



**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

AGENDA

1. Call to order.

2. Pledge of Allegiance.

3. Announcements.

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.

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

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.

7. Discussion and possible action on the following items:

- A. Take all appropriate action on filling the Vacant seat on the EDC board.
- B. Take all appropriate action Appointment of Treasurer / Investment Officer.
- C. Take all appropriate action on Resolution to Amend the Bylaws of the Bandera Economic Development Corporation.
- D. Take all appropriate action on the Administrative Services Agreement with the City of Bandera.
- 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.
 - 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.
- F. Take all appropriate action on funding for the TNR program for the 2025-2026 year.
- G. Take all appropriate action on Settlers park and what needs to be done with the property.
- H. Take all appropriate action on property owned by the EDC.
- 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.

8. Comments from the Board.

9. Future agenda items.

10. Adjourn.

/s/ Jill Shelton Dickerson

Jill Shelton Dickerson *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 September 10, 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, McMullen 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 McMullen. 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 McMullen.

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 McMullen.

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.

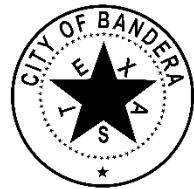
Cut off for Promotional Items.

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, August 19, 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 8:19PM all board members were present except for Betheny Tankersley.

2. Pledge of Allegiance.

All stood for the Pledge.

3. Announcements.

Member Breen announced her resignation from the board.

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

There were no visitors to be heard.

5. Consent Agenda.

A. 1) Invoice from Jill Shelton for administrative services for \$387.50

2) Invoice for the Intuit \$ 122.59.

B. Approval of minutes from the regular meeting from the July 15, 2025 meeting.

C. Monthly Financial Statements.

Item A, 1, was pulled from the consent agenda.

Motion made by member Palmer to approve the consent agenda, Seconded by Devenport.

All in favor, none opposed. Motion passes.

Item A, 1 was discussed when there would be an agreement, Shelton explained her invoice was for May, June, July for after-hours only. All other work for EDC has been done on City time. So until such time an agreement is made there will continue to be bills for services.

Motion made by member Palmer to approve the consent agenda A1, Seconded by Devenport.

All in favor, none opposed. Motion passes.

6. Discussion and possible action on the following items:

A. Budget Workshop for the 2025-2026 budget year.

The board agreed they would like to have a special meeting to discuss budget once the financials are caught up.

7. Discussion and possible action on the following items:

A. Discussion and approval for funding for upgrades to City park facilities disc golf course, skate park safety and horse trails.

There was discussion from the board about what all needed to be done and what the cost would be. The board agreed they would like to see quotes on what all needs to be done.

B. Discussion and possible action on the Performance Agreement for City of Bandera Country Christmas in the Park for \$5,000.00.

Motion made by Palmer to approve as written, Seconded by Cothran. All in favor, none opposed. Motion passes.

C. Discussion and possible action on the Performance Agreement for City of Bandera Trail of Lights in the Park for \$10,000.00.

Motion made by Palmer to approve as written, Seconded by McMullen. All in favor, none opposed. Motion passes. EDC attorney advised there will need to be a public hearing on future meeting.

D. Approval of letter of support submission to LCRA for funding for restrooms at the Bandera Playground and Skate park for \$50,000.00.

Motion made by Breen to approve letter of support submission to LCRA for funding for restrooms at the Bandera Playground and Skate Park for \$50,000.00, Seconded by Devenport. All in favor, none opposed. Motion passes.

E. Discussion and possible action on the Performance Agreement for Bandera Marshal Office for Nightmare on Maple for \$3,000.00.

Motion made by Palmer to approve as written, Seconded by Breen. All in favor, none opposed. Motion passes.

F. Discussion and possible action on the Performance Agreement for Bandera Disc Golf Club in the amount of \$15,000.00.

Motion made by Palmer to approve once a committee has been formed for cost and scope of work, Seconded by McMullen. All in favor. Motion Passes. The Attorney states there will need to be a public hearing on this item.

G. Discussion and possible action on funding for the TNR program for the year 2025-2026 year.

Moved to table by Palmer, Seconded by Breen. All in favor, motion passes.

H. Discussion on Settlers Park and what needs to be done with the property.

Moved to table by Breen, Seconded by Cothran. All in favor, motion passes.

I. Update on the bylaws and policy and procedures that have been sent to the Attorney for review.

EDC Attorney advised the board he is working on the bylaws and will have them available at the next regular meeting. He added that the changes will need to be posted for the public as well.

J. Discussion and possible action on the administrative assistant position.

McMullen moved to interview any qualifying applicants until a management service agreement is in place, Seconded by Palmer. All in favor, Motion passes.

8. Comments from the Board.

There was a comment that they were sorry for the resignation of Breen but appreciated all she has done for the board.

9. Future agenda items.

Acceptance of Breen Resignation and to discuss a replacement.

New signature cards for Bank and TX Star.

Schedule public hearing for Performance Agreements.

Appointment for Investment Officer.

Workshop for Parks for \$50,000.00 expenditure.

10. Adjourn.

The meeting was adjourned at 7:13PM

11. /s/ Jill Shelton Dickerson

Jill Shelton Dickerson, *Administrative Assistant*

A RESOLUTION OF THE BANDERA ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF BANDERA, TEXAS, AUTHORIZING THE AMENDMENT OF THE BANDERA ECONOMIC DEVELOPMENT CORPORATION'S BYLAWS SECTION 1.07 PARLIAMENTARY PROCEDURE, 2.05 CONTRACTS, 2.06 CHECKS AND DRAFTS, 3.03 QUORUM, 3.04 COMPENSATION & BENEFITS, 3.05 TERMINATION, 3.07 OFFICERS, 4.02 REGULAR MEETINGS, 4.03 PUBLIC HEARINGS, 4.05 SPECIAL MEETINGS, AND 10.03 HEARING REQUIRED FOR CERTAIN PROJECTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bandera Economic Development Corporation ("BEDC") wishes to amend their bylaws to correct various errors and update the bylaws to conform with recent legislative changes to Texas law; and

WHEREAS, section 1.06 of the bylaws authorizes the BEDC to initiate changes to or amendment of these bylaws by filing a written request to the Bandera City Council ("City") requesting approval of the new or amended bylaws; and

WHEREAS, these bylaws must be approved by resolution of the Bandera City Council to be binding; and

WHEREAS, the BEDC has reviewed and approved the requested amendment; and

WHEREAS, this Resolution serves as the BEDC's to the City written request for approval to amend and adopt the BEDC's bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE BANDERA ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF BANDERA:

SECTION 1. The foregoing recitals are hereby found to be true and correct and hereby adopted by the Board of Directors of the BEDC and made a part hereof for all purposes as findings of fact.

SECTION 2. The BEDC hereby finds and determines that it is advisable and in the best interests of the BEDC to adopt the amended bylaws as described in Exhibit "A".

SECTION 3. Sections 1.07, 2.05, 2.06, 3.03, 3.04, 3.05, 3.07, 4.02, 4.03, 4.05, and 10.03 of the Bylaws of the Bandera Economic Development Corporation are hereby amended to read in accordance with "Exhibit A," which is attached hereto and incorporated into this Resolution for all intents and purposes. Any underlined text is new or relocated and shall be inserted into the Bylaws of the Bandera Economic Development Corporation. Any struck-through text shall be deleted from the Bylaws of the Bandera Economic Development Corporation, as indicated on "Exhibit A."

SECTION 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. If any provision of this Resolution or the application thereof to any particular circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the BEDC Board of Directors hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 8. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this _____ day of _____, 2025, by the Board of Directors of the Bandera Economic Development Corporation of the City of Bandera, Texas.

Manuel Longoria, President

ATTEST:

Lynn Palmer, City Secretary

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

Section I: Administration**1.07 Parliamentary Procedure**

The Board of Directors shall adopt rules of procedure for its meetings. Robert's Rules of Order, Newly Revised is the preferred parliamentary authority all matters of procedure not specifically covered by the Bylaws or any other rules of procedure adopted by the Board of Directors. However, the Board of Directors is free to adopt rules of parliamentary procedure that accommodates BEDC meetings for members and citizens in compliance with the Texas Open Meetings Act.

~~Robert's Rules of Order, Newly Revised shall be the parliamentary authority for all matters of procedure not specifically covered by the Bylaws or any other rules of procedure adopted by the Board of Directors.~~

Section II: Financial Administration**2.05 Contracts**

The President shall execute any contracts or other instruments which the Board has approved and authorized to be executed unless the Board of Directors determines that another Director or the full Board of Directors shall execute those instruments. When appropriate, the Directors may instruct an attorney or other designated legal representative of the BEDC to carry out the execution of contracts on behalf of the Directors, provided that a resolution has been approved to that end.

2.06. Checks and Drafts

All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the BEDC shall be approved by the Board of Directors and signed or bear the facsimile signature of the President or other designated legal representative of the BEDC ~~two (2) Directors~~ who are approved by resolution to sign such instruments.

Section III. Board of Directors**3.03. Quorum**

At least four (4) Directors, which is a simple majority, must be present to conduct business at BEDC meetings. If a quorum is not present, the BEDC may not conduct business, deliberate or vote.

3;04. Compensation & Benefits

BEDC Directors may not be compensated for their service. However, they may be reimbursed for actual expenses incurred related to conducting business on behalf of the BEDC and within the

requirements and restrictions set forth by the BEDC's Bylaws.

3.05. Termination

A ~~B~~ BEDC Director may be removed from their position on the EDC Board at any time and for any reason by City Council.

3.07. Officers

At the beginning of each fiscal year the BEDC ~~EDC~~ Board of Directors will select a President, Vice President, Secretary and Treasurer. These positions, excepting the Vice President, are required by Chapter 505, Texas Local Government Code. Each officer will serve in their position for a period of one year or until the termination of their term, whichever occurs first. Officers may serve more than one term in a position. If an officer vacates their position as an officer or as a Director, either voluntarily or involuntarily, the other Directors will select another Director to fill that office. A Director may hold more than one office, except that the same person may not concurrently hold the offices of president and secretary.

The Board of Directors may select and/or designate any other officer positions the Board deems necessary to conduct business.

- The President shall be the presiding officer of the Board with the following rights and authority:
 1. To preside over all meetings of the BEDC.
 2. To have the right to vote on all matters before the Board of Directors.
 3. To have the authority, upon notice to the members of the Board of Directors, to call a special meeting of the BEDC when, in his or her judgement, such meeting is required.
 4. To have the authority to appoint standing committees to aid and assist the BEDC in its business undertakings or other matters incidental to the operation and functions of the BEDC.
 5. To have the authority to appoint ad hoc committees which may address issues of a temporary nature of concern or which have a temporary effect on the business of the BEDC.
 6. To have the authority to cancel a regularly scheduled meeting of the BEDC when there is no business to discuss and/or a quorum of Directors will not be present to conduct business, provided that the president gives notice to the Directors and the public of cancellations no later than three (3) business days ~~72 hours~~ prior to the regularly scheduled meeting.
 7. To serve as the designated point of contact for business and economic development projects and inquiries for the City of Bandera.
 8. To sign any deed, mortgage, bonds, contracts, or other instruments which the Directors have approved and unless the execution of said document has been expressly delegated to some other officer or agent of the BEDC by appropriate resolution, by a specific provision in these Bylaws or by statute. In general, the President shall perform all duties incident to the office, and such other duties as shall be prescribed from time to time by the Board of Directors.

Section SECTION IV: Meetings**4.02. Regular Meetings**

The ~~BEDC~~ BEDC will hold regular scheduled meetings at a minimum of once per month and at a time and place determined by the Board of Directors. Regular meeting time and location will be set annually by the Board at the beginning of the fiscal year and at the same meeting officers are selected, Notice of regular meetings will be provided to the public in accordance with the Texas Open Meetings Act.

4.03. Public Hearings

The BEDC Board of Directors shall hold public hearings for projects in accordance with Section 10.03 of these bylaws. The BEDC Board of Directors will schedule public hearings at a time and place that are necessary to conduct business and provide for public hearings that meet the requirements of Texas Local Government Code Chapter 505 and that are in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code.

~~If the BEDC proposes to spend more than \$05,000.00, they must hold a public hearing on the project. They must also pass the project to the Bandera City Council by resolution for a public hearing and a 60 day waiting period. If, during the 60 day waiting period following the public hearing by the Bandera City Council and on the approval of the Bandera City Council of the project by resolution, there has not been a petition signed by 10% or more of the registered voters of the City of Bandera in opposition to the project, the BEDC may proceed with funding the project. If a verified petition is presented, the project may go to a vote in a public election.~~

4.05. Special Meetings

The ~~BEDC~~ BEDC will hold special meetings at a time and place determined by the Board of Directors. Public notice of special meetings will be provided to the public in accordance with the Texas Open Meetings Act. Special meetings may be called by the president with three days' notice to each Director, in person by mail or by telephone, or upon written request by two (2) Directors. Any notice of a special meeting shall include the purpose of the meeting and the business to be addressed, and shall be in accordance with the Texas Open Meetings Act.

Section X: Authorized Projects**10.03 Hearing Required for Certain Projects**

If required by Chapters 501 and 505 of the Texas Local Government Code, tThe BEDC shall hold at least one public hearing on a proposed project before spending money to undertake the project.

In accordance with Texas Local Government Code § 505.158, the BEDC may not undertake a "project" including land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the BEDC's Board of Directors to promote new or expanded business development that requires an expenditure of more than \$10,000 until the Bandera City Council adopts a resolution authorizing the project after giving the resolution at least two separate readings.

If the BEDC proposes to spend more than \$10,000.005,000.00, they must hold a public hearing on the project. They must also pass the project to the Bandera City Council by resolution for a public hearing and a 60-day waiting period. If, during the 60-day waiting period following the public hearing by the Bandera City Council and on the approval of the Bandera City Council of the project by resolution, there has not been a petition signed by 10% or more of the registered voters of the City of Bandera in opposition to the project, the BEDC may proceed with funding the project. If a verified petition is presented, the project may go to a vote in a public election.

~~Per Local Government Code Chapter 505, as long as the City of Bandera population is fewer than 20,000 persons, projects found by the Board of Directors to promote or develop the creation or retention of primary jobs are not required to have a public hearing, and must only be an agenda item for consideration by the Board of Directors in accordance with the Texas Open Meetings Act.~~

THE STATE OF TEXAS
COUNTY OF BANDERA

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KNOW ALL MEN BY THESE PRESENTS:

Section 7, Item D.

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
511 Main 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**

Name:
Title:

Name:
Title:

Date

Date

ATTEST:

ATTEST:

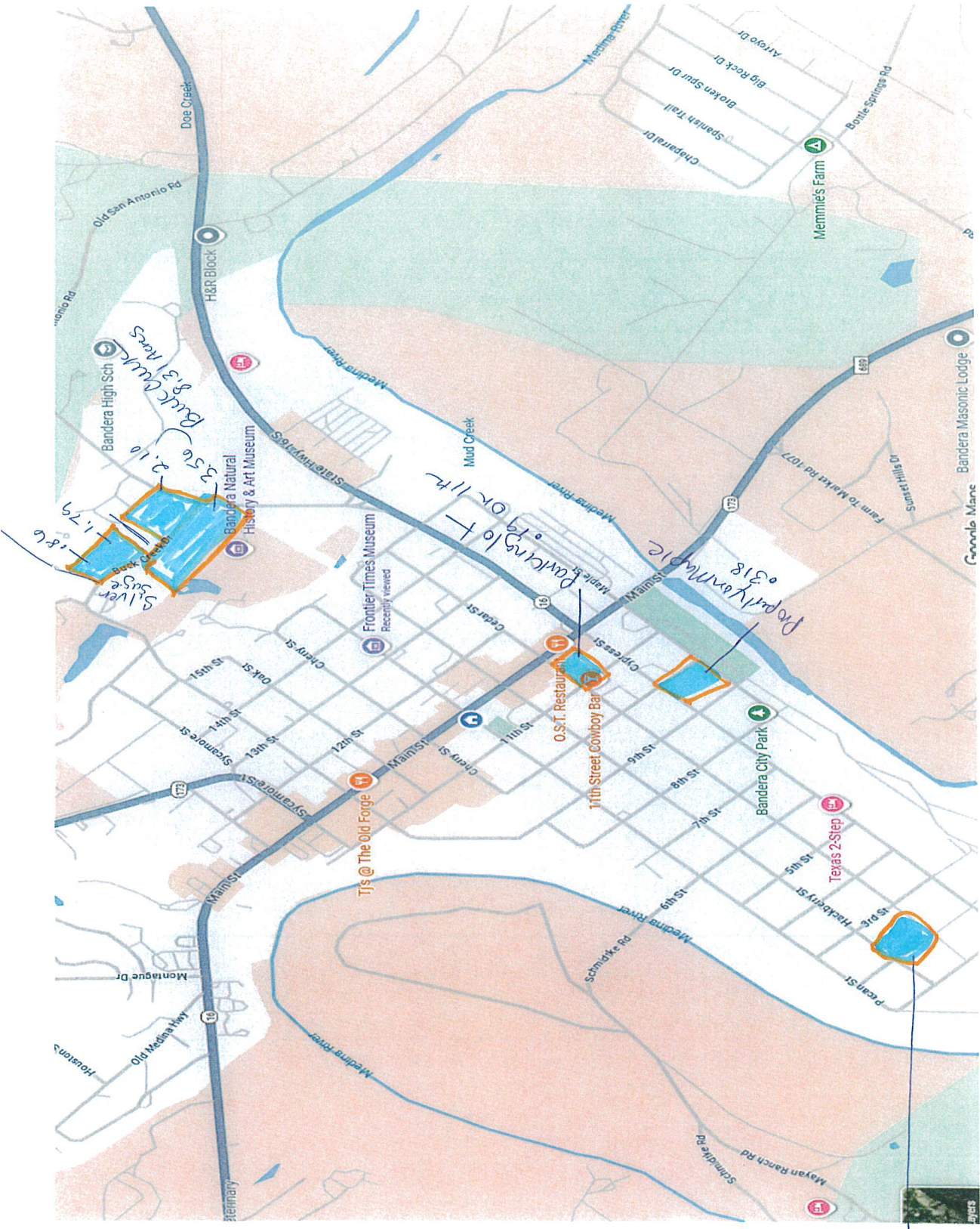
Jill Shelton, City Secretary

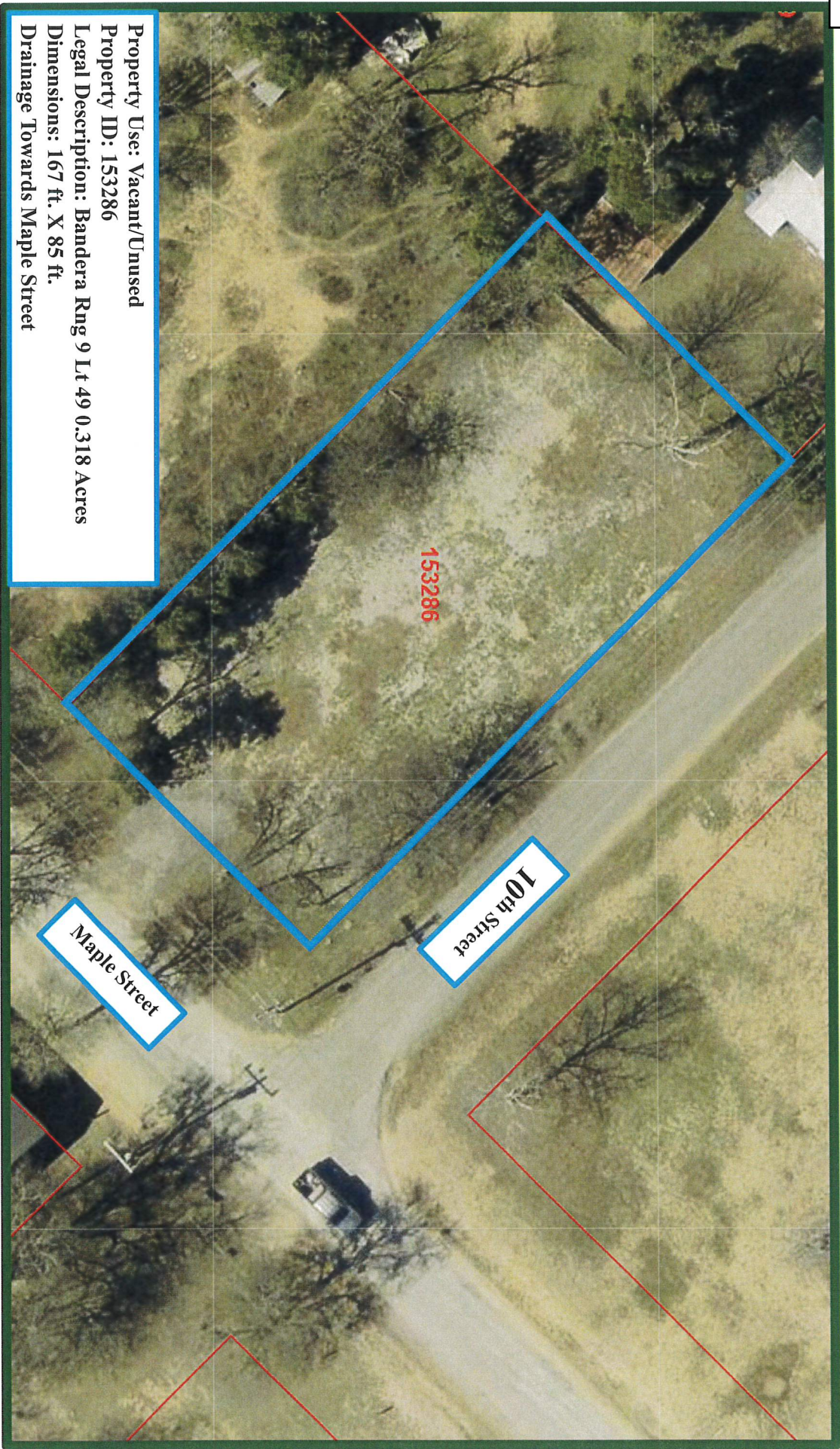
_____, BEDC Secretary

Exhibit A – Scope of Services

City Provided Services:

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





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

