the emission of, air contaminants which, at the emission point or within the bounds of the property, are in violation of the standards, including Effect Screening Levels, specified by the Texas Department of Health or other State regulatory agency. The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand.

3. Glare

- a. No use or operation shall be located or conducted so as to produce intense glare or direct illumination, from a visible source of illumination or glare, across the property line boundary, nor shall any such glare or light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

4. Noise

- a. All operations in the Industrial Park shall comply with the noise levels detailed in the City's Code of Ordinances, as applicable to nonresidential properties.

5. Water Pollution

- a. No emission of water from any use in the Industrial Park, whether by entry into the municipal wastewater system, storm water control system, a stream or other body of water, shall be permitted, if the quality of such water violates the laws of the State of Texas or the United States, or produces a

**SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK**

Deleted: IX

nuisance or hazard to the public or the municipal wastewater or water systems.

6. Toxic and Noxious Matter

- a. No operation or use permitted under the terms of these covenants shall emit toxic or noxious matter in concentrations across the property line boundary of the tract on which such operation or use is located. The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand, related to toxic and noxious materials, matters and/or conditions in the Park.

7. Combustible or Explosive and Hazardous Material

- a. No use involving the manufacture or storage of petrochemical compounds or products which decompose by detonation shall be permitted, except that chlorates, perchlorates, phosphorous, and similar substances and compounds in quantities of one (1) gallon or less for use by industry, laboratories, biotechnology companies, or wholesalers may be permitted when approved by BEDC. The storage of all flammable liquids and materials, such as pyroxylin plastics, nitrocellulose film solvents, and petrochemical products for industrial purposes, shall be allowed only with the prior approval of the BEDC, and in full compliance with all applicable regulations and laws.

8. Vibration

- a. No use permitted under the terms of these covenants shall at any time create such earth- or air-borne vibration which, when measured at the property line boundary of the source of operation, exceeds the limits of the displacement set forth below:

Displacement Limits for Vibration

| <u>b. Frequency Cycles per Second</u> | <u>Displacement in Inches</u> |
|---------------------------------------|-------------------------------|
| 0 to 10 | .0010 |
| 10 to 20 | .0007 |
| 20 to 30 | .0005 |
| 30 to 40 | .0004 |
| 40 and over | .0003 |

The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand, for operations causing vibration in the Industrial Park.

**SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK**

Deleted: IX

- 9. Portable Restrooms.** The use of portable restrooms is prohibited in the Park after a permanent Certificate of Occupancy has been issued by the City for the building on a tract.

R. MAINTENANCE:

Owners and occupants (including lessees) of any parcel of land in the Industrial Park shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that part of the Industrial Park so owned or occupied, including buildings, improvements, grounds or drainage easements, or other rights-of-way incident thereto, in a well-maintained, safe, secure, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

1. Prompt removal of all litter, trash, refuse, and wastes.
2. Lawn mowing on a regular basis.
3. Tree and shrub pruning.
4. Watering by means of an irrigation lawn sprinkler system or hand watering as needed.
5. Installing adequate exterior lighting and maintaining mechanical facilities in working order.
6. Keeping lawn and garden areas in good condition, and any adjoining railroad rights-of-way or drainage ditches free of weeds and refuse.
7. Removing and replacing any dead plant material.
8. Keeping vacant land well-maintained for a depth of at least fifteen (15) feet from a street and right-of-way, and the entire site free of trash and tall weeds.
9. Keeping parking areas, driveways, and roads in good repair.
10. Complying with all governmental health and police requirements.
11. Striping of parking areas and repairing of paved improvements and enclosures including fencing and gates.
12. Repair of exterior damages to improvements.

S. ENFORCEMENT:

1. If, in the opinion of the BEDC, the owner or occupant, as applicable, of any tract or parcel of land in the Industrial Park shall fail to keep the tract or parcel maintained in compliance with the above-listed minimum provisions, the owner or occupant shall be notified of the deficiency by the Board or the City. If within ten (10) days from such notice, remedial activities to correct the deficiency have not begun to restore the tract or parcel to a safe, clean, attractive, and lawful condition, BEDC and/or the City shall have the right to perform such necessary remedial activities. All cost and expense incurred thereby shall be reimbursed by the owner and/or occupant of the tract or parcel of land. If such owner and/or occupant shall fail to so reimburse BEDC within thirty (30) days from the receipt of any invoice

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

covering such cost and expense, then such amount of cost and expense shall be a debt of such Owner and/or Occupant, shall bear interest at the highest maximum rate allowed by law, and shall attach to said parcel of land as a lien against same. If deemed appropriate for recoupment of costs expended by the City to eliminate nuisances threatening the public safety, the costs incurred may be added onto the City utility bills of the occupant causing the nuisance in the Park.

- 2. The BEDC may file suit in the appropriate court to enjoin any violation of these covenants, and may seek to have the court assess the maximum penalty allowed by law, per day, of violation.
- 3. All Landowners in the Industrial Park are required to fully comply with all applicable City of Bastrop Code of Ordinances, regulations and policies, and failure to do so will result in the City initiating enforcement action and seeking penalties, as set forth in the Code.
- 4. The City specifically retains the right to have the City exercise code enforcement activities in the Industrial Park, which may subject violators to fines and Municipal Court processes and penalties.

T. VARIANCES:

Upon either the request of a Landowner or the Board of Directors, the BEDC may grant variances to the strict application of these restrictions and covenants when it is found that such variances will not affect the overall intent of these restrictions and covenants and a variance will not cause injury or negative impact on adjacent landowners, lessees, or tenants, or the overall quality of the Industrial Park. Applications for variances must be filed with BEDC, and must detail what hardship(s) will result to applicant from the strict application of these restrictions and covenants, which hardship(s) shall not be solely 'economic' and shall not be self-inflicted by the applicant. The BEDC Board shall hold a public hearing on any requested variance, in accordance with the City of Bastrop notice and public hearing process and requirements. The decision of the BEDC on all variance requests shall be final, with no right of appeal to another body or entity.

U. AMENDMENT OF COVENANTS:

These covenants and restrictions may be unilaterally amended, from time to time, by BEDC, provided BEDC continues to retain ownership of at least fifty-one percent (51%) of the land area of the Industrial Park. After BEDC owns less than fifty-one percent (51%) of the land area in the Industrial Park, amendments to these covenants and restrictions may only be made by majority vote of the property owners in the Industrial Park, Said majority vote shall take place at a properly notified meeting under Texas Open Meetings Act with public posting of the proposed amendments therein as proper notice of a meeting for the purpose of evaluating and acting on same, unless otherwise required by law.

Deleted: , at a

Deleted: called

SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

Executed this _____ day of _____, _____.

BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____ Name: Kathryn Nash Title: Board Chair

Deleted: Steve Mills

Exhibit A – Description of Property Subject to Declaration of Protective Covenants, Conditions, and Restrictions

Exhibit B – Map identifying Areas A and B, in the Park

Exhibit C – Agenda Posting Notice of Meeting & Resolution approving these Restrictions

THE STATE OF TEXAS § COUNTY OF BASTROP §

Statement of the Affiant: These Seventh Amendment to the Protective Covenants, Conditions and Restrictions of the Bastrop Business and Industrial Park were noticed, voted on and approved by majority vote of property owners and BEDC. This instrument was acknowledged before me on this _____ day of _____, _____, by Kathryn Nash, Chair, Bastrop Economic Development Corporation, on behalf of said corporation.

Deleted: Steve Mills

Notary Public, State of Texas

| SEVENTH AMENDMENT TO THE
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
BASTROP BUSINESS AND INDUSTRIAL PARK

Deleted: IX

My Commission Expires: _____, 20____

DRAFT



Agenda Item: 3.7

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0028 of the Bastrop Economic Development Corporation approving the BEDC receiving CARES Act funds from the City of Bastrop, Texas.

Prepared by: BEDC Staff

The City of Bastrop has received funding through the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

They are considering giving \$126,000 of those funds to the BEDC as a partial reimbursement for the costs of the COVID-19 Relief Grants that the BEDC has already provided to local businesses.

Attachment:
Draft Resolution
CARES Act Agreement with City of Bastrop

Recommendation – Approve Resolution R-2020-0028 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0028 as submitted.



RESOLUTION NO. R-2020-0028**A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION
AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CITY OF BASTROP
PROVIDING A PARTIAL REIMBURSEMENT FOR COVID-19 RELIEF GRANTS.**

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

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) has awarded over FIVE HUNDRED SEVENTY-SIX THOUSAND (\$576,000.00) DOLLARS in COVID-19 Relief Grants to one hundred twenty-one (121) local businesses within the City of Bastrop; and

WHEREAS, the purpose of BEDC’s COVID-19 Relief Grants was to help businesses stay in operation, survive the pandemic, and continue to employ people in the Bastrop area, with an emphasis on the retention and training of employees during the pandemic and national disaster; and

WHEREAS, the City Council of the City of Bastrop finds it to be in the public interest, and necessary for the public health, safety and welfare to award to the BEDC the total amount of ONE HUNDRED TWENTY SIX THOUSAND (\$126,000.00) THOUSAND DOLLARS, representing a portion of the federal Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) funds the City of Bastrop (“City”) received as a partial reimbursement for the costs of the COVID-19 Relief Grants; and

WHEREAS, the costs covered by this Resolution were incurred during the period beginning March 1, 2020, and ending November 30, 2020; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board approves of the attached CARES Act Funding Agreement and authorizes the BEDC’s Chief Executive Officer to take all necessary actions and to execute the Agreement and any necessary subsequent documents to effectuate the performance of this Resolution.

SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____ 2020 by the Board of Directors of the Bastrop Economic Development Corporation.

RESOLUTION NO. R-2020-0028

[SIGNATURE PAGE FOLLOWS]

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT



CARES ACT FUNDING AGREEMENT

This CARES Act Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, ("City"), and the **Bastrop Economic Development Corporation** ("BEDC"). The City and BEDC are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party."

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

BEDC provided five hundred seventy-six thousand dollars (\$576,000.00) in COVID-19 Relief Grants to one hundred and twenty-one (121) local businesses in and around the City of Bastrop. The purpose of these awards was to help businesses stay in operation, survive the pandemic, and continue to employ people in the Bastrop area. The grants emphasized the retention and training of employees during the pandemic and national disaster, as approved by the BEDC Board of Directors in the resolutions referenced as *Exhibit "A"*.

2. FUNDING

- A. Amount.** The City shall provide to BEDC grant funds in an amount up to a sum not to exceed one hundred twenty-six thousand dollars (\$126,000.00)
- B. Disbursement.** The City shall remit payment to the BEDC of the funds due as a lump sum payable in-full within thirty (30) days of the Effective Date of this Agreement.

3. ACCOUNTABILITY

- A. Written Reports.** BEDC has already submitted to the City's Finance Department three spreadsheets describing which local businesses received COVID-19 Relief Grants in each of the three rounds. The City shall keep these records and may request additional records as required by the state and federal government. ~~and the status of those businesses one year after receiving the grant.~~

B. Accounting Practices. BEDC already utilizes the City Finance Department as its accountant and bookkeeper who practices generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds.

C. Records Retention. All reports and records related to grant funds shall be maintained by the BEDC in accordance with the BEDC's record retention policy.

4. GENERAL PROVISIONS

A. Governing Law & Venue. This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.

B. Inclusiveness. This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.

C. Severability. If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

D. Effective Date. The City and the BEDC make and execute this Agreement to be effective upon the date of final execution by both parties.

IN WITNESS, WHEREOF:

CITY:

by: _____
Paul Hofmann, City Manager
City of Bastrop
Date of Execution: October ____, 2020

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

City Atty Alan B

Draft "B"

September 23, 2020

BEDC:

by: _____
Cameron Cox, Chief Executive Officer
Bastrop Economic Development Corporation
Date of Execution: October ___, 2020

ATTEST:

by: _____
Sam Kier, Board Secretary
Bastrop Economic Development Corporation

DRAFT

Exhibit "A"

COVID-19 Relief Grants

(BEDC Resolutions, April 13, 2020 – August 27, 2020)

DRAFT



Agenda Item: 3.8

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0029 of the Bastrop Economic Development Corporation approving the distribution of a continuation of third round of funds to City of Bastrop businesses to assist with the retention of employees, training of employees and the expansion of their business enterprise back to the levels sustained prior to the COVID-19 Pandemic and National Disaster, and in an amount not to exceed \$10,000 per project and per business.

Prepared by: BEDC Staff

Holiday Inn Express and Days Inn in Bastrop both were left off the third round of COVID-19 Relief Grants due to the CEO accidentally leaving them off the previous spreadsheet. They both qualify for an amount not to exceed \$10k in accordance with the previous rounds of awards and other hotels' amounts. The previous exhibit of the Performance Agreement will be used as approved by the attorney.

Attachment:
Draft Resolution

Recommendation – Approve Resolution R-2020-0029 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0029 as submitted.



A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE DISTRIBUTION OF FUNDS TO BASTROP BUSINESSES TO ASSIST WITH THE RETENTION AND TRAINING OF EMPLOYEES DURING THE COVID-19 PANDEMIC AND NATIONAL DISASTER, IN AN AMOUNT NOT TO EXCEED \$10,000 PER PROJECT AND PER BUSINESS; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the COVID-19 National Disaster has caused businesses in Bastrop, Texas, to temporarily close and/or experience reductions in sales, workforce, capital development and/or business enterprise retractions for all size businesses located within the City of Bastrop; and

WHEREAS, businesses in the City of Bastrop experienced a retraction brought on by the COVID-19 pandemic; and

WHEREAS, businesses desire to expand to the size, employment, enterprise and/or revenue levels experienced by those businesses prior to the retraction brought on by the National Disaster declaration and COVID-19 pandemic crisis; and

WHEREAS, the BEDC is still offering its third round of “Relief Grants” as an incentive to City of Bastrop businesses to enable them to expand to the size, employment, enterprise and/or revenue levels experienced by those businesses prior to the National Disaster declaration and COVID-19 pandemic crisis, which promotes or develops new or expanded business enterprise that create or retain primary jobs in substantial conformity with the Act; and

WHEREAS, the BEDC provided Bastrop businesses with funds in Resolution-2020-0011 (the first round of Relief Grants approved April 13, 2020); and

WHEREAS, the BEDC provided Bastrop businesses with funds in Resolution-2020-0013 (the second round of Relief Grants approved May 11, 2020); and

WHEREAS, the BEDC provided Bastrop businesses with funds in Resolution-2020-0021 and Resolution-2020-0022 (the third round of Relief Grants approved August 26, 2020); and

WHEREAS, the BEDC received requests from these two qualifying projects herein and those two projects meet the 25% in revenue loss threshold required for a third round of COVID-19 Grants; and

WHEREAS, this round of Relief Grants will contribute to the City of Bastrop by helping businesses expand to the size, employment, enterprise and/or revenue levels experienced by those businesses prior to the National Disaster declaration, creating a direct overall improvement/stimulus in the local economy; and

WHEREAS, the Board considers each business applying for Relief Grants (under all rounds of Relief Grants) a separate Project under the Act and is requiring each Project enter into a Performance Agreement in accordance with Section 501.158 of the Texas Local Government Code and in a total award amount through the three rounds not to exceed TEN THOUSAND DOLLARS (\$10,000); and

WHEREAS, the Board considers each factor and metric used to evaluate the amounts to be awarded to each Project in each of the three rounds of grants and believes these awards are being fairly and objectively decided and distributed; and

WHEREAS, the Board is not awarding more than \$10,000 per Project and per business, collectively, under these three rounds of COVID-19 Relief Grants under this Resolution; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board approves an expenditure to fund COVID-19 Relief Grants in an amount not to exceed \$10,000.00 per Project and business.

SECTION 3. The Board previously approved the Performance Agreement attached to Resolution 2020-0021.

SECTION 4. The Board approves of each Project for the Holiday Inn Express and Days Inn and the distribution amounts awarded for each Project's allowed COVID-19 Relief Grant under this Resolution.

SECTION 5. The Board authorizes BEDC's Chief Executive Officer to take all necessary actions and to execute all necessary documents to ensure the Relief Grants awarded herein are distributed in accordance with this Resolution.

SECTION 6. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____, 2020 by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT



Agenda Item: 3.9

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0030 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Corix Utilities to conduct a sewer and wastewater study for the City of Bastrop's extraterritorial jurisdiction (ETJ).

Prepared by: BEDC Staff

Corix Utilities owns and maintains the majority of the sewer and wastewater certificate of convenience and necessity (CCN) for the land area covering the City of Bastrop's Type-A extraterritorial jurisdiction (ETJ). The BEDC is going to contract with Corix to develop a sewer infrastructure study for the City's ETJ for a comprehensive sewer plan within our commercially important Highway 71 corridor leading to Austin. This study is also important to prepare for the Tesla impact.

Attachment:
Draft Resolution

Recommendation – Approve Resolution R-2020-0030 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0030 as submitted.



RESOLUTION NO. R-2020-0030**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH A UTILITIES COMPANY TO PERFORM A WASTEWATER STUDY.**

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a utilities company to assist the BEDC in determining the long-term needs for sewer and wastewater in the City of Bastrop’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, Corix Utilities maintains and possesses the sewer and wastewater certificate of convenience and necessity (CCN) that is exclusively within the City of Bastrop’s Type A ETJ and abuts directly to the City of Bastrop’s sewer and wastewater CCN; and,

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party Professional Services Agreement with Corix Utilities to be executed by the Chief Executive Officer on behalf of the BEDC.

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

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

SECTION 2. The Board hereby finds that the provision of certain professional services is necessary for the BEDC’s proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, and hereby authorizes the Chief Executive Officer to enter into a Professional Services Agreement with Corix Utilities to be approved by BEDC’s attorney.

SECTION 3. This Resolution is effective upon passage.

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

[SIGNATURE PAGE FOLLOWS]

BASTROP ECONOMIC

RESOLUTION NO. R-2020-0030

DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT



Agenda Item: 3.10

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0031 of the Bastrop Economic Development Corporation approving Project Blender in an amount not to exceed \$10,000.

Prepared by: BEDC Staff

The BEDC is seeking approval of Project Blender. This project is a business expansion project of an existing business from Bastrop Community Gardens in Bastrop County and into our Historic Downtown.

This business originated within the City of Bastrop's ETJ and will be moving into the Bastrop city limits. The new location will allow the BEDC to retain the company, expand their operating footprint, add additional staff, and increase production.

The funds would be used to expand the plumbing infrastructure and install a food preparation drain inside a historical building on Main Street and close to the Art Institutes. The BEDC is proposing to offset a portion of these expenses related to the plumbing in an amount not to exceed \$9,900.00.

Attachment:
Draft Resolution

Recommendation – Approve Resolution R-2020-0031 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0031 as submitted.



RESOLUTION NO. R-2020-0031**A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING PROJECT BLENDER; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, Project Blender (“Project”) is an existing manufacturing and retail business that serves the area in and around Bastrop, Texas; and

WHEREAS, the Project is seeking to expand its business and to locate within the City of Bastrop, Texas; and

WHEREAS, the BEDC has reviewed the terms, conditions, incentives and obligations related to the project, has considered and evaluated the Project, and has found it meritorious of the incentives being awarded; and

WHEREAS, the BEDC desires to offer NINE THOUSAND NINE HUNDRED (\$9,900) DOLLARS in total incentives to be paid in accordance with the Project’s goals and objections and the Performance Agreement requiring the Project to begin upgrades to an existing building in historic downtown Bastrop, as well as to finish construction and obtain a certificate of occupancy within the time frame required; and

WHEREAS, the BEDC authorizes the Chief Executive Officer to enter into a performance agreement in accordance with the Act and this Resolution for Project Blender; and

WHEREAS, the BEDC is not awarding more than \$10,000 for this Project under this Resolution; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board approves of Project Blender and agrees to the terms and the incentives being offered.

RESOLUTION NO. R-2020-0031

SECTION 3. The Board authorizes BEDC’s Chief Executive Officer to take all necessary actions and to execute a Performance Agreement approved by the BEDC attorney, and any necessary subsequent documents to effectuate the performance of this Resolution.

SECTION 4. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____ 2020 by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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



Agenda Item: 3.11

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration, discussion and possible action on Resolution R-2020-0032 of the Bastrop Economic Development Corporation approving an amended lease agreement with The Art Institutes for 921 Main Street.

Prepared by: BEDC Staff

On July 22, 2019, the BEDC Board approved the lease agreement terms with The Art Institutes (AI) for the building being constructed at 921 Main Street, Bastrop, Texas, by Resolution R-2019-0018.

The COVID-19 Pandemic and other matters outside the control of the BEDC and AI have caused the effective dates and other material terms in this lease agreement to need to be amended.

Both the BEDC and AI have agreed to amend the lease agreement to accommodate the completion date and commencement date. The BEDC CEO is requesting the authorization to work with the BEDC's attorney to negotiate and execute an amended agreement with AI.

Attachment:
Draft Resolution

Recommendation – Approve Resolution R-2020-0032 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0032 as submitted.



RESOLUTION NO. R-2020-0032**A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AN AMENDED LEASE AGREEMENT WITH THE ART INSTITUTES FOR 921 MAIN STREET; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, on July 15, 2019, the Board approved entering into a commercial design and construction contract with Stone Development Group by Resolution R-2019-0015, to design and construct a building (the “Project”) at 921 Main Street, Bastrop, Texas; and

WHEREAS, on July 22, 2019, the Board approved the lease agreement terms with The Art Institutes (“AI”) for the building being constructed at 921 Main Street, Bastrop, Texas, by Resolution R-2019-0018; and

WHEREAS, the above-referenced lease agreement with AI was fully executed on August 2, 2019; and

WHEREAS, the COVID-19 Pandemic and other matters outside the control of the BEDC and AI have caused the effective dates and other material terms in this lease agreement to be amended; and

WHEREAS, the Parties have agreed to amend the lease agreement to accommodate the completion date and commencement date, to be negotiated and agreed to by the BEDC CEO and BEDC attorney; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board authorizes BEDC’s Chief Executive Officer to negotiate an amended agreement with The Art Institutes.

SECTION 3. The Board authorizes BEDC’s Chief Executive Officer to take all necessary actions and to execute all necessary documents to an amended agreement to facilitate the purpose of this Resolution.

RESOLUTION NO. R-2020-0032

SECTION 4. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____ 2020 by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT



Agenda Item: 3.12

AGENDA MEMORANDUM

Meeting Date: November 16, 2020

Agenda Item: Consideration discussion and possible action on Resolution R-2020-0033 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Community Action Inc. of Central Texas.

Prepared by: CEO Cameron Cox

Community Action Inc. of Central Texas is a nonprofit organization that “develops opportunities for people and communities to realize their potential by providing resources and comprehensive services to empower Central Texans of all ages to become self-sufficient.” They have been serving Bastrop for about 20 years, and are the current recipient of the WIOA Title II grant from the Texas Workforce Commission to provide adult literacy and education services to the nine counties in the Rural Capital Workforce area.

The money the BEDC is providing will help provide skill-building activities, High School Equivalency (HSE) (GED® or HiSET) exam preparation services in both English and Spanish, and career certification training (IET) programs. These IET programs in Bastrop have included certified nursing assistant, bookkeeping, Emergency Medical Technician and Microsoft Office Specialist. All classes and services are free to participants.

The BEDC’s funds are being used to help offset the operation costs of the building for 12 months and until they can operate from the new Bastrop Advancement Center at 402 Technology Drive.

Attachment:
Draft Resolution

Recommendation – Approve Resolution R-2020-0033 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2020-0033 as submitted.



A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE DISTRIBUTION OF FUNDS TO COMMUNITY ACTION INC. OF CENTRAL TEXAS TO PROVIDE WORKFORCE TRAINING AND DEVELOPMENT; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with an organization to assist the BEDC in meeting its goal of providing educational and workforce training opportunities to the residents of Bastrop, Texas; and

WHEREAS, the Act authorizes the BEDC to provide for funding for workforce training and development; and

WHEREAS, Community Action Inc. of Central Texas is a nonprofit organization that has been providing free workforce training and development in Bastrop for the past 20 years; and

WHEREAS, the grants the BEDC is providing will help provide skill-building activities, High School Equivalency (HSE) (GED® or HiSET) exam preparation services in both English and Spanish, as well as career certification training (IET) programs; and

WHEREAS, these IET programs in Bastrop include much needed training and certifications, such as nursing assistant, bookkeeping, Emergency Medical Technician and Microsoft Office Specialists; and

WHEREAS, BEDC’s funds are being used to help offset the operation costs of the building for twelve months and until they can operate from the new Bastrop Advancement Center at 402 Technology Drive; and

WHEREAS, the amount to be awarded by the BEDC is not to exceed \$15,000.00 and is to be used by Community Action Inc. of Central Texas for monthly operational costs to provide workforce training and development services until such time as 402 Technology Drive is operational and available for use; and,

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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

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

SECTION 2. The Board approves an expenditure in an amount not to exceed \$15,000.00 to Community Action Inc. of Central Texas.

SECTION 3. The Board authorizes BEDC's Chief Executive Officer to enter into a Professional Services Agreement approved by the BEDC's attorney that requires Community Action Inc. of Central Texas to provide workforce training and certification in return for the funds needed.

SECTION 4. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____ 2020 by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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