



**CITY OF BANDERA
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas
Tuesday, October 21, 2025 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

AGENDA

- 1. Call to order.**
- 2. Pledge of Allegiance.**
- 3. Announcements.**
- 4. Visitors to be Heard (please keep comments to 3 minutes).**
- 5. Consent Agenda.**

Items on consent agenda are considered being of a routine nature by The Economic Development Corporation and may require only limited discussion. Any Board Member may request that items be removed from the consent agenda and be considered separately for the purpose of discussion and voting.

A. 1. Approval of Minutes from the Regular Meeting on 9-16-2025 and Special Meeting on 9-4-2025.

2. Bills

A) City Of Bandera for Hotel for 562.41 for Manny Longoria

B) Administrative Services for Jill Shelton for \$250.00

6. Discussion and possible action on the following items:

A. Appointment of officers to the EDC board.

A) President

B) Secretary

C) Treasurer

B. Take all appropriate action on setting up policies and procedures for funding applications.

C. Take all appropriate action regarding the EDC property on 10th and Maple for a parking lot.

D. Take all appropriate action on selling EDC owned property to the City of Bandera.

E. Discussion and possible action on City owned parking lot on Cedar St for a possible public parking facility.

F. Take all appropriate action on the Administrative Services Agreement with the City of Bandera.

G. Approval of Resolution 2025-003 TexSTAR amending resolution to update authorized representatives.

7. Comments from the Board.

8. Future agenda items.

9. Adjourn.

/s/ Jill Shelton

Jill Shelton, *Administrative Assistant*

The Economic Development Corporation for the City of Bandera reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matter listed above, as authorized by Texas Government Code §551.071 (Consultations with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices) and §551.086 (Economic Development). There may be a quorum of Planning and Zoning/City Council members at any regularly scheduled Economic Development Corporation Meeting. This facility is wheelchair accessible and handicapped parking is available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (830) 796-3765. This agenda is posted in accordance with the Texas Government Code, Chapter 551 on October 15, 2025.



**CITY OF BANDERA
ECONOMIC DEVELOPMENT CORPORATION
SPECIAL MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas
Thursday, September 04, 2025 at 5:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

MINUTES

1. Call to order.

The meeting was called to order at 5:00PM

Present: Longoria, Palmer, McMullan and Tankersley

Absent: Devenport, Cothran, Breen (resigned at last meeting)

2. Pledge of Allegiance.

All stood for the pledge.

3. Consent Agenda.

1. Approval of Performance Agreement for \$5,000.00 for City of Bandera Country Christmas in the Park.

2. Approval of the Performance Agreement Agreement for Bandera Marshal Office for Nightmare on Maple for \$3,000.00.

Palmer moved to approve, seconded by McMullan. All in favor, Motion passes.

4. Discussion and possible action on the following items:

1. Approval of the 2023-2024 Audit.

City Treasurer Wright presented the 2023-2024 Audit to the board.

Motion by Tankersley to approve, Seconded by Palmer.

All in favor, Motion Passes.

2. Approval of Resolution updating the bank signers.

Motion by Palmer to approve Resolution 2025-001 updating the bank signers, Seconded by McMullan.

All in favor, Motion Passes.

3. Discussion and approval of the Professional Services Agreement with the City of Bandera.

EDC Attorney provided a draft of a Professional Services Agreement with the City of Bandera, stating there are blanks that need to be filled in for Compensation amounts, and services performed, as well as scope of services. He suggested the board read the agreement and work towards moving forward. There was no action on this item.

4. Budget Workshop

City Treasurer Wright went through the budget she had put together for the Board. There were no concerns.

Motion made by Palmer to approve the 2025-2026 Budget as presented, Second by McMullan.

All in favor, Motion Passes.

5. Future agenda items.

Accept the resignation of Breen and discuss the vacancy.

EDC property.

Bylaws.

Workshop on City Property.

Cut off for Promotional Items.

6. Adjourn.

The meeting was adjourned at 5:34PM

7. /s/ Jill Shelton Dickerson

Jill Shelton Dickerson, *Administrative Assistant*



**CITY OF BANDERA
ECONOMIC DEVELOPMENT CORPORATION
REGULAR MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas
Tuesday, September 16, 2025 at 6:00 PM

511 Main St. • PO Box 896 • Bandera, Texas 78003 • P: (830) 796-3765 • F: (830) 796-4247

MINUTES

1. Call to order.

The meeting was called to order at 6PM. All members were present.

Present: Longoria, McMullan, Devenport and Cothran.

Absent: Tankersley; Cothran left the meeting at 6:32PM.

2. Pledge of Allegiance. All stood for the pledge.

3. Announcements. There were no announcements by the board.

4. Public Hearing.

A. Expenditure of \$10,000.00 for City Of Bandera Trail Of Lights.

B. Expenditure of \$15,000.00 for Bandera Disc Golf Course.

President Longoria opened the public hearing for the expenditure of \$10,000.00 for City Of Bandera Trail of Lights at 6:02PM, there were no public comments, and the hearing was closed at 6:03PM

President Longoria opened the public hearing for the expenditure of \$15,000.00 for Bandera Disc Golf Course at 6:04PM, there were no public comments, and the hearing was closed at 6:07PM.

The regular meeting was opened back up at 6:07PM

5. Visitors to be Heard (please keep comments to 3 minutes).

There were no visitors to be heard.

6. Consent Agenda.

Items on consent agenda are considered being of a routine nature by The Economic Development Corporation and may require only limited discussion. Any Board Member may request that items be removed from the consent agenda and be considered separately for the purpose of discussion and voting.

A. Approval of Minutes from the Regular Meeting on 8-19-2025 and Special Meeting on 9-4-2025.

B. Accept the Resignation of Debbie Breen.

Motion made by McMullan to approve the consent agenda, seconded by Palmer. All in favor, none opposed motion passes.

7. Discussion and possible action on the following items:

A. Take all appropriate action on filling the Vacant seat on the EDC board.

Motion made by Palmer to accept applications and advertise for the vacant seat, seconded by Cothran. All in favor, none opposed, motion passes.

B. Take all appropriate action Appointment of Treasurer / Investment Officer.

Motion made by Palmer to appoint Patricia McMullan as the Treasurer / Investment Officer, seconded by Devenport. All in favor, none opposed, motion passes.

C. Take all appropriate action on Resolution to Amend the Bylaws of the Bandera Economic Development Corporation. Motion made by Palmer to approve Resolution 2025-002, Seconded by Cothran. All in favor, none opposed, motion passes.**D. Take all appropriate action on the Administrative Services Agreement with the City of Bandera.** There was some discussion on the agreement from the EDC Attorney to the board, he requested they table until they can complete all blanks that need to be filled in before the next board meeting. Motion made by Devenport to table, seconded by McMullan. All in favor, none opposed, motion passes**E. Take all appropriate action on funding applications that have been received:**

- 1. Performance Agreement Application for Frontier Times Museum for the Building Expansion Project for \$28,135.00.** Motion made by McMullan to set the funds aside from miscellaneous projects, Seconded by Palmer, all in favor, motion passes.
- 2. Performance Agreement Application for Cowboys on Main for \$52,900.00.**
- 3. Performance Agreement Application for National Day of the American Cowboy for \$4,058.88.**

McMullan made a motion to table items 2 and 3, seconded by Devenport, all in favor, motion passes.

F. Take all appropriate action on funding for the TNR program for the 2025-2026 year.

The attorney recommended having this item in closed session at the end of the meeting.

The board went into closed session at 7:00PM

The meeting was opened at 7:06PM No action taken on 7F.

G. Take all appropriate action on Settlers park and what needs to be done with the property.

Motion made by Palmer to gift settlers park to the city, seconded by Devenport for discussion.

Voting Yea: Palmer, McMullen, Longoria

Nay: Devenport

H. Take all appropriate action on property owned by the EDC.

Motion made by Palmer to approve the project for parking at 10th and Maple Street after the approval of rezoning. Seconded by McMullan. All in favor, motion passes. Motion made by Palmer to sell Buck Creek, seconded by McMullan.

There was some discussion about what the intent was originally that was a health care center or learning facility. The property was purchased in 2018, and nothing was done with it.

Motion amended by Palmer to take all appropriate action of selling or gifting the property to the City of Bandera, Seconded by McMullan.

Yea- Palmer, McMullan, Longoria

Nay- Devenport

I. Take all appropriate action on setting a date for a workshop for a \$15,000.00 project in improvements to City owned park properties.

Send out dates for a workshop for park improvements.

8. **Comments from the Board.** There were no comments from the board.
9. **Future agenda items.** Election of officers, TNR, Policies and procedures for promotional funding, application timelines for projects.
10. **Adjourn.** The meeting was adjourned at 7:08PM

/s/ Jill Shelton Dickerson

Jill Shelton Dickerson *Administrative Assistant*

Thank you for choosing to stay with Hyatt Hotels & Resorts

Confirmation: # 64244740

Hyatt Regency Lost Pines Resort and Spa

575 Hyatt Lost Pines Road Lost Pines, 78612 United States

Tel: +1 512 308 1234

Reservation Summary

Check-in	Wed, Nov 12, 2025 04:00 PM
Checkout	Fri, Nov 14, 2025 11:00 AM
Guests	1 Guest
Rate	2025 Tml Econ...
Room	(1) 2 Queen Beds
Total Cash Per Room*	\$562.41
Wed, Nov 12	\$229.00
Thu, Nov 13	\$229.00
Subtotal	\$458.00
RESORT FEE TAX	\$4.13
OCCUPANCY TAX	\$30.92
RESORT FEES	\$30.00
REC CHG SALES TX	\$0.88
RECOVERY CHARGE	\$6.42
CITY TAX	\$32.06
Taxes & Fees	\$104.41

*Changes in taxes or fees will affect the total price.

Guest Details

Name Manuel Longoria

Please add to
next edc agenda -
reimburse to
city for hotel
booked for
Manny
- Ally

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[Cookie Settings](#)



INVOICE

Invoice #: 1002
Invoice date: 10/14/2025
Job: EDC Meetings

PO Box 3291
Bandera, TX 78003
P: 361-537-5455

Bill to: Bandera EDC

Item #	Description	Qty	Hourly-Discounted	Discount	Price
8/19/2025	Meeting-After Hours	2.5	25		62.5
9/2/2025	After Hours-Create Files	1	25		25
9/4/2025	Meeting-After Hours	2.00	\$25.00		\$50.00
9/16/2025	Meeting-After Hours	2.50	\$25.00		\$62.50
10/13/2025	Minutes/Agenda Prep	2.00	\$25.00		\$50.00
				Invoice Subtotal	\$250.00
				Tax Rate	
				Sales Tax	
				Deposit Received	
				TOTAL	\$250.00

Please make all checks payable to Jill Shelton.
This only covers my time after hours, not the time I spend during buisness hours!
Thank you!

CLS Sealcoating & Striping

382 Old Camp Rd
Bandera, Tx. 78003

Section 6, Item C.

Estimate

Date	Estimate #
10/1/2025	2493

Name / Address
Bandera EDC 511 Main St. Bandera, Tx.78003

			Project
Description	Qty	Rate	Total
Lay asphalt Approx. 12000 Sq. Ft. -Excavate and haul off approx 8 1/2 to 9 inches of subgrade. -Import 6 inches compacted road base. -Deliver and install 2 inches of Type D Hot Mix asphalt, to be machine laid, rolled and compacted using flat wheel and pneumatic rollers on entire area. Layout with chalk line to stripe all lines, hashes, 2 ADA HC symbols Install Signs- 2 ADA HC signs Job location: corner of 10th/ Maple st. stephanie.biggs@banderatx.gov		61,000.00	61,000.00
		0.00	0.00
		0.00	0.00
Thank you for your business.		Subtotal	\$61,000.00
		Sales Tax (0.0%)	\$0.00
		Total	\$61,000.00

Phone # 8304960845

clssealcoat@yahoo.com

clssealcoat.com

Hill Country Chip Seal
 412 S. Adam Street
 Fredericksburg, TX 78624
 Phone: 830-998-1887

HARD BID PROPOSAL

EDC Parking Lot – 10th St & Maple St

Date: September 26, 2025

Scope Summary (Base Bid – Conventional Asphalt):

Furnish all labor, materials, and equipment to construct an approximately 9,000 SF paved parking lot for 27 stalls, including light grading to existing shed (~3.4° toward Maple St), 6" compacted crushed base, 2" hot-mix asphalt surface, curb/gutter tie-ins, pavement markings (including two accessible spaces and required symbols), ADA signage and accessible route accommodations, and landscape/screening allowances per local requirements. Entrances/exits at 10th St and Maple St.

Bid Basis & Assumptions (fixed quantities):

- Total paved area: 9,000 SF (≈325 SF per stall, 27 stalls).
- Section: 6" compacted crushed base + 2" hot-mix asphalt surface.
- Subgrade proof-roll; geotextile separator as needed.
- Striping: 27 standard stalls plus 2 accessible stalls (1 van-accessible) with signage.
- Allowances: 200 LF curb/gutter tie-in; 2–3 landscape islands and frontage screening.
- No storm structures; surface drainage via lot pitch; utilities by others; normal working hours.

Item	Quantity	Unit	Unit Price	Amount
Site prep / grading	9,000	SF	\$0.80	\$7,200
Geotextile separator (as needed)	9,000	SF	\$0.35	\$3,150
6" crushed base (compacted)	9,000	SF	\$2.50	\$22,500
2" hot-mix asphalt surface	9,000	SF	\$2.75	\$24,750
Tack coat / joints / tie-ins	Lump Sum	—	—	\$2,000
Concrete curb & gutter (allowance)	200	LF	\$28.00	\$5,600
Striping & markings (incl. ADA)	Lump Sum	—	—	\$2,000
ADA signage & ramp/landing allowance	2 spaces	LS	—	\$4,000
Landscape islands & screening (allowance)	2–3 islands	LS	—	\$3,500
Permitting/inspection allowance	Lump Sum	—	—	\$1,000
Mobilization	Lump Sum	—	—	\$6,236
		BASE BID (Lump Sum):		\$92,600

Add Alternates (fixed adders):

ALT-A – Porous asphalt system (2.5" porous asphalt + 12–18" open-graded stone reservoir over geotextile): **Add \$49,500.**

ALT-B – Pervious concrete system (5" pervious concrete + 12–18" stone reservoir): **Add \$67,500.**

Notes: Alternates assume same plan area (9,000 SF) and may require underdrains/overflow depending on infiltration.

Schedule: Work to commence within 30 days of Notice to Proceed; duration approx. 7 working days, weather permitting.

Warranty: 1-year workmanship warranty on asphalt and striping; manufacturer's warranties where applicable.

Payment Terms: 30% mobilization/deposit at NTP, 40% after base installation, 30% upon substantial completion (Net 15).

Exclusions: Sales tax; testing/lab fees; new lighting/EV/irrigation; major undercut/unsuitable subgrade; rock excavation; survey/layout by others; long-term landscaping maintenance.

Acceptance:

By signing below, Client accepts the Base Bid and any selected Alternates and authorizes Hill Country Chip Seal to proceed per this proposal.

Client Signature: _____

Date: _____

Printed Name/Title: _____

Hill Country Chip Seal – 412 S. Adam Street, Fredericksburg, TX 78624 – Phone: 830-998-1887
This proposal is valid for 30 calendar days. Pricing based on quantities and assumptions noted herein.



Section 6, Item C.

PARKING PAD

SEP 29, 2025

lukeasphalt paving@gmail.com
(830) 380-6080

CITY OF BANDERA

10th Street & Maple
Bandera, TX
78003

OPTION 1

Description	Qty	Unit price	Line total
80x150 Parking Pad			
Base + Asphalt Sq. Ft. : 13,320 -Remove grass, as needed. -Blade and shape sub-base. -Add limestone base as needed. -Blade, shape, and compact base material. -Lay 2.5" hot mix asphalt and compact. -Hand-tamp all asphalt edges.	1	\$50,288.00	\$50,288.00
Estimate subtotal			\$50,288.00
Total			\$50,288.00

SIGNING & UPGRADES

Option 1

\$50,288.00

Name:

 Stephanie Biggs

Address:

 10th Street & Maple, Bandera, TX

Optional Upgrades

Description	Qty	Unit price	Line total
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☐

Customer Comments / Notes

Stephanie Biggs:

Date:

Luke's Asphalt Paving – Five (5) Year Limited Residential Warranty

We take pride in delivering quality pavement installations designed to last. Luke's Asphalt Paving, LLC ("LAP") provides a **five-year workmanship and materials warranty** from the date of completion on all **new residential pavement installations**.

What This Residential Warranty Covers

If your residential pavement develops a pothole or broken edge **due to workmanship or materials**, we will repair the affected area according to industry standards. Warranty repairs will be completed as a patch, which may be visible.

In addition, we provide:

- **Vegetation control assistance** for one (1) year after completion, if needed.
 - **Crack maintenance at no charge** for six (6) months after completion, if needed.
-

Conditions of Coverage

This Residential Warranty applies only if:

- The pavement has been maintained according to our care guidelines.
 - The issue is reported to LAP within ten (10) days of discovery by email at **holly@lukesasphaltpaving.com** or text at **830-580-3210**, with photos and a description of the issue. Please include your name and address in the email/text.
 - The property remains under ownership of the original purchaser.
 - No other contractor has modified or repaired the asphalt.
-

What Is Not Covered (Normal Conditions Beyond Our Control)

While we use the highest standards of materials, compaction, and drainage, certain conditions are outside of our control and therefore not covered under this Residential Warranty:

- **Cracking or settling caused by soil movement, drought, or shifting ground.**
- **Erosion or edge failure caused by water washing against the sides of the asphalt if edges are not properly backfilled by the property owner.**
- Minor surface irregularities such as **puddles up to ½" deep**, which are considered acceptable within industry standards.
- Damage from heavy vehicles, trailer jacks, dumpsters, oil/gas spills, tree roots, or underground utilities.
- Normal wear and tear such as power steering scuffs or oxidation from sunlight.
- Any work performed by others on or around the pavement that affects the surface or base.

Terms, Conditions, and General Information

Change Orders

Extras and/or change orders will be performed on a time, material, or negotiated basis. LAP's standard change order forms, when signed by the Customer or their authorized agent, shall be binding.

Payment Terms

All amounts are due upon completion of work. The Customer agrees to pay 1.5% monthly interest (18% annually) on balances unpaid after fourteen (14) days. Failure to pay within sixty (60) days of invoice date shall void all warranty rights. No warranty repairs will be performed until payment is received in full.

Site Conditions & Utilities

The Customer is responsible for marking all private utilities, including but not limited to underground fencing, propane lines, yard lighting, and buried electrical lines. LAP shall not be liable for damages to unmarked utilities. LAP is not responsible for wear and tear caused by crossing the yard or driveway to access the area to be paved.

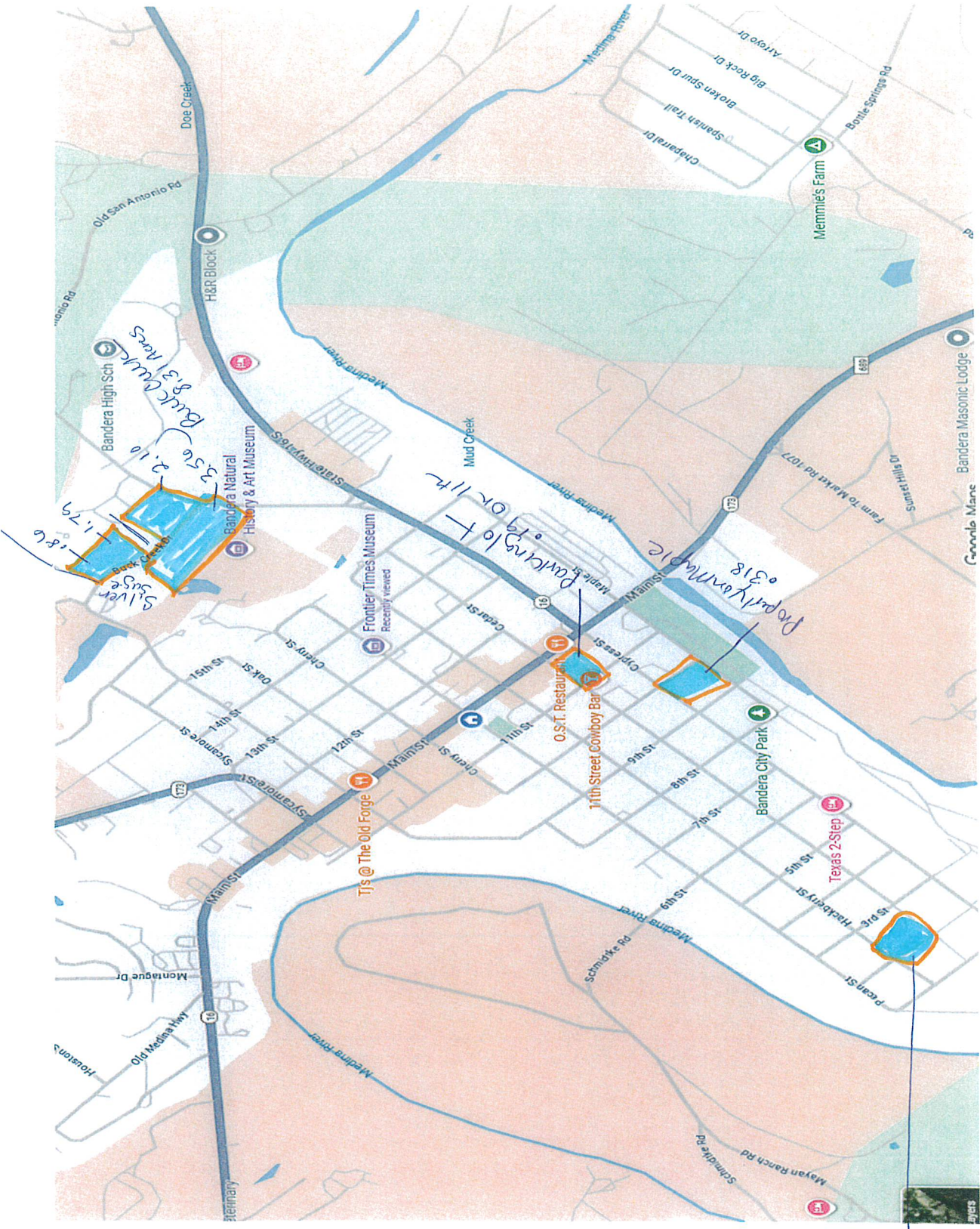
The Customer must ensure the worksite is clear of vehicles, dumpsters, and obstacles. Delays caused by site conditions will result in additional trip charges.

Materials & Workmanship Standards

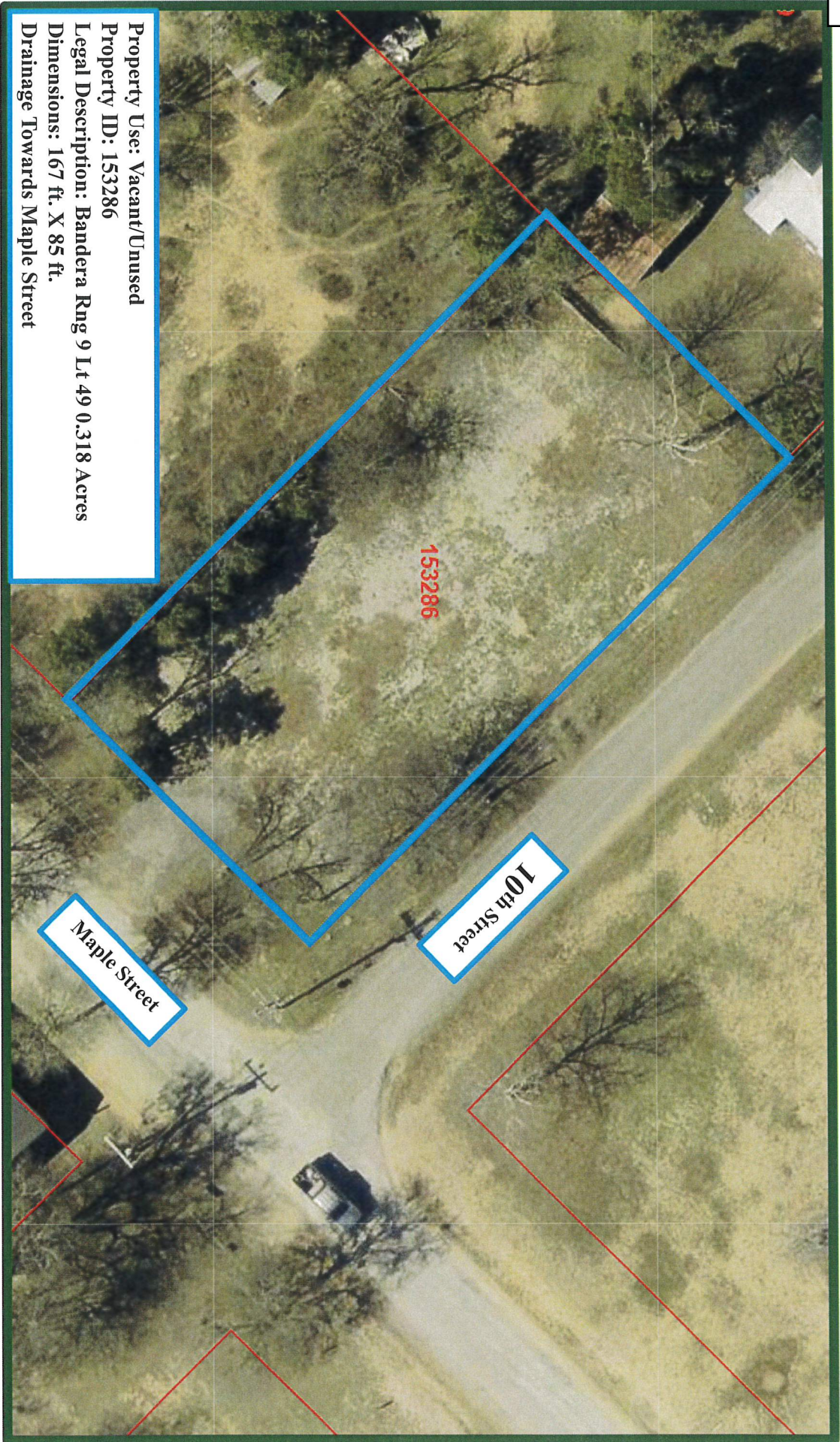
- Asphalt is supplied from computerized plants, ensuring proper mixture and heat control. I
- Workmanship includes proper thickness, compaction, and drainage.
- Swales and berms may be used to address drainage issues, and skin lift asphalt patches may be installed where necessary.
- **Industry standards permit up to ½" water ponding where grades are below minimum (¼" per foot, or 2% slope). Standing water beyond 48 hours constitutes a drainage issue and will be addressed.**
- All edges must be supported with suitable compacted backfill within ½" of asphalt height. LAP is not responsible for drainage issues outside the paved surface.
- Areas installed by hand may appear coarser than machine-laid sections. Seams and hand-worked areas are not considered defects.

Our Commitment

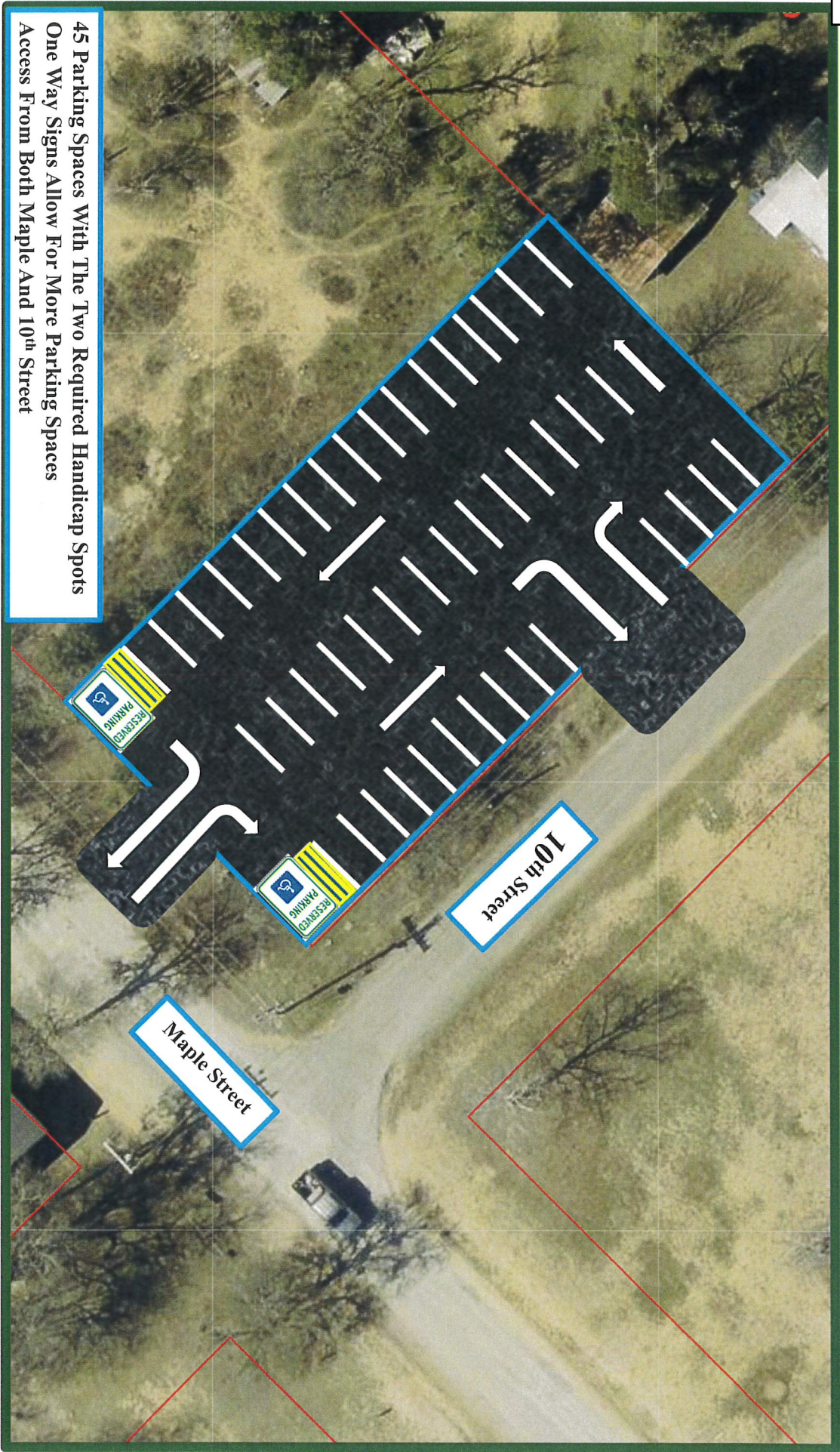
Your residential driveway or pavement is a major investment, and we want it to last. We follow strict installation standards, using high-quality asphalt mixes, ensuring proper compaction and drainage. With proper maintenance and care, your new asphalt will provide many years of reliable use.



Settlers Park and Hackberry
1.57 acres



Property Use: Vacant/Unused
Property ID: 153286
Legal Description: Bandera Rng 9 Lt 49 0.318 Acres
Dimensions: 167 ft. X 85 ft.
Drainage Towards Maple Street

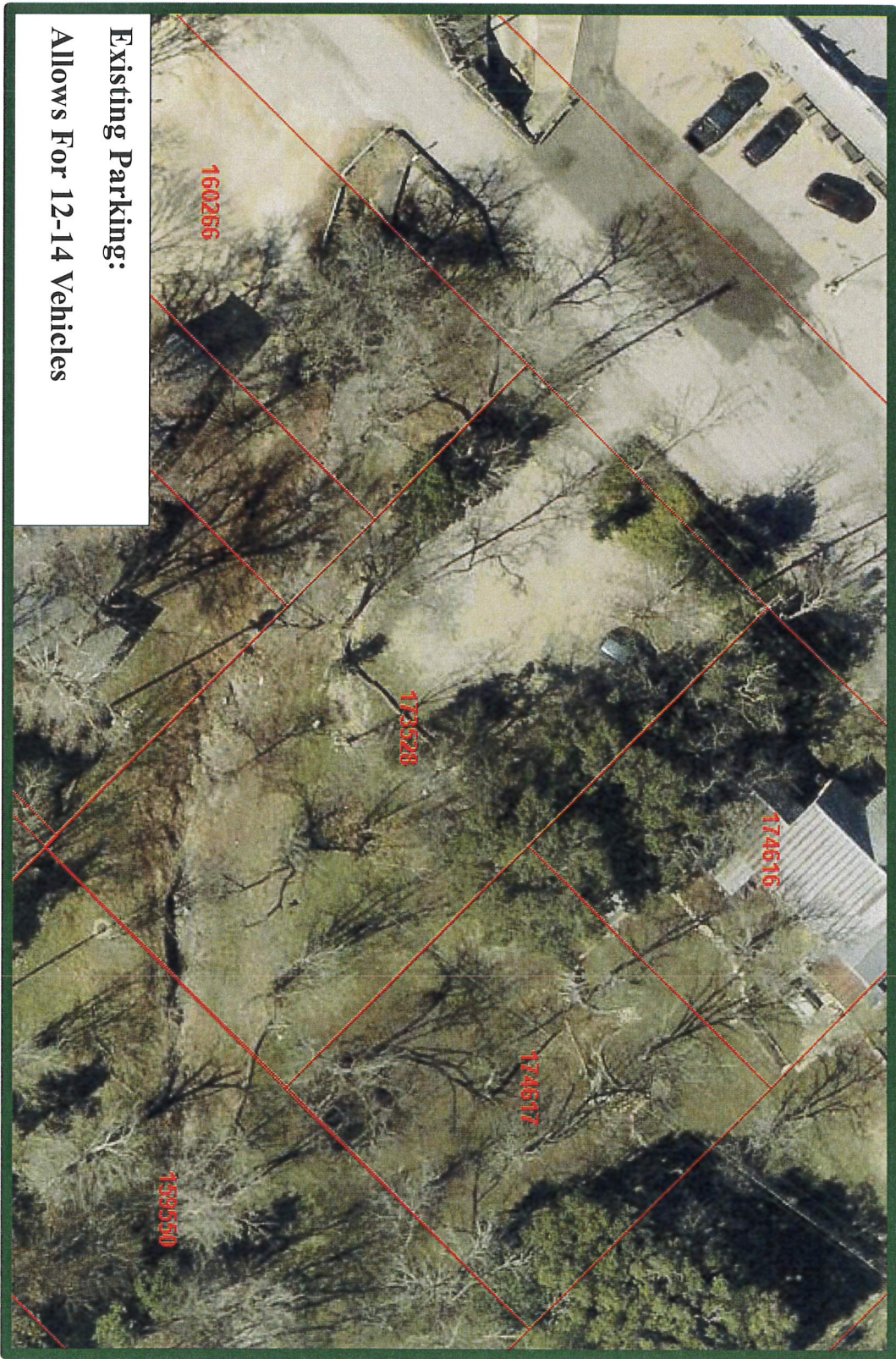


1210 Cedar Street
8 1/2 feet



Proposed Parking:
Allows For 30 Vehicles

1210 Cedar Street





No large mature trees would need to be removed

THE STATE OF TEXAS
COUNTY OF BANDERA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

Section 6, Item F.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the "Agreement") shall be between the City of Bandera, a municipal corporation, situated in Bandera County, Texas, acting by and through its City Administrator, ("City"), and the Bandera Economic Development Corporation, a Texas non-profit economic development corporation ("BEDC") acting by and through its President and in accordance with Texas Local Government Code Chapters 501, 502, and 505. The City and the BEDC are collectively referred to herein as the "Parties" and are each a "Party".

WITNESSETH:

WHEREAS, BEDC was incorporated pursuant to and is governed by the Development Corporation Act, Chapters 501-507, Texas Local Government Code, as amended (the "Code"); and

WHEREAS, Section 501.007 of the Code prohibits a municipality from lending credit or granting public money to an Economic Development Corporation; and

WHEREAS, the City and BEDC have mutual interests in the economic development of the City of Bandera; and

WHEREAS, the Parties have historically determined and continue to determine that it would be of benefit to the citizens of the City, and enhance the economic development of the community, for the City to provide certain administrative services to BEDC for a fee; and

WHEREAS, the Parties have determined that it would benefit the citizens of Bandera and enhance the economic development of the community for the City to establish the roles and responsibilities between the City and BEDC and their respective employees and officers; and

WHEREAS, as provided by Section 2.01 of BEDC's bylaws, upon approval of the Bandera City Council, BEDC may contract with the City for the provision of financial and accounting services by City; and

WHEREAS, the Parties hereby find that it is in the best interest of the Parties for the City to provide fiscal, personnel, and professional services to the BEDC under the terms stated herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Administrative Functions.

1.1. The City shall provide fiscal, personnel, and professional services ("Services") to BEDC as provided herein.

- 1.2. BEDC shall allow City full administrative and financial access to BEDC's financial investment accounts so that City staff can manage reparation and payment of payroll, payment issuances for services, preparation of financial reports, presentational meeting reports related to project performances, preparation of annual budgets, and general summaries of budgeting, accounting, vendor payment, financial management, and auditing. City reserves the right to have access to BEDC's corporate books and records for the purposes identified in Tex. Loc. Gov't Code Chapters 501-507.

2. Compensation and Payment.

- 2.1. The Maximum Compensation for the performance of Services within the Statement of Work described in Exhibit A is Ten Thousand Dollars (\$ 10,000.00). In no case shall the amount paid by BEDC under this Agreement or the rates for Services as described in Exhibit A exceed the Maximum Compensation without an approved change order.
- 2.2. All performance of the Services by City including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by BEDC.
- 2.3. BEDC will pay City based on the following procedures:
 - (a) Upon completion of the tasks identified in Exhibit A, City shall submit to BEDC an original copy of each invoice showing the amounts due for Services performed in a form acceptable to BEDC to the following address:

PO Box 896
Bandera, TX 78003

- 2.4. All payment terms, time for payments, and interest charged for late payments made in accordance with the Agreement are subject to Chapter 2251, Texas Government Code.

3. Term and Termination.

- 3.1. This Agreement shall commence on the Effective Date and shall automatically renew for successive periods of two (2) years unless either Party wishes to amend by mutual consent or provides the other Party with 90 days advance written notice to terminate.
- 3.2. The Agreement may be terminated before the stated termination date by any of the following conditions:
 - (a) By mutual written agreement and consent; or
 - (b) By either Party, upon the failure of the other Party to fulfill its obligations as set forth herein; or
 - (c) By either Party for reasons of its own and without the consent of the other Party, provided that at least thirty (30) days' written notice is provided to the other Party.

The termination of this Agreement and payment of any outstanding amount in settlement as prescribed in Section 2, above shall extinguish all rights, duties, and obligations of the City and BEDC under this Agreement.

4. Ownership of Documents

- 4.1. All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the exclusive property of BEDC and shall be furnished to BEDC upon request. Release of information to the public shall be subject to and in conformance with the Texas Public Information Act.

5. Indemnification.

- 5.1. BEDC AGREES, TO THE EXTENT PERMITTED BY LAW, TO SAVE HARMLESS THE CITY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OFFICERS, OR EMPLOYEES,

PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF BEDC OR OF BEDC'S AGENTS, OFFICERS, AND EMPLOYEES. BEDC SHALL ALSO SAVE HARMLESS THE CITY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES THAT THE CITY MAY INCUR IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE CITY AS A RESULT OF SUCH ACTIVITIES BY BEDC, ITS AGENTS, OFFICERS, OR EMPLOYEES. THIS INDEMNITY SHALL NOT INCLUDE CLAIMS BASED UPON OR ARISING OUT OF THE WILLFUL MISCONDUCT OF THE CITY, ITS AGENTS, OFFICERS, OR EMPLOYEES. FURTHER, THIS INDEMNITY SHALL NOT REQUIRE PAYMENT OF A CLAIM BY THE CITY OR ITS AGENTS, OFFICERS, OR EMPLOYEES AS A CONDITION PRECEDENT TO CITY'S RECOVERY UNDER THIS PROVISION.

5.2. CITY AGREES, TO THE EXTENT PERMITTED BY LAW, TO SAVE HARMLESS BEDC AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OFFICERS, OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CITY OR THE CITY'S AGENTS, OFFICERS, OR EMPLOYEES. THE CITY SHALL ALSO SAVE HARMLESS BEDC FROM ANY AND ALL EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE BEDC IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON BEDC AS A RESULT OF SUCH ACTIVITIES BY THE CITY, ITS AGENTS, OFFICERS, OR EMPLOYEES. THIS INDEMNITY SHALL NOT INCLUDE CLAIMS BASED UPON OR ARISING OUT OF THE WILLFUL MISCONDUCT OF BEDC, ITS AGENTS, OFFICERS, OR EMPLOYEES. FURTHER, THIS INDEMNITY SHALL NOT REQUIRE PAYMENT OF A CLAIM BY BEDC OR ITS OFFICERS OR EMPLOYEES AS A CONDITION PRECEDENT TO BEDC'S RECOVERY UNDER THIS PROVISION.

6. Notice.

6.1. Any notice required shall be delivered to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

For City:	For BEDC:
City Administrator	President
City of Bandera	Bandera Economic Development Corporation
511Main Street	511 Main Street
Bandera, Texas 78003	Bandera, Texas 78003

7. Officials Not To Benefit.

7.1. No public official of the City or BEDC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the agreement which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this Agreement or proceeds thereof.

8. No Waiver.

8.1. Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the City nor the BEDC shall be

held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

- 8.2. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its BEDC members, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements
- 8.3. ONLY THE CITY, THROUGH ACTION OF THE CITY COUNCIL, OR THE BEDC BOARD, THROUGH VOTE OF THE BEDC BOARD, MAY SUBMIT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, OR INVALIDITY THEREOF, TO NON-BINDING MEDIATION BEFORE ANY MUTUALLY AGREED UPON ATTORNEY MEDIATOR. NO PARTY SHALL HAVE THE RIGHT TO REQUIRE THAT THIS CASE BE SUBMITTED TO BINDING ARBITRATION.

9. Miscellaneous Provisions

- 9.1. Force Majeure. In the event that either Party shall be prevented from completing the performance of their respective obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of the Parties hereto, then they shall be excused from any further performance of their obligations and undertakings hereunder, provided however, that in the event that any such performance is only interrupted or delayed, the affected Party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- 9.2. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.
- 9.3. Independent Contractors. Both Parties shall not be construed to have the relationship of partners, joint ventures, principal-agent, or employer-employee. The Parties are separate entities who enter into this Agreement for their respective (and the public's) benefit. No employee of the City shall be construed or deemed an employee of BEDC, and no employee of BEDC shall be construed or deemed an employee of the City.
- 9.4. Compliance With Laws. The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- 9.5. Waiver. Any waiver by either Party of any default under or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach, nor as a waiver of, or permission for, express or implied, any other or subsequent default or breach.
- 9.6. Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Bandera County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.
- 9.7. Successors and Assigns. City and BEDC bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
- 9.8. Third Party Beneficiaries. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
- 9.9. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 9.10. Captions. The section captions used in this Agreement are for convenience of reference

- only and do not affect the interpretation or construction of this Agreement.
- 9.11. Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- 9.12. Understanding, Fair Construction. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

CITY OF BANDERA	BANDERA ECONOMIC DEVELOPMENT CORPORATION
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Name:
Title:

Name:
Title:

Date

Date

ATTEST:

ATTEST:

Jill Shelton, City Secretary

_____, BEDC Secretary

Exhibit A – Scope of Services

Section 6, Item F.

City Provided Services:

1. City Secretary – Agendas, Minutes
2. City Treasurer- Financials, Bank Reconciliation, Budget



AMENDING RESOLUTION

WHEREAS, Bandera EDC

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Patricia McMullan Title: Treasurer
 Signature: _____ Phone: _____
 Email: patricia@mcmullaninsurance.com
2. Name: Manny Longoria Title: President
 Signature: _____ Phone: _____
 Email: redmanny@icloud.com
3. Name: Lynn Palmer Title: Secretary
 Signature: _____ Phone: _____
 Email: lynnpalmer626@gmail.com
4. Name: Laura Devenport Title: Board Member
 Signature: _____ Phone: _____
 Email: laurad1@sbcglobal.net

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Patricia McMullan

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: _____ Title: _____
 Signature: _____ Phone: _____
 Email: _____

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant's chief executive officer.

DATED _____

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

 (NAME OF PARTICIPANT)

SIGNED BY: _____
 (Signature of official)

Manny Longoria, President
 (Printed name and title)

ATTESTED BY: _____
 (Signature of official)

Lynn Palmer, Secretary
 (Printed name and title)

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....
 AUTHORIZED SIGNER