



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

Bandera City Hall, 511 Main Street, Bandera, Texas  
Tuesday, June 17, 2025 at 6:00 PM

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

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**AGENDA**

**1. Call to order.**

**2. Pledge of Allegiance.**

**3. Presentations.**

A. Presentation from Allan Gratia with Bandera Disc Golf Club to improve Disc Golf park facility.

**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) Reimbursement for Park Benches to BBA for \$2,289.46
  - 2) Surety Bond to CNA Insurance for \$1,255.62
  - 3) Training to Lodging Host for \$12,000.00 for 2023-2024 and \$12,000.00 for 2024-2025
  - 4) Performance agreement for American Legion for the Bandera Honors Veterans for \$1,200.00
  - 5) Bandera Bulletin for \$59.00
  - 6) Intuit \$105.53
  - 7) Invoice from Neffendorf & Blocker, PC for \$3,500.00
  - 8) Minutes from the May 20, 2025 Meeting

**6. Discussion and possible action on the following items:**

- A. Financial statements.
- B. Discussion and possible action to engage Messer Fort Law Firm to represent the EDC board.
- C. Discussion on the 2025-2026 budget.
- D. Discussion on EDC owned properties and potential projects.

**7. Comments from the Board.**

**8. Future agenda items.**

**9. Adjourn.**

/s/ Jill Shelton

Jill Shelton, City Secretary

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 June 13, 2025.

# Bandera Economic Development Corporation Performance Agreement Application

Section 3, Item A.

Submit application materials in hard copy to City Hall, 511 Main Street, or via email to: EDC@banderatx.gov

Business Name: BANDERA DISC GOLF CLUB  
How long have you owned the business? N/A Do you own the building? N/A Yes N/A No

Business Contact Name: ALLAN GRATIA

Contact Phone: (830) 796 0426

What type of business is it? DESIRE TO IMPROVE PARK FACILITY

What services or goods are offered? BRING IN OUTSIDE PLAYERS AND NEW PLAYERS FROM BANDERA

Does the business remit sales taxes to the Texas State Comptroller? Yes No N/A

(if available, attach most recent sales tax from the [Texas State Comptroller](#))

Number of employees: N/A Full-time      Part-Time      How many live in Bandera County?     

What is the total cost of the project, including permit costs? \$15,000

What is the amount of funding requested from the BEDC? \$15,000

I hereby certify that the information provided in this application and attachments is true, correct and complete to the best of my knowledge. Omissions or submission of incorrect information will render this application invalid.

[Signature] 6/1/25  
Applicant's Signature Date

           
Building Owner's Signature Date

Attach the following (REQUIRED):

1. Performance agreement proposal for project types allowed for Type B Economic Development Corporations as defined by Chapter 501 and Chapter 505 of the Texas Local Government Code
2. Professional cost estimate of the project OR receipts for materials or other evidence of the completed project cost

If applicable, attach the following

3. Drawing(s)/image(s) showing the project design and location
4. Supporting documentation of the business plan, growth strategy, employment levels, wage schedules and any other information to aid the BEDC Board of Directors in determining if a performance agreement is feasible for the business
5. Supporting information on any other funding or resources for this project provided by local, state and federal governments and/or for-profit and non-profit institutions
6. If new business proposal, your business plan

Received  
6/2/25  
by [Signature]



## Statement in Support of Investment in the Bandera Disc Golf Course

As a business partner in The Kabal, an active disc golf tournament production company, I have been directly involved in the implementation and coordination of two major disc golf courses in separate cities. Currently, we are working with the City of Carlsbad, New Mexico, to plan and develop a second course due to the demonstrated success and growing interest in the sport.

In addition to tournament play, our events contribute to the local economy through coordinated after-parties hosted at nearby restaurants. These venues provide a comfortable, air-conditioned space for players to gather, dine, and socialize. We typically rent out a portion of the establishment, resulting in increased food and beverage sales for the host business.

At present, Bandera is capable of hosting C-tier tournaments, which generally attract 10–15 participants. However, with targeted improvements—including enhanced tee boxes, the addition of both short and long tee options where appropriate, and the development of five additional holes—the Bandera Disc Golf Course would qualify as a B-tier destination. These tournaments routinely draw an average of 50 players, ranging in age from under 15 to over 70.

There is ample potential for this expansion. Between the open/unused space at the City Park across the street, the extra area at the end of Hole 2 leading to the river, and the land across the river overflow canal running parallel to Hole 14, approximately five new holes could be added. To truly elevate the course to a top-tier regional destination, the purchase of the unused land at the end of Hole 14—running parallel to the Hole 15 tee box—would be ideal. This acquisition would maintain the course's natural flow along the river and honor the "Horse Shoe" namesake that defines its current layout.

The current Mach 2 baskets, which are now outdated, could be donated to local boys and girls homes or offered for resale to smaller towns or recreational programs—ensuring they continue to serve the community while making way for modern upgrades.

The course's proximity to other well-known locations such as Joshua Springs, Helotes, and Nani Falcone creates the potential for Bandera to serve as an A-tier tournament destination in collaboration with these venues. (Note: B-tier tournaments can be played on a single course, while A-tier events require two courses.)

Despite current limitations, our local C-tier tournaments already attract elite players from San Antonio and Austin, drawn by the natural beauty and challenging layout of the Bandera course. Investing in facility upgrades, improved tee pads, course expansion, and infrastructure will not only enhance player experience but also drive increased tourism, dining, lodging, and retail activity—contributing meaningfully to local tax revenue.



In short, strategic investment in the Bandera Disc Golf Course has the potential to yield measurable economic returns, elevate the city's recreational offerings, and position Bandera as a premier disc golf destination in the region.

disc golf

From: dragnet12@me.com (dragnet12@me.com)

To: laurad1@sbcglobal.net

Date: Thursday, June 5, 2025 at 10:23 AM GMT-6

Professional grade baskets (times 23 holes) at wholesale cost is \$8300.

Tee pads, depending on current concrete cost, should be approximately \$400 x 23 holes = \$9200. This will be lower if city employees can do the labor.

4x4 posts for signs on each hole, plus board layout of each hole \$600.

Mulch or granite around each tee pad and basket should be less than \$1000.

Total for the project should be \$19,100, plus or minus unforeseen sundries.

# Bandera Economic Development Corporation Performance Agreement Application

Submit application materials in hard copy to City Hall, 511 Main Street, or via email to: EDC@banderatx.gov

Business Name: BANDERA BUSINESS ASSOCIATION (BBA)

How long have you owned the business? \_\_\_\_\_ Do you own the building? \_\_\_\_ Yes ☒ \_\_\_\_ No

Business Contact Name: Arlene Guerra

Contact Phone: 210-632-4535

What type of business is it? Non-profit

What services or goods are offered? Cowboys promoting the "Cowboy Capital of the World"

Does the business remit sales taxes to the Texas State Comptroller? \_\_\_\_ Yes ☒ \_\_\_\_ No

(if available, attach most recent sales tax from the [Texas State Comptroller](#))

Number of employees: \_\_\_\_ Full-time \_\_\_\_ Part-Time How many live in Bandera County? \_\_\_\_

What is the total cost of the project, including permit costs? \$2,289.46

What is the amount of funding requested from the BEDC? \$2,289.46

I hereby certify that the information provided in this application and attachments is true, correct and complete to the best of my knowledge. Omissions or submission of incorrect information will render this application invalid.

Arlene B. Guerra 4/22/25  
Applicant's Signature Date

\_\_\_\_\_  
Building Owner's Signature Date

Attach the following (REQUIRED):

1. Performance agreement proposal for project types allowed for Type B Economic Development Corporations as defined by Chapter 501 and Chapter 505 of the Texas Local Government Code
2. Professional cost estimate of the project OR receipts for materials or other evidence of the completed project cost

If applicable, attach the following

3. Drawing(s)/image(s) showing the project design and location
4. Supporting documentation of the business plan, growth strategy, employment levels, wage schedules and any other information to aid the BEDC Board of Directors in determining if a performance agreement is feasible for the business
5. Supporting information on any other funding or resources for this project provided by local, state and federal governments and/or for-profit and non-profit institutions
6. If new business proposal, your business plan



# Checkout (26 items)

## 1 Choose shipping addresses

### Choose where to ship each item

Items Qty Send to Ship to one address



Clear BioSeal  
Waterproof Caulk &  
Sealant 100% RTV  
Silicone Sealant,  
10oz Cartridge, Low  
Odor & Won't Yellow  
Silicone Clear, (Pack  
of 10)  
**\$64.99**

Condition: New  
Sold by: Innovation K, inc  
[Delete](#)

5... Roy Dugosh, 1695 OLD HONDO H...  
[Ship this item to additional addresses](#)



PHITUODA 1-1/2"  
PVC Pipe End Cap  
Fitting, 10 Pcs PVC  
Pipe Plug Socket  
Fittings Furniture  
Grade PVC Fitting  
Connector for Build  
PVC Furniture DIY  
Garden Shelf  
**\$11.99**

Condition: New  
Sold by: Lokin  
[Delete](#)

5... Roy Dugosh, 1695 OLD HONDO H...  
[Ship this item to additional addresses](#)



Park Bench Metal  
Bench 50 Garden  
Bench Chair Outdoor  
Benches Clearance  
Patio Bench Yard  
Bench Porch Work  
Entryway Steel  
Frame Furniture  
**\$109.99**

Condition: New  
Sold by: Amazon.com  
Services, Inc  
[Delete](#)

16 Roy Dugosh, 1695 OLD HONDO H...  
[Ship this item to additional addresses](#)

Use these addresses

Use these addresses

Continue to step 3 to finish checking out.  
You'll have a chance to review and edit your  
order before it's final.

### Order Summary

Items (26): \$2,144.74  
Shipping & handling: \$0.00  
Total before tax: \$2,144.74  
Estimated tax to be collected: \$144.72

**Order total: \$2,289.46**

[How are shipping costs calculated?](#)

## 2 Payment method



American Express ending in 6004

[Change](#)

Billing address: Arlene Guerra, 464 OLD ORC...

Add a gift card or promotion code or voucher

Enter code

Apply

Apply American Express Membership Rewards Points  
**\$10.04 (1,435 points) available**

3 Items and shipping

Estimated delivery: April 24, 2025

Review order



Clear BioSeal Waterproof Caulk & Sealant  
100% RTV Silicone Sealant, 10oz Cartridge,  
Low Odor & Won't Yellow Silicone Clear,  
(Pack of 10)



PHITUODA 1-1/2" PVC Pipe End Cap Fitting,  
10 Pcs PVC Pipe Plug Socket Fittings  
Furniture Grade PVC Fitting Connector for  
Build PVC Furniture DIY Garden Shelf

Delivery date: April 25, 2025



Park Bench Metal Bench 50 Garden Bench  
Chair Outdoor Benches Clearance Patio  
Bench Yard Bench Porch Work Entryway  
Steel Frame Furniture

\*Why has sales tax been applied? [See tax and seller information.](#)

Need help? Check our [Help pages](#) or [contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

[Important information about sales tax you may owe in your state](#)

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's [Returns Policy](#).

Need to add more items to your order? Continue shopping on the [Amazon.com homepage](#).





Samsung Galaxy A14






Samsung Roy's A14



**True Value®**

MFG# IP-SV131FB      **\$109.00**

145087



843518004647      PKT1

Latt Back STL Bench      LONGUEUR

01/14



Joe W. McMullan Ins. Agy. Inc.  
PO Box 997  
Bandera, TX 78003  
Phone: 830-796-3725 Fax: 830-796-4254

**INVOICE NO. 2097**

Section 5, Item A.

ACCOUNT NO.	OP	DATE
BANDE13	KM	05/20/2025

PRODUCER

Kirk McMullan, CIC

BALANCE DUE ON

05/20/2025

Bandera Economic  
Development Corporation  
PO Box 896  
Bandera, TX 78003

Itm #	Due Date	Trn	Type	Description	Amount
136673	05/20/25	+EN	SBON	Revised position bond	\$55.62
136674	05/20/25	REN	SBON	Bond renewal	\$1,200.00
Invoice Balance:					\$1,255.62

You can now pay online! Please go to  
<https://mcmullaninsurance.epaypolicy.com>



# BANDERA BULLETIN

**PO BOX 697**  
**BANDERA, TX 78003**

Section 5, Item A.

## Invoice

Invoice #

18083

4/9/2025

BANDERA ECONOMIC DEVELOPMENT CORPORATION  
PO BOX 896  
BANDERA, TX 78003

Tearsheets

		Account #	P.O. No.	Sales Rep	Terms	
Date	Tag Line	Width	Height	Qty	Rate	Amount
4/9/2025	CLASS WORD - HELP WANTED - THE BANDERA EDC IS LOOKING TO HIRE PT ADMIN ASST (36 WORDS)			1	29.50	29.50
We appreciate your business!				<b>Total</b>		\$29.50

830-796-3718

carrie.walker@granitemediapartners.com

www.banderabulletin.com

# BANDERA BULLETIN

**PO BOX 697  
BANDERA, TX 78003**

Section 5, Item A.

## Invoice

Invoice #

17670

3/5/2025

BANDERA ECONOMIC DEVELOPMENT CORPORATION  
PO BOX 896  
BANDERA, TX 78003

Tearsheets

		Account #	P.O. No.	Sales Rep		Terms	
Date	Tag Line	Width	Height	Qty	Rate	Amount	
3/5/2025	CLASS WORD - HELP WANTED - THE BANDERA EDC IS LOOKING TO HIRE PT ADMIN ASST (36 WORDS)			1	29.50	29.50	
We appreciate your business!					<b>Total</b>	\$29.50	

830-796-3718

carrie.walker@granitemediapartners.com

www.banderabulletin.com



NEFFENDORF & BLOCKER, P.C.

PO Box 874  
Fredericksburg, TX 78624-2556  
+18309973348  
billing@nb-cpa.com

Section 5, Item A.  
**INVOICE**

**BILL TO**

Bandera Economic Development  
Corp.  
P.O. Box 896  
Bandera, TX 78003

**PAST DUE**

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
31117	04/10/2025	\$3,500.00	05/10/2025	

DESCRIPTION	AMOUNT
Audit - 9/30/24	3,500.00
Please remit payment to the above address or pay by phone with a credit card. Make checks payable "Neffendorf & Blocker, P.C."	<b>BALANCE DUE</b> <b>\$3,500.00</b>





**CITY OF BANDERA  
ECONOMIC DEVELOPMENT CORPORATION  
JOINT WORKSHOP & REGULAR MEETING**

Bandera City Hall, 511 Main Street, Bandera, Texas

Tuesday, May 20, 2025 at 6:30 PM

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

## MINUTES

**1. Call to order joint workshop.**

The workshop was called to order at 6:30PM

**2. Pledge of Allegiance.**

All stood for the pledge.

**3. Workshop**

A. Joint workshop with EDC Attorney Sara Kerr with Messer & Fort Law Firm on EDC 101 and question and answer.

**4. Adjourn Workshop.**

The workshop was adjourned at 7:14PM

**5. Call to order Regular Meeting.**

The regular EDC meeting was called to order at 7:17 PM

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

There were no visitors to be heard.

**7. Consent Agenda.**

Board Member Breen made a motion to approve the consent agenda with a few minor changes per Laura's request. Seconded by Board Member Davenport. All in favor, none opposed. Motion Passes.

A. Approval of minutes from the April 15, 2025 and April 29, 2025 meetings.

B. Approval of the following invoices for payment

1. Bandera Bulletin (\$153.50)

C. Financial Report.

**8. Discussion and possible action on the following items:**

A. **During this time that the EDC is in open hiring for an administrative assistant the EDC requests to utilize/contract the services of the City Secretary, the City Treasurer, and the City Administrator and any other staff members or employees of the City of Bandera to temporarily assist with the Position of the EDC Administrative Assistant.**

Board Member Breen made a motion to utilize/contract the services of the City Secretary, the City Treasurer, and the City Administrator to temporarily assist with the Position of the EDC Administrative Assistant, Seconded by Cothran. All in favor, none opposed. Motion passes.

**B. Discussion and possible action on an agreement with the BBA for a project park benches.**

Motion made by member Breen to approve the agreement with the BBA, seconded by Member Tankersley. All in favor, none opposed. Motion passes.

**C. Discussion and possible action on a promotional funding agreement for the American Legion Post 157 for \$1,200.00 for the Bandera Honors Veterans Parade on November 8,2025.**

Motion made by member Devenport to approve a promotional funding agreement for the American Legion Post 157 for \$1,200.00 for the Bandera Honors Veterans Parade on November 8,2025. Seconded by member Cothran. All in favor, none opposed. Motion Passes.

**D. Discussion and possible action on renewing the amended BEDC Surety Bond from CNA Insurance Company.**

Member McMullan recused herself from this item.

Motion made by Member Breen to approve renewing the amended BEDC Surety Bond from CNA Insurance Company. Seconded by Member Devenport. All in Favor, One Recused, None opposed. Motion passes.

**E. Review the updating of the 2020 Bylaws and added amendments.**

This item was tabled in hopes of getting to work on it further with an Attorney.

**F. Process for monthly updates on the budget process.**

There was a consensus of the board to spend about 15 minutes at each meeting to discuss the Budget.

**G. Approval of invoices to Lodging Host for Employee Training \$12,000.00 for 2023-24 and \$12,000.00 for 2024-25.**

Member Devenport made a motion to approve invoices to Lodging Host for Employee Training \$12,000.00 for 2023-24 and \$12,000.00 for 2024-25. Seconded by Member Palmer. Five in favor, Cothran opposed. Motion passes.

**9. Comments from the Board.**

Members thanked Manny and Jill for stepping up and helping.

Devenport gave an update on the TNR program stating they had trapped and neutered 51 cats and rehomed 10 of them.

**10. Future agenda items.**

Auditor, amend the 2024-2025 budget, EDC property and future use.

**11. Adjourn.**

The meeting was adjourned at 8PM.

**12. /s/ Jill Shelton**

Jill Shelton, City Secretary

**Account QuickReport**  
**Bandera Economic Development Corporation**  
October, 2024-September, 2025

Section 6, Item A.

Distribution account	Transaction date	Transaction type	Num	Name	Line description	Amount	Balance
45000 Promotional / Marketing (10% Revenue Cap)							
45000 Promotional / Marketing (10% Revenue Cap)	11/19/2024	Check	1709	Bandera Cattle Co. Gunfighters	Performance agreement approved by BEDC on November 19, 2024	2,500.00	2,500.00
45000 Promotional / Marketing (10% Revenue Cap)	11/19/2024	Check	1710	Bandera Chamber of Commerce	Performance Agreement FY 24/25 - Buckfest	4,132.21	6,632.21
45000 Promotional / Marketing (10% Revenue Cap)	12/17/2024	Check	1714	Bandera Pro Rodeo Association	Performance Agreement / Longhorns on Main for Labor Day, approved 12/17/24	8,500.00	15,132.21
45000 Promotional / Marketing (10% Revenue Cap)	01/21/2025	Check	1717	Bandera Business Association	Performance Agreement / Cowboy's on Main Street - Agreement Executed January 21, 2025	28,700.00	43,832.21
45000 Promotional / Marketing (10% Revenue Cap)	03/18/2025	Check	1729	Bandera Pro Rodeo Association	Performance Agreement / Memorial Weekend Stampede Rodeo	10,000.00	53,832.21
<b>Total for 45000 Promotional / Marketing (10% Revenue Cap)</b>						<b>\$53,832.21</b>	
45010 Honor Veterans Now							
45010 Honor Veterans Now	06/12/2025	Check		Bandera American Legion Post 157	Bandera Honors Veterans Parade	1,200.00	1,200.00
<b>Total for 45010 Honor Veterans Now</b>						<b>\$1,200.00</b>	
<b>Total for 45000 Promotional / Marketing (10% Revenue Cap) with sub-accounts</b>						<b>\$55,032.21</b>	
<b>TOTAL</b>						<b>\$55,032.21</b>	

# Account QuickReport

## Bandera Economic Development Corporation

### October 1, 2023-September 30, 2024

Distribution account	Transaction date	Transaction type	Num	Name	Line description	Amount	Balance
Marketing (10% Revenue Cap)							
45000 Promotional / Marketing (10% Revenue Cap)	10/11/2023	Check	1637	Bandera Cattle Co. Gunfighters	October	1,250.00	1,250.00
45000 Promotional / Marketing (10% Revenue Cap)	11/13/2023	Check	1644	Bandera Cattle Co. Gunfighters	November	1,250.00	2,500.00
45000 Promotional / Marketing (10% Revenue Cap)	12/19/2023	Check	1651	Bandera Cattle Co. Gunfighters	December	1,250.00	3,750.00
45000 Promotional / Marketing (10% Revenue Cap)	02/01/2024	Check	1664	Bandera Cattle Co. Gunfighters	CHECK 1664	1,250.00	5,000.00
45000 Promotional / Marketing (10% Revenue Cap)	03/22/2024	Check	1475	Bandera Cattle Co. Gunfighters		1,250.00	6,250.00
45000 Promotional / Marketing (10% Revenue Cap)	03/27/2024	Check	1667	Bandera Cattle Co. Gunfighters	CHECK 1667	1,250.00	7,500.00
45000 Promotional / Marketing (10% Revenue Cap)	05/07/2024	Check	1478	Bandera Cattle Co. Gunfighters		1,250.00	8,750.00
45000 Promotional / Marketing (10% Revenue Cap)	06/18/2024	Check	1672	Bandera Cattle Co. Gunfighters		1,250.00	10,000.00
45000 Promotional / Marketing (10% Revenue Cap)	07/22/2024	Check	1685	Bandera Cattle Co. Gunfighters	Invoice #17, approved 07/16/2024.	1,250.00	11,250.00
45000 Promotional / Marketing (10% Revenue Cap)	07/22/2024	Check	1686	Bandera Pro Rodeo Association	on Main for Labor Day, approved 07/16/2024	8,500.00	19,750.00
45000 Promotional / Marketing (10% Revenue Cap)	07/22/2024	Check	1687	Bandera Business Association	Performance Agreement / Riverfest, approved 07/16/2024	3,707.09	23,457.09
45000 Promotional / Marketing (10% Revenue Cap)	07/22/2024	Check	1688	Bandera Business Association	Day of the Cowboy, approved 07/16/2024	2,200.00	25,657.09
45000 Promotional / Marketing (10% Revenue Cap)	08/19/2024	Check	1681	Bandera Cattle Co. Gunfighters		0.00	25,657.09
45000 Promotional / Marketing (10% Revenue Cap)	08/19/2024	Check	1681	Bandera Cattle Co. Gunfighters	CHECK 1681	1,250.00	26,907.09
45000 Promotional / Marketing (10% Revenue Cap)	09/09/2024	Check	1691	Bandera Cattle Co. Gunfighters	CHECK 1681	1,250.00	28,157.09
45000 Promotional / Marketing (10% Revenue Cap)	09/15/2024	Check	1704	Frontier Times Museum	Performance Agreement FY 24/25 - Family Activity Days	2,240.00	30,397.09

45000 Promotional / Marketing (10% Revenue Cap)	09/17/2024	Check	1694	Bandera Cattle Co. Gunfighters	Invoice #19	1,250.00	31,647.09
45000 Promotional / Marketing (10% Revenue Cap)	09/17/2024	Check	1697	Bandera Business Association	Performance Agreement / Cowboy's on Main Street	24,200.00	55,847.09
45000 Promotional / Marketing (10% Revenue Cap)	09/17/2024	Check	1699	Frontier Times Museum	Performance Agreement FY 24/25 - Family Activity Days	0.00	55,847.09
45000 Promotional / Marketing (10% Revenue Cap)	09/30/2024	Check	1711	Bandera Honor Veterans	45010 Promotional / Marketing:Honor Veterans Now	1,500.00	57,347.09

**Total for 45000  
Promotional / Marketing  
(10% Revenue Cap)**

**\$57,347.09**

45008 Chamber of  
Commerce - Buckfest

45008 Chamber of Commerce - Buckfest	09/17/2024	Check	1700	Bandera Chamber of Commerce	Performance Agreement FY 24/25 - Buckfest	0.00	0.00
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**Total for 45008  
Chamber of  
Commerce - Buckfest**

**\$0.00**

45025 Gunfighters

45025 Gunfighters	01/02/2024	Check	1651	Bandera Cattle Co. Gunfighters	CHECK 1651	1,250.00	1,250.00
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**Total for 45025  
Gunfighters**

**\$1,250.00**

**Total for 45000  
Promotional / Marketing  
(10% Revenue Cap) with  
sub-accounts**

**\$58,597.09**

**TOTAL**

**\$58,597.09**



**Account QuickReport**  
**Bandera Economic Development Corporation**  
October 1, 2023-September 30, 2024

Section 6, Item A.

Transaction date	ction type	Num	Name	Line description	Account full name	Amount	Balance
47000 Projects / Misc.							
06/27/2024	Check	VOID	Bandera Animal Control	Cowboy Capitol Cares / Spay and Neuter Program	47000 Projects / Misc.	0.00	0.00
06/27/2024	Check	VOID	Bandera Animal Control	Cowboy Capitol Cares / Spay and Neuter Program	47000 Projects / Misc.	0.00	0.00
09/09/2024	Check	1690	Cowboy Capitol Cares	Spay & Neuter Program	47000 Projects / Misc.	0.00	0.00
<b>Total for 47000 Projects / Misc.</b>						<b>\$0.00</b>	
47019 Wayfinding Signs							
10/11/2023	Check	1639	CLS Sealcoating & Striping	Wayfinding Bollards & Signs Installations	47000 Projects / Misc.:47019 Wayfinding Signs	3,600.00	3,600.00
11/13/2023	Check	1648	Bandera Signs	Design setup wayfinding maps	47000 Projects / Misc.:47019 Wayfinding Signs	150.00	3,750.00
12/19/2023	Check	1657	Web-Wagon	Final Invoice for Wayfinder Map Design	47000 Projects / Misc.:47019 Wayfinding Signs	500.00	4,250.00
05/28/2024	Check	1674	Bandera Signs		47000 Projects / Misc.:47019 Wayfinding Signs	900.00	5,150.00
<b>Total for 47019 Wayfinding Signs</b>						<b>\$5,150.00</b>	
47021 Rural Economic Development (RED) Grant							
04/16/2024	Expense	1482	City of Bandera	RED Grant	47000 Projects / Misc.:47021 Rural Economic Development (RED) Grant	0.00	0.00
06/11/2024	Check	1705	City of Bandera	Bandera Animal Control	47000 Projects / Misc.:47021 Rural Economic Development (RED) Grant	0.00	0.00
07/22/2024	Check	1689	City of Bandera	RED Grant	47000 Projects / Misc.:47021 Rural Economic Development (RED) Grant	5,000.00	5,000.00
08/11/2024	Check	1705	City of Bandera	Bandera Animal Control	47000 Projects / Misc.:47021 Rural Economic Development (RED) Grant	5,000.00	10,000.00
<b>Total for 47021 Rural Economic Development (RED) Grant</b>						<b>\$10,000.00</b>	
<b>Total for 47000 Projects / Misc. with sub-accounts</b>						<b>\$15,150.00</b>	
						<b>\$15,150.00</b>	

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# Account QuickReport

## Bandera Economic Development Corporation

### October, 2024-September, 2025

	Trans Date	Trans Type	Num	Name	Line description	Account full name	Amount	Balance
47000 Projects / Misc.								
47011 Best Western Hotel Training Agreement								
	06/12/2025	Check		Main Street Shops and Lofts, Ltd	Invoice for 2023-2024	Best Western Hotel Training Agreement	12,000.00	12,000.00
	06/12/2025	Check		Main Street Shops and Lofts, Ltd	Invoice for 2024-2025	Best Western Hotel Training Agreement	12,000.00	24,000.00
<b>Total for 47011 Best Western Hotel Training Agreement</b>							<b>\$24,000.00</b>	
47021 Rural Economic Development (RED) Grant								
	04/15/2025	Check	1730	City of Bandera	Bandera Animal Control	Rural Economic Development (RED) Grant	5,000.00	5,000.00
<b>Total for 47021 Rural Economic Development (RED) Grant</b>							<b>\$5,000.00</b>	
47023 Park Benches								
	06/12/2025	Check		Bandera Business Association	Reimburse BBA for Park Benchs at Heritage Park	47000 Projects / Misc.:47023 Park Benches	2,289.46	2,289.46
<b>Total for 47023 Park Benches</b>							<b>\$2,289.46</b>	
47050 Miscellaneous Projects								
	10/15/2024	Check	1703	Laura Devenport	Rural Medicine Program stakeholder meeting	47000 Projects / Misc.:47050 Miscellaneous Projects	764.00	764.00
<b>Total for 47050 Miscellaneous Projects</b>							<b>\$764.00</b>	
<b>Total for 47000 Projects / Misc. with sub-accounts</b>							<b>\$32,053.46</b>	
<b>TOTAL</b>							<b>\$32,053.46</b>	

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# Statement of Activity

## Bandera Economic Development Corporation

October 1, 2024-June 13, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
30000 Revenue	0
30100 Sales Tax / City of Bandera	288,104.14
30190 Interest Income	\$1,958.04
30191 Intrst Income CD 13161	416.02
30192 Intrst Revenue CD 13160	449.54
30193 Interest Income TexStar	15,693.53
<b>Total for 30190 Interest Income</b>	<b>\$18,517.13</b>
<b>Total for 30000 Revenue</b>	<b>\$306,621.27</b>
<b>Total for Income</b>	<b>\$306,621.27</b>
Cost of Goods Sold	
<b>Gross Profit</b>	<b>\$306,621.27</b>
Expenses	
40000 Administrative	0
40020 Payroll / Salaries	2,000.00
40030 Office Supplies	422.12
40040 EDC Fidelity Bond	1,255.62
40050 Dues / Memberships	211.06
40060 Advertising	873.00
40070 Travel/Education/Training	390.00
<b>Total for 40000 Administrative</b>	<b>\$5,151.80</b>
40080 Professional Fees	0
40083 Legal Fees	1,666.50
<b>Total for 40080 Professional Fees</b>	<b>\$1,666.50</b>
45000 Promotional / Marketing (10% Revenue Cap)	\$53,832.21
45010 Honor Veterans Now	1,200.00
<b>Total for 45000 Promotional / Marketing (10% Revenue Cap)</b>	<b>\$55,032.21</b>
46000 Events and Marketing	0
46001 Museum on Main Street	10,000.00
<b>Total for 46000 Events and Marketing</b>	<b>\$10,000.00</b>
47000 Projects / Misc.	0
47011 Best Western Hotel Training Agreement	24,000.00
47021 Rural Economic Development (RED) Grant	5,000.00
47023 Park Benches	2,289.46
47050 Miscellaneous Projects	764.00
<b>Total for 47000 Projects / Misc.</b>	<b>\$32,053.46</b>

# Statement of Financial Position

## Bandera Economic Development Corporation

As of June 13, 2025

DISTRIBUTION ACCOUNT	TOTAL
<b>Assets</b>	
Current Assets	
Bank Accounts	
Bandera Bank	584,338.75
<b>Total for Bank Accounts</b>	<b>\$584,338.75</b>
Accounts Receivable	
Other Current Assets	
Bandera Bank CD #3160	55,266.43
Bandera Bank CD #3161	55,914.78
CD #845	
TexSTAR Investment Pool #9102733343	528,829.35
<b>Total for Other Current Assets</b>	<b>\$640,010.56</b>
<b>Total for Current Assets</b>	<b>\$1,224,349.31</b>
Fixed Assets	
Other Assets	
<b>Total for Assets</b>	<b>\$1,224,349.31</b>
<b>Liabilities and Equity</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	211.06
<b>Total for Accounts Payable</b>	<b>\$211.06</b>
Credit Cards	
Other Current Liabilities	
<b>Total for Current Liabilities</b>	<b>\$211.06</b>
Long-term Liabilities	
<b>Total for Liabilities</b>	<b>\$211.06</b>
Equity	
Retained Earnings	-275,935.82
Net Income	61,217.30
Opening Balance Equity	1,438,856.77
<b>Total for Equity</b>	<b>\$1,224,138.25</b>
<b>Total for Liabilities and Equity</b>	<b>\$1,224,349.31</b>



**Account QuickReport**  
**Bandera Economic Development Corporation**  
**October, 2024-September, 2025**

Distribution account	Transaction date	Transaction type	Name	Amount	Balance
30000 Revenue					
30190 Interest Income					
30193 Interest Income TexStar					
30193 Interest Income TexStar	10/31/2024	Deposit	TexSTAR Participant Services	2,147.29	2,147.29
30193 Interest Income TexStar	11/29/2024	Deposit	TexSTAR Participant Services	2,017.69	4,164.98
30193 Interest Income TexStar	12/31/2024	Deposit	TexSTAR Participant Services	2,027.40	6,192.38
30193 Interest Income TexStar	01/31/2025	Deposit	TexSTAR Participant Services	1,957.41	8,149.79
30193 Interest Income TexStar	02/28/2025	Deposit	TexSTAR Participant Services	1,763.40	9,913.19
30193 Interest Income TexStar	03/31/2025	Deposit	TexSTAR Participant Services	1,948.59	11,861.78
30193 Interest Income TexStar	04/30/2025	Deposit	TexSTAR Participant Services	1,888.48	13,750.26
30193 Interest Income TexStar	05/31/2025	Deposit	TexSTAR Participant Services	1,943.27	15,693.53
<b>Total for 30193 Interest Income TexStar</b>				<b>\$15,693.53</b>	
<b>Total for 30190 Interest Income with sub-accounts</b>				<b>\$15,693.53</b>	
<b>Total for 30000 Revenue with sub-accounts</b>				<b>\$15,693.53</b>	
<b>TOTAL</b>				<b>\$15,693.53</b>	

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**Account QuickReport**  
**Bandera Economic Development Corporation**  
**October 1, 2023-September 30, 2024**

Distribution account	Transaction date	Transaction type	Num	Name	Line description	Amount	Balance
30000 Revenue							
30100 Sales Tax / City of Bandera							
30100 Sales Tax / City of Bandera	10/04/2023	Deposit				37,860.39	37,860.39
30100 Sales Tax / City of Bandera	10/23/2023	Deposit				33,404.85	71,265.24
30100 Sales Tax / City of Bandera	11/28/2023	Deposit				35,806.05	107,071.29
30100 Sales Tax / City of Bandera	12/20/2023	Deposit				33,431.48	140,502.77
30100 Sales Tax / City of Bandera	01/25/2024	Deposit		City of Bandera		35,575.16	176,077.93
30100 Sales Tax / City of Bandera	03/01/2024	Deposit		City of Bandera	REGULAR DEPOSIT	39,238.45	215,316.38
30100 Sales Tax / City of Bandera	03/25/2024	Deposit		City of Bandera	Reconciliation Repair - SH	33,631.55	248,947.93
30100 Sales Tax / City of Bandera	04/26/2024	Deposit		City of Bandera	Sales Tax Revenue	31,045.00	279,992.93
30100 Sales Tax / City of Bandera	05/20/2024	Deposit		City of Bandera	May 2024 Sales Tax Deposit	40,375.71	320,368.64
30100 Sales Tax / City of Bandera	07/10/2024	Deposit		City of Bandera	REGULAR DEPOSIT REGULAR DEPOSIT REGULAR DEPOSIT	34,518.47	354,887.11
30100 Sales Tax / City of Bandera	07/18/2024	Deposit		City of Bandera	REGULAR DEPOSIT REGULAR DEPOSIT REGULAR DEPOSIT	33,493.52	388,380.63
30100 Sales Tax / City of Bandera	08/19/2024	Deposit		City of Bandera	REGULAR DEPOSIT REGULAR DEPOSIT REGULAR DEPOSIT	37,764.83	426,145.46
30100 Sales Tax / City of Bandera	09/25/2024	Deposit		City of Bandera	September 2024 Sales Tax	37,797.21	463,942.67
<b>Total for 30100 Sales Tax / City of Bandera</b>						<b>\$463,942.67</b>	
<b>Total for 30000 Revenue with sub-accounts</b>						<b>\$463,942.67</b>	
<b>TOTAL</b>						<b>\$463,942.67</b>	



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**Account QuickReport**  
**Bandera Economic Development Corporation**  
**October 1, 2024-June 13, 2025**

Distribution account	Transaction date	Transaction type	Num	Name	Amount	Balance
30000 Revenue						
30100 Sales Tax / City of Bandera						
30100 Sales Tax / City of Bandera	10/18/2024	Deposit		City of Bandera	30,481.09	30,481.09
30100 Sales Tax / City of Bandera	11/05/2024	Deposit		City of Bandera	36,258.46	66,739.55
30100 Sales Tax / City of Bandera	12/10/2024	Deposit		City of Bandera	33,641.49	100,381.04
30100 Sales Tax / City of Bandera	12/17/2024	Expense		Bandera Bank	-50.00	100,331.04
30100 Sales Tax / City of Bandera	01/22/2025	Deposit		City of Bandera	35,250.99	135,582.03
30100 Sales Tax / City of Bandera	02/28/2025	Deposit		City of Bandera	47,927.73	183,509.76
30100 Sales Tax / City of Bandera	03/28/2025	Deposit		City of Bandera	31,518.86	215,028.62
30100 Sales Tax / City of Bandera	04/17/2025	Deposit		City of Bandera	32,500.64	247,529.26
30100 Sales Tax / City of Bandera	05/29/2025	Deposit		City of Bandera	40,574.88	288,104.14
<b>Total for 30100 Sales Tax / City of Bandera</b>					<b>\$288,104.14</b>	
<b>Total for 30000 Revenue with sub-accounts</b>					<b>\$288,104.14</b>	
<b>TOTAL</b>					<b>\$288,104.14</b>	

Accrual Basis Friday, June 13, 2025 01:23 PM GMTZ



June 11, 2025

**VIA EMAIL:** EDC@banderatx.gov  
Manny Longoria, President  
Bandera Economic Development Corporation  
511 Main Street  
Bandera, Texas 78003

RE: Legal Services Agreement

Dear Mr. Longoria:

Messer Fort, PLLC (“MF” or “Firm”) and I appreciate the opportunity to represent: Bandera Economic Development Corporation (“Bandera EDC” or “BEDC”). This letter outlines some of the specific terms of our engagement. If you have any questions about these matters, please call me.

1. **Client:** Our client will be Bandera EDC. Our representation in this matter is limited to Bandera EDC and the term “Client” does not include, and we do not represent, any other entities or individuals.
2. **Scope of Work:** Bandera EDC hereby engages MF to perform the following services:
  - a. Serve as general and special counsel for Bandera EDC on matters as directed by the Board of Directors or Staff of Bandera EDC.
  - b. Perform any other services mutually agreed upon by Bandera EDC and MF; however, either party may request an addendum to this Agreement in a form mutually agreeable to the parties prior to the provision of additional services hereunder.
3. **Conflicts:** MF represents that it has reviewed its records and has no conflicts of interest involving Bandera EDC. MF will do all within reason necessary to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, MF shall promptly advise Bandera EDC of such, in writing, and shall notify Bandera EDC of MF’s proposal to resolve the conflict.
4. **Personnel:** MF has over twenty attorneys, including six partners, in its North Texas office and two partners in its Austin office. Arturo D. Rodriguez, Jr. will have the primary responsibility of providing or supervising services for Bandera EDC. Other MF lawyers (including less experienced lawyers or contract lawyers selected by MF) and legal assistants may be involved when MF believes it would be beneficial or is necessary to serve Bandera EDC, but Arturo D. Rodriguez, Jr. will be the primary contact on matters assigned to MF under this Engagement Agreement. Attorney resumes can be viewed at [www.txmunicipallaw.com](http://www.txmunicipallaw.com).

5. **Results**: Any views MF expresses about a likely outcome are only expressions of judgment, we do not make representations or guarantees to Bandera EDC as to the probability of ultimate success or any particular result.

Bandera EDC acknowledges and agrees that MF's entitlement to payment for fees and expenses shall not be contingent upon the results obtained or the final disposition of the services for which MF has been retained.

6. **Records**: Bandera EDC should retain all originals and copies of documents Bandera EDC desires for future reference. MF will retain most of its file(s) for a certain period of time, but ultimately the file will be destroyed in accordance with our record retention schedule. MF does not contact the client prior to such destruction.

Bandera EDC recognizes that working papers shall be assembled and accumulated by MF in connection with this representation, and that same shall belong to and remain the property of MF.

7. **Litigation Matters**: MF will represent Bandera EDC with respect to matters assigned under Bandera EDC, and its officers, employees or agents in a lawsuit upon the request of Bandera EDC. Likewise, we will initiate litigation only at the request of Bandera EDC as directed.
8. **Fees**: MF shall bill Bandera EDC monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has expired by its own terms or has been terminated. MF shall separate invoices as requested by Bandera EDC. Attorney's fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by MF due to acceptance of the matters identified herein, time limitations imposed by Bandera EDC or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and MF's hourly rates. The Firm will bill Bandera EDC at the following rates:

	General Counsel	Litigation	Special Counsel
Partners and Senior Attorney	\$230	\$315	\$325
Associate Attorney	\$220	\$275	\$275
Paralegal Support	\$150	\$150	\$150

Time for legal work and travel is billed in tenth of an hour increments, as follows:

.1 = 6 minutes	.3 = 18 minutes	.5 = 30 minutes	.7 = 42 minutes	.9 = 54 minutes
.2 = 12 minutes	.4 = 24 minutes	.6 = 36 minutes	.8 = 48 minutes	1.0 = 60 minutes

Opinion letters for bonds are a flat fee paid from the bond proceeds, if requested. Market rates (non-governmental) will be charged when Bandera EDC is being reimbursed for legal expenses, such as by a developer or a debt issuance, if applicable. Bandera EDC understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. Bandera EDC further understands that MF hourly rates may be modestly increased on an annual basis.

9. **Billing Practices and Payment**: MF bills for matters on a monthly basis, and payment is due upon receipt of the statement. We do not bill for expenses associated with our representation except for

filing and recording fees, litigation costs, and charges for extraordinary items which may be generated by the particular demands of the project involved.

If experts or consultants are retained or if other support services are required, e.g., mediators, engineers, court reporters, investigators, etc., these individuals or firms will be retained based upon Bandera EDC consent. Bandera EDC will be responsible for paying the fees of these individuals or firms, and such payments should be made within thirty days of receipt of their invoice or MF's invoice containing the charges for the third party. We will advise these individuals or firms that they are being retained by and for the benefit of Bandera EDC and that Bandera EDC is responsible for payment of their fees.

If Bandera EDC has a question about MF's billing procedures or statements, please ask Arturo Rodriguez. MF prefers that questions be raised as soon as possible so that we can address the concerns and be certain Bandera EDC understands our procedures and our statements and is fully satisfied with them.

10. **Termination**: Either party may terminate our representation at any time by notifying the other in writing. In either case, MF's withdrawal will be accomplished pursuant to applicable ethical requirements. Upon termination of the representation, Bandera EDC will be obligated to pay for all services rendered and expenses incurred.
11. **Amendments/Modifications**: Bandera EDC and MF may amend or modify this Agreement so long as such amendment or modification is reduced to writing and is mutually agreed upon by Bandera EDC and MF.
12. **Independent Legal Review**: MF has written this engagement letter on its own behalf. Please feel free to seek independent legal advice from legal counsel of your choosing in order to review this engagement letter. MF wishes to provide you ample opportunity to consult with independent counsel, we do not require that you return a signed copy of this letter immediately.
13. **Attorney Complaint Information**: MF intends to maintain the high standard of ethical conduct towards Bandera EDC and others as set out and enforced by the State Bar of Texas. If for any reason Bandera EDC believes an attorney in MF has violated the written rules of professional conduct for lawyers and/or has questions prior to filing a grievance, Bandera EDC may either contact the Office of the Chief Disciplinary Counsel of the State Bar of Texas by calling 1-866-224-5999 (toll free) or writing to P.O. Box 12487, Austin, Texas 78711-2487. Please note that by signing the grievance form any attorney-client privilege which would otherwise keep discussions between your attorney and you confidential will be waived.
14. **Press Inquiries**: From time to time, we may receive media inquiries concerning Bandera EDC. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, MF will abide by your instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our best judgment, revealing non-confidential information when it is ethical to do so and appears to advance Bandera EDC's interests.
15. **Electronic Mail**: In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no



assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

**16. Miscellaneous:** Duplicate counterparts of this Agreement may be or may have been executed by the parties hereto. Each such executed copy or counterpart shall have the full force and effect of an original executed instrument.

Any notice or communication required or permitted hereunder shall be in writing, and shall be sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or by United States mail, postage pre-paid, registered or certified mail, or (c) pre-paid facsimile, addressed as follows:

**If to Bandera EDC**

Manny Longoria, President  
Bandera Economic Development Corporation  
511 Main Street  
Bandera, Texas 78003

**If to the Firm:**

Messer Fort, PLLC  
Attn: Arturo D. Rodriguez  
4201 W. Parmer Ln., Ste. C-150  
Austin, TX 78727

or to such other address or for the attention of such other person as thereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given at either the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Postal Service or expedited delivery service in the manner provided herein, or, in the case of facsimile, upon receipt. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this paragraph. Either party hereto may change the address for notice specified above for giving the other party two (2) days' advance, written notice of such change of address.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis, Texas. This Agreement is executed by the authorized agent of Bandera EDC and MF, effective as of the date first above written.

**17. Texas Lawyer's Creed:** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is enclosed. We intend to abide by the Creed.

If Bandera EDC agrees with the foregoing, please sign and return one enclosed copy of this letter and retain the other copy for your records to be effective upon execution.

Again, we appreciate you employing Messer Fort, PLLC, PLLC to represent you and we look forward to working with you and establishing a mutually beneficial relationship.

Sincerely yours,  
**Messer Fort, PLLC**

/s/ Arturo D. Rodriguez, Jr.

Arturo D. Rodriguez, Jr.

Bandera EDC AGREES TO RETAIN MESSER FORT, PLLC ON THE FOREGOING TERMS.

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Manny Longoria, President  
Bandera EDC

## **PRIVACY NOTICE**

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their individual clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with advice, we receive significant personal financial information from our clients and from others. If you are a client of Messer Fort, PLLC, PLLC, you should know that all information that we receive from you or obtain in the course of representing you is held in confidence, and is not released to people outside the firm, except as expressly or implicitly authorized by you in the course of representing you, or as required under applicable law. We maintain physical, electronic, and procedural safeguards that comply with professional standards to protect your personal information.

THE TEXAS LAWYER’S CREED - A MANDATE FOR PROFESSIONALISM

Adopted November 7, 1989

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THE TEXAS LAWYER’S CREED–A MANDATE FOR	II.	Lawyer to Client.
PROFESSIONALISM	III.	Lawyer to Lawyer.
	IV.	Lawyer to Judge.

ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession’s broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion,

and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt “The Texas Lawyer’s Creed–A Mandate for Professionalism” as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.



**THE TEXAS LAWYER'S CREED – A MANDATE FOR PROFESSIONALISM**

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

**I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

**II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

**III. LAWYER TO LAWYER**

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

#### IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

## STANDARDS FOR APPELLATE CONDUCT

*Lawyers are an indispensable part of the pursuit of justice. They are officers of courts charged with safeguarding, interpreting, and applying the law through which justice is achieved. Appellate courts rely on counsel to present opposing views of how the law should be applied to facts established in other proceedings. The appellate lawyer's role is to present the law controlling the disposition of a case in a manner that clearly reveals the legal issues raised by the record while persuading the court that an interpretation or application favored by the lawyer's clients is in the best interest of the administration of equal justice under law.*

The duties lawyers owe to the justice system, other officers of the court, and lawyers' clients are generally well-defined and understood by the appellate bar. Problems that arise when duties conflict can be resolved through understanding the nature and extent of a lawyer's respective duties, avoiding the tendency to emphasize a particular duty at the expense of others, and detached common sense. To that end, the following standards of conduct for appellate lawyers are set forth by reference to the duties owed by every appellate practitioner.

Use of these standards for appellate conduct as a basis for motions for sanctions, civil liability or litigation would be contrary to their intended purpose and shall not be permitted. Nothing in these standards alters existing standards of conduct under the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure or the Code of Judicial Conduct.

## LAWYERS' DUTIES TO CLIENTS

*A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by a real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. The lawyer's duty to a client does not militate against the concurrent obligation to treat with consideration all persons involved in the legal process and to avoid the infliction of harm on the appellate process, the courts, and the law itself.*

1. Counsel will advise their clients of the contents of these Standards of Conduct when undertaking representation.
2. Counsel will explain the fee agreement and cost expectation to their clients. Counsel will then endeavor to achieve the client's lawful appellate objectives as quickly, efficiently, and economically as possible.
3. Counsel will maintain sympathetic detachment, recognizing that lawyers should not become so closely associated with clients that the lawyer's objective judgment is impaired.
4. Counsel will be faithful to their clients' lawful objectives, while mindful of their concurrent duties to the legal system and the public good.
5. Counsel will explain the appellate process to their clients. Counsel will advise clients of the range of potential outcomes, likely costs, timetables, effect of the judgment pending appeal, and the availability of alternative dispute resolution.
6. Counsel will not foster clients' unrealistic expectations.
7. Negative opinions of the court or opposing counsel shall not be expressed unless relevant to a client's decision process.
8. Counsel will keep clients informed and involved in decisions and will promptly respond to inquiries.
9. Counsel will advise their clients of proper behavior, including that civility and courtesy are expected.
10. Counsel will advise their clients that counsel reserves the right to grant accommodations to opposing counsel in matters that do not adversely affect the client's lawful objectives. A client has no right to instruct a lawyer to refuse reasonable requests made by other counsel.
11. A client has no right to demand that counsel abuse anyone or engage in any offensive conduct.
12. Counsel will advise clients that an appeal should only be pursued in a good faith belief that the trial court has committed error or that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.

13. Counsel will advise clients that they will not take frivolous positions in an appellate court, explaining the penalties associated therewith. Appointed appellate counsel in criminal cases shall be deemed to have complied with this standard of conduct if they comply with the requirements imposed on appointed counsel by courts and statutes.

## **LAWYERS' DUTIES TO THE COURT**

*As professionals and advocates, counsel assist the Court in the administration of justice at the appellate level. Through briefs and oral submissions, counsel provide a fair and accurate understanding of the facts and law applicable to their case. Counsel also serve the Court by respecting and maintaining the dignity and integrity of the appellate process.*

1. An appellate remedy should not be pursued unless counsel believes in good faith that error has been committed, that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.
2. An appellate remedy should not be pursued primarily for purposes of delay or harassment.
3. Counsel should not misrepresent, mischaracterize, misquote, or miscite the factual record or legal authorities.
4. Counsel will advise the Court of controlling legal authorities, including those adverse to their position, and should not cite authority that has been reversed, overruled, or restricted without informing the court of those limitations.
5. Counsel will present the Court with a thoughtful, organized, and clearly written brief.
6. Counsel will not submit reply briefs on issues previously briefed in order to obtain the last word.
7. Counsel will conduct themselves before the Court in a professional manner, respecting the decorum and integrity of the judicial process.
8. Counsel will be civil and respectful in all communications with the judges and staff.
9. Counsel will be prepared and punctual for all Court appearances, and will be prepared to assist the Court in understanding the record, controlling authority, and the effect of the court's decision.
10. Counsel will not permit a client's or their own ill feelings toward the opposing party, opposing counsel, trial judges or members of the appellate court to influence their conduct or demeanor in dealings with the judges, staff, other counsel, and parties.

## **LAWYERS' DUTIES TO LAWYERS**

*Lawyers bear a responsibility to conduct themselves with dignity towards and respect for each other, for the sake of maintaining the effectiveness and credibility of the system they serve. The duty that lawyers owe their clients and the system can be most effectively carried out when lawyers treat each other honorably.*

1. Counsel will treat each other and all parties with respect.
2. Counsel will not unreasonably withhold consent to a reasonable request for cooperation or scheduling accommodation by opposing counsel.
3. Counsel will not request an extension of time solely for the purpose of unjustified delay.
4. Counsel will be punctual in communications with opposing counsel.
5. Counsel will not make personal attacks on opposing counsel or parties.
6. Counsel will not attribute bad motives or improper conduct to other counsel without good cause, or make unfounded accusations of impropriety.
7. Counsel will not lightly seek court sanctions.
8. Counsel will adhere to oral or written promises and agreements with other counsel.
9. Counsel will neither ascribe to another counsel or party a position that counsel or the party has not taken, nor seek to create an unjustified inference based on counsel's statements or conduct.
10. Counsel will not attempt to obtain an improper advantage by manipulation of margins and type size in a manner to avoid court rules regarding page limits.
11. Counsel will not serve briefs or other communications in a manner or at a time that unfairly limits another party's opportunity to respond.



THE COURT’S RELATIONSHIP WITH COUNSEL

*Unprofessionalism can exist only to the extent it is tolerated by the court. Because courts grant the right to practice law, they control the manner in which the practice is conducted. The right to practice requires counsel to conduct themselves in a manner compatible with the role of the appellate courts in administering justice. Likewise, no one more surely sets the tone and the pattern for the conduct of appellate lawyers than appellate judges. Judges must practice civility in order to foster professionalism in those appearing before them.*

- 1. Inappropriate conduct will not be rewarded, while exemplary conduct will be appreciated.
- 2. The court will take special care not to reward departures from the record.
- 3. The court will be courteous, respectful, and civil to counsel.
- 4. The court will not disparage the professionalism or integrity of counsel based upon the conduct or reputation of counsel’s client or co-counsel.
- 5. The court will endeavor to avoid the injustice that can result from delay after submission of a case.
- 6. The court will abide by the same standards of professionalism that it expects of counsel in its treatment of the facts, the law, and the arguments.
- 7. Members of the court will demonstrate respect for other judges and courts.

STANDARDS OF PRACTICE TO BE OBSERVED BY ATTORNEYS APPEARING IN CIVIL ACTIONS

Adopted in *Dondi Properties Corp. v. Commerce Sav. and Loan Assn*, 121 F.R.D. 284 (N.D. Tex., July 14, 1988)

- A. In fulfilling his or her primary duty to the client, a lawyer must be ever conscious of the broader duty to the judicial system that serves both attorney and client.
- B. A lawyer owes, to the judiciary, candor, diligence and utmost respect.
- C. A lawyer owes, to opposing counsel, a duty of courtesy and cooperation, the observance of which is necessary for the efficient administration of our system of justice and the respect of the public it serves.
- D. A lawyer unquestionably owes, to the administration of justice, the fundamental duties of personal dignity and professional integrity.
- E. Lawyers should treat each other, the opposing party, the court, and members of the court staff with courtesy and civility and conduct themselves in a professional manner at all times.
- F. A client has no right to demand that counsel abuse the opposite party or indulge in offensive conduct. A lawyer shall always treat adverse witnesses and suitors with fairness and due consideration.
- G. In adversary proceedings, clients are litigants and though ill feeling may exist between clients, such ill feeling should not influence a lawyer’s conduct, attitude, or demeanor towards opposing lawyers.
- H. A lawyer should not use any form of discovery or the scheduling of discovery, as a means of harassing opposing counsel or counsel’s client.
- I. Lawyers will be punctual in communications with others and in honoring scheduled appearances and will recognize that neglect and tardiness are demeaning to the lawyer and to the judicial system.
- J. If a fellow member of the Bar makes a just request for cooperation, or seeks scheduling accommodation, a lawyer will not arbitrarily or unreasonably withhold consent.
- K. Effective advocacy does not require antagonistic or obnoxious behavior and members of the Bar will adhere to the higher standard of conduct which judges, lawyers, clients, and the public may rightfully expect.

## EDC Property List

Lot ID	Date of acquisition	Physical description	Legal description	Cost to acquire
153286	2/15/2018	10th and Maple St.	BANDERA RNG 9 LT 49 .318 acres	\$14,000.00
154633	11/17/2008	Cedar and 11th (parking lot)	BANDERA RNG 11 LT 58 .191 acres	
170319	11/17/2021	Hackberry and 2nd	BANDERA RNG 2 LT 10-14 1.573 acres	\$65,000.00
185455	3/15/2018	Buck Creek and Old San Antonio Hwy	ABST 311 B Ruiz SVY 58 TR 127 2.108 acres	\$374,170.00
185456	3/15/2018	Buck Creek	ABST 311 B Ruiz SVY 58 TR 128 1.791 acres	
190139	3/15/2018	Buck Creek and Old San Antonio Hwy	ABST 3 HENDRICK ARNOLD SVY 59 .867 acres	