

Bastrop Economic Development Corporation
Board of Directors - Meeting Agenda
Bastrop City Hall City Council Chambers
1311 Chestnut Street
Bastrop, TX 78602
(512) 332-8870



Monday, February 24, 2025
5:00 PM

Bastrop Economic Development Corporation (BEDC) meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The BEDC Board reserves the right to reconvene, recess, or realign the Regular Session or call Executive Session or order of business at any time prior to adjournment.

1. CALL TO ORDER

2. PUBLIC COMMENT(S)

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the BEDC Board must complete a citizen comment form prior to the start of the meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the BEDC Board cannot discuss issues raised or make any decision at this time. Instead, the Board is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry.

3. EXECUTIVE SESSION

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

(1) Section 551.071 Consultation with attorney - Project Fiesta (aka Coltzin, LLC)

(2) Section 551.071 Consultation with attorney - Bearded Bakery loan from the Revolving Loan Fund

(3) Section 551.087 Deliberation regarding economic development negotiations and Section 551.072 Deliberation regarding real property - LS Electric

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

4. DIRECTOR'S REPORT

A. Lights, Camera, Bastrop

B. BEDC Policies and Procedures

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim BEDC Director and City Manager

5. PRESENTATIONS

5.A Receive presentation from Community Action, Inc. of Central Texas regarding training programs.

Submitted by: Dori Kelley, BEDC Business Attraction, Retention, and Expansion Manager

5.B Receive quarterly retail update provided by The Retail Coach and Hdl Companies.

Submitted by: Dori Kelley, BEDC Business Attraction, Retention, and Expansion Manager

6. REGULAR BUSINESS

6.A Approval of meeting minutes from the Joint Meeting with City Council and the Regular Board Meeting on January 27, 2025.

Submitted by: Angela Ryan, BEDC Operations Manager

6.B Receive monthly financial report for January 2025.

Submitted by: Laura Allen, Assistant Finance Director, City of Bastrop

6.C Consider and act on Resolution R-2025-0004 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Community Action Inc. of Central Texas.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Executive Director and City Manager

6.D Consider and act on approval of an edited City Council Policy regarding the Bastrop Economic Development Corporation.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Executive Director and City Manager

7. ADJOURNMENT

NOTICE OF QUORUM

Notice is hereby given of the possibility of a quorum of members from any City of Bastrop Council, Boards, and/or Commissions, at this Bastrop EDC Board Meeting.

NO Council/Board/Commission action will be taken; NO deliberations will be held; and NO Council/Board/Commission business will be conducted except for Bastrop EDC.

CERTIFICATE

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the BEDC's website, www.bastropedc.org/about/board-materials, and said Notice was posted on the following date and time: February 20, 2025, at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Angela Ryan
Angela Ryan, Operations Manager



DIRECTOR'S REPORT

MEETING DATE: February 24, 2025

TITLE:

Director's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim BEDC Director and City Manager

BACKGROUND/HISTORY:

A. Lights, Camera, Bastrop

At the January BEDC meeting, the Board awarded Lights, Camera, Bastrop with a grant of \$10,000 for advertising and marketing. After the meeting, some questions arose that required attention.

The BEDC attorney, Interim Director, Board member Finn, and Mark Anthony Baca discussed outstanding questions, and resolution is forthcoming. The payment was withheld until this was cleared. I do not anticipate holding payment any further.

B. BEDC Policies and Procedures Review

One of the pillars of success for the annual strategic plan was to review the Policies and Procedures of the Board, as well as Industrial Park Covenants and Bylaws.

The executive committee will review the Policies and Procedures at its next meeting and intend to bring any recommended amendments to the full board in the March/April timeframe.

For the board's information, we will include a copy of the existing document when the agenda email is sent out.

FISCAL IMPACT:

None

RECOMMENDATION:

Direct staff to bring amendments as needed to remaining policies and procedures after review by the executive committee. NO ACTION is needed at this time.

ATTACHMENT:

1. BEDC Policies and Procedures

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Bastrop Economic Development Corporation
Policies & Procedures
Amended and Approved April 17, 2023

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

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Chapter 1: Governance

I. Appointments

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

II. Conflicts of Interest

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

III. Duties of the Board

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

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

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

IV. Committees

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

Chapter 2: Board Meetings

I. Meetings

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

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

II. Agenda Preparation

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

III. Meeting Decorum

1. The purpose of this policy is to establish rules of decorum for members of the public attending and/or addressing the Bastrop Economic Development Corporation (BEDC) in a public meeting. The policy is intended to facilitate the conduct of public meetings in an open and orderly manner and in an environment safe for all persons in attendance, and to promote open meetings that welcome debate of issues being discussed by the BEDC Board in an atmosphere of fairness, courtesy, and respect for differing points of view.

2. Public Meeting Decorum:

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

IV. Public Addressing the Board

1. Public Comment Period

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

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

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

2. Agenda Item Comments

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

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

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

V. Officers

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

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

VI. Action by the Board

1. The Board shall proceed by motion. Any Director, including the Chair, may make a motion.
2. A Director may make only one motion at a time.

3. The Chair shall preside over the debate.
4. A motion shall be adopted by a majority of the votes present.

VII. Closed/Executive Sessions

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

VIII. Quorum

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

IX. Recording of Meetings

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

X. Meeting Minutes

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

Chapter 3: Financial

I. Financial Administration

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

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

II. Contracted Services

1. General Services & RFQs
 - a) The Corporation may contract for professional, consultant, construction, financial, legal or other service intended to carry out the mission of the Corporation.

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

2. Legal Services

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

Chapter 4: Travel

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

I. Code of Conduct

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

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

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

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

3. **Taxis, Transportation Network Companies (TNC) and other Chauffeured Services:** If a BEDC representative is not in possession of or in the same vehicle as a representative with a BEDC credit card, the BEDC will reimburse a representative's taxi, TNC, chauffeured vehicle services, and bus fares for required transportation. Representatives are encouraged to utilize the most economic transportation method and carpool if possible. Receipts must be provided for reimbursement.
 4. **Vehicle Rental:** The BEDC prefers not to rent vehicles unless otherwise necessary. If necessary, the BEDC has a corporate account and staff will take care of making reservations. This account includes vehicle insurance, so the BEDC representative does not need to purchase additional insurance. In accordance with rental company regulations, the vehicle rental must be paid for with a credit card in the name of the person renting the vehicle. If a BEDC representative is renting a vehicle and does not have a BEDC credit card issued in their name, the expenses associated with renting the vehicle will be reimbursed to the representative.
 5. **Parking:** The BEDC will pay for airport parking, in long-term parking lots only, as required while a representative is out of town. If a representative parks in a more expensive lot, the BEDC will reimburse at the lower parking rate. While at the destination, the BEDC will also pay for required parking fees for personal or rented vehicles. BEDC representatives shall choose the most economical parking options while at their destination.
 6. **Lodging:** The BEDC Staff will handle making lodging reservations on behalf of BEDC representatives. BEDC representatives shall make their lodging accommodation preferences known at the request of BEDC staff. The BEDC will attempt to pay for lodging on a BEDC issued credit card; however, if a BEDC representative must pay for lodging on their own credit card they will be reimbursed.
 7. **Per Diem:** The BEDC will provide representatives with a per diem that is in accordance with the U.S. General Services Administration Per Diem Rates for the appropriate fiscal year and destination city.
 8. **Registration Fees:** The BEDC will pay registration fees associated with BEDC related activities. These shall be prepaid in most circumstances.
 9. **Entertainment Related Marketing Expenses:** BEDC staff will attempt to anticipate entertainment expenses related to marketing Bastrop and seek prior approval from the CEO if available, or the Chair or Treasurer if not available.
 10. **Other Expenses:** The BEDC will not pay for expenses unless it specifically relates to the purpose of the trip, a project and/or an event.
- III. **Approval of Travel Expenditures:** Travel expenses will be reconciled and reviewed by the CEO and Treasurer for compliance with this policy.
- IV. **Attendance by Non-BEDC appointed Representatives:** The BEDC acknowledges that non-BEDC representatives (e.g. spouses, significant others, or relatives) may

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

Chapter 5: Personnel

I. **BEDC Office Operating Hours**

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

II. **BEDC Office Holidays**

1. BEDC employees shall follow the holiday schedule approved by the City of Bastrop.

III. **BEDC Staff Reviews**

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

IV. **Campaign-related Activities**

BEDC staff may not use any BEDC resources to engage in any campaign-related activity. Campaign-related activity includes, but is not limited to the following: fundraising, conducting polls, performing campaign research, developing campaign materials, or corresponding regarding campaign matters. BEDC resources includes, but is not limited to the following: internet, computers, email accounts, telephones, copiers, and other BEDC-owned equipment and services.

Chapter 6: Records Retention

I. Books and Records

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

II. Records Open to Public

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

Chapter 7: BEDC Device, Software, And Proprietary Information

I. General Provisions

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

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

II. Liability for Loss or Damage to BEDC Equipment

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

III. Electronic Communications

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

IV. Additional Definitions

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

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



STAFF REPORT

MEETING DATE: February 24, 2025

TITLE:

Receive presentation from Community Action, Inc. of Central Texas regarding training programs.

AGENDA ITEM SUBMITTED BY:

Dori Kelley, BEDC Business Attraction, Retention, and Expansion Manager

BACKGROUND/HISTORY:

A representative from Community Action will be in attendance to present to the BEDC Board about training opportunities.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None; item for informational purposes only.

ATTACHMENT:

Presentation slides



Community Action, Inc.
of Central Texas
— DEVELOPING OPPORTUNITIES —



TRANSFORMING LIVES THROUGH ADULT EDUCATION

Showcasing how our adult education program transforms lives



DRIVING IMPACT IN BASTROP COUNTY

In the past year, the adult education program in Bastrop County has served over 600 students with 15,000+ hours of instruction, empowering them to improve their economic self-reliance through a wide range of educational services and community partnerships.

EMPOWERING THROUGH EDUCATION

Many students start by improving their English language skills through our comprehensive ESL program, gaining proficiency in speaking, reading, and writing English.

With a strong foundation in English, students then enroll in our GED preparation classes, working towards earning their high school equivalency certificate.

After obtaining their GED, students can further their education by enrolling in our career training programs, acquiring job-ready skills in various in-demand fields.

The combination of English proficiency, a GED, and career-focused training equips our students to secure better employment opportunities, improving their economic self-reliance.



EXPANDING OPPORTUNITIES

- **Expanded Class Offerings**

The program has expanded its curriculum by adding 4 new classes in the 2023-2024 school year, providing students with even more opportunities to develop critical skills and knowledge.

- **Additional New Classes for 24-25**

Looking ahead, the program plans to offer 4 more new classes in the coming year, further enhancing its ability to serve the diverse educational needs of the community.

- **Integrating Digital Literacy**

The program has made it a requirement to integrate digital literacy into all of its classes, helping students overcome the digital divide and acquire the essential technology skills needed in today's job market.

- **Expanding Community Partnerships**

The program continues to build and strengthen its network of community partnerships, enabling it to leverage additional resources and opportunities to better serve the educational and career aspirations of its students.

SERVING ADULT LEARNERS

Type of Learner	Number Served	Hours of Instruction
English Language Learners	325	7,126
GED Students (English & Spanish)	253	5,520
Career Training Participants	44	2,681



CELEBRATING STUDENT SUCCESS

Annual Graduation Ceremony

The program hosts an annual graduation ceremony to recognize the achievements of GED recipients, English language learners, and career training graduates.

Honoring Milestones

The ceremony celebrates the hard work and dedication of students who have overcome obstacles to achieve their educational and career goals.

Community Engagement

The graduation event fosters a sense of community and pride, as students are surrounded by the support of their loved ones and the program's partners. Over 250 attended the 2024 celebration.

Motivating Future Learners

The graduation ceremony serves as an inspiration for current and future students, demonstrating the positive impact the program has on the lives of Bastrop County residents.

STUDENT SUCCESS STORY



Patricia Lewis, Teacher, former student & CAI graduation speaker

STUDENT SUCCESS STORY

SARA ALLEN

Community Action Inc.

- Emergency Medical Technician Training
- Security Guard Training
- Texas Public Training Academy (TXPSI) EMPLOYED
- McDade ISD - Security Supervisor EMPLOYED
- Currently enrolled in Advanced EMT Training

FOSTERING COMMUNITY PARTNERSHIPS





INVESTING IN BASTROP'S FUTURE

The EDC's support has been crucial in enabling our adult education program to expand its services and reach more individuals in need across Bastrop.

As a result of program support, Community Action has been able to increase and offer a wider range of GED, ESL, and career training classes, empowering students to improve their economic self-reliance and contribute to the growth of the local community.



STAFF REPORT

MEETING DATE: February 24, 2025

TITLE:

Receive quarterly retail update provided by The Retail Coach and Hdl Companies.

AGENDA ITEM SUBMITTED BY:

Dori Kelley, BEDC Business Attraction, Retention, and Expansion Manager

BACKGROUND/HISTORY:

This quarterly update provides key highlights including updates on confirmed developments in Burleson Crossing, Sendero, and The Grove, as well as new interest from retail and entertainment sectors. Additionally, insights from The Retail Coach's recent efforts and the ICSC Red River Conference will be discussed to inform future recruitment and strategy.

The report from Hdl Companies provides a high-level overview of the top sales tax generators in the City of Bastrop as well as other information the Board may find useful.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None; item for informational purposes only.

ATTACHMENT:

- 1) Retail update from The Retail Coach
- 2) Update from Hdl Companies

Retail Update

Bastrop, TX

Date: 02/07/2025

- **Burleson Crossing**
 - We have received confirmation that a children's education and daycare academy will be opening a location in Burleson Crossing
 - We have received confirmation that two casual sit-down restaurants, one big box grocer, and one big box retailer will be locating to the Burleson Crossing Development
 - A QSR concept has confirmed they will be opening a location in Bastrop. Though not confirmed exactly where, it is most likely going to be located in Burleson Crossing
- **Sendero (Pearl River) Development**
 - We confirmed that three sit-down restaurants and one QSR concept will lead the way for the Sendero Development, with on-going conversation about a big box retailer locating too
 - Furthermore, another fast casual restaurant has an LOI submitted for a location in the Sendero Development
- **The Grove Development**
 - A total of four additional hotels have been confirmed for The Grove Development
 - Additional parcels in the development have been sold; we will receive more word on who will be locating to those parcels as 2025 progresses
- **General Interests**
 - Additionally, an eater-tainment concept, a fast-casual concept, a BBQ restaurant, and a junior box retailer are in the early stages of interest in Bastrop
 - The Retail Coach is currently in conversations with a large entertainment user regarding a possible location in Bastrop
 - Sprouts has made a public announcement that they will be locating in Bastrop
 - An international hotel brand is currently working on a deal in Bastrop on Jasper St.

Conference Updates

- **ICSC Red River**
 - On January 30th-31st, we attended ICSC Red River in Dallas, TX where we were able to have good conversations and meetings regarding Bastrop
 - The aforementioned hotel user had a meeting with us in Dallas where they confirmed their stake in the market. Additionally, we had a meeting with a well-known big box user who indicated that Bastrop is a potential target, but they need to spend time completing their in-house due diligence

Next Round Of Recruitment

- **New Targets**
 - We are continuing outreach to all current developments along with targeting a list of breakfast concepts to locate around the hospitals. We have a new round of recruitment scheduled this month.

SALES TAX SNAPSHOT

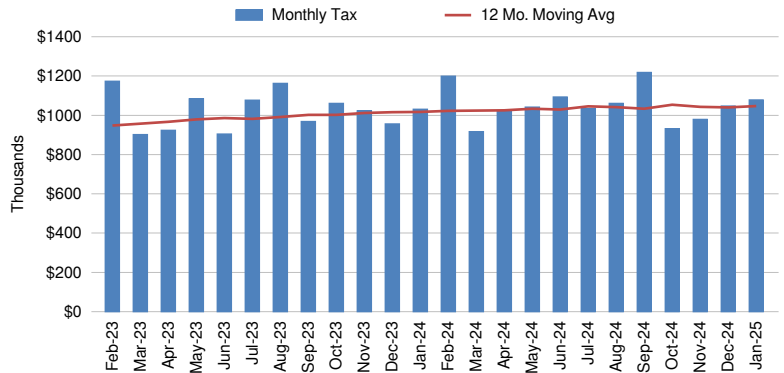
Bastrop

Jan-25

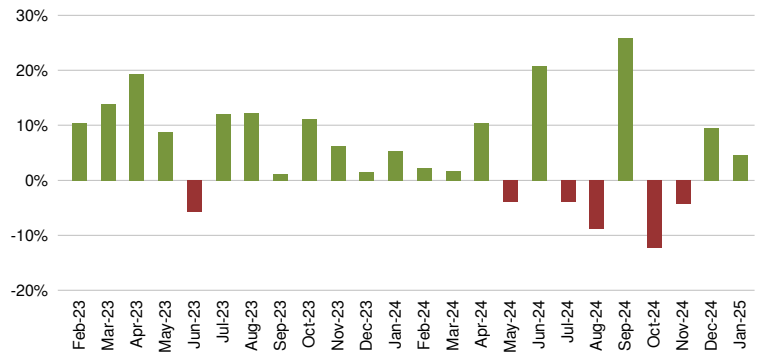
Sales Tax Net Payments

FY Mo.	FY2024	FY2025	YoY % Change
Oct	\$ 1,060,649	\$ 931,579	-12.2%
Nov	\$ 1,021,968	\$ 979,392	-4.2%
Dec	\$ 955,780	\$ 1,046,364	9.5%
Jan	\$ 1,030,693	\$ 1,077,869	4.6%
Feb	\$ 1,198,859		
Mar	\$ 916,206		
Apr	\$ 1,018,673		
May	\$ 1,041,718		
Jun	\$ 1,093,357		
Jul	\$ 1,035,037		
Aug	\$ 1,059,959		
Sep	\$ 1,218,057		
FYTD	\$ 4,069,090	\$ 4,035,204	-0.8%
FY Total	\$ 12,650,953		

Sales Tax Net Payments Trend



Sales Tax Net Payments Change - YoY



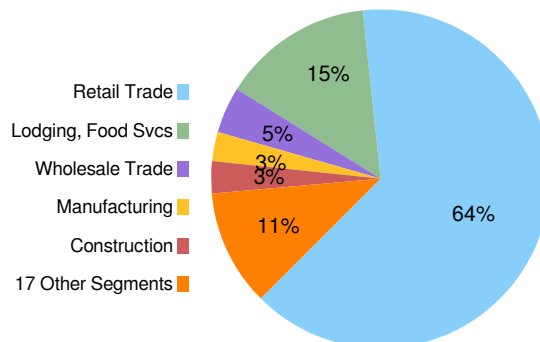
Top 10 Taxpayers

Rank	Company	FYTD Collections	% Total
1	HOME DEPOT U.S.A. INC.		
2	H-E-B LP		
3	WAL-MART STORES TEXAS LLC		
4	LOWE'S HOME CENTERS LLC		
5	BUC-EE'S LTD.		
6	ACADEMY LTD.		
7	STUART C. IRBY COMPANY		
8	MCCOY CORPORATION		
9	AMAZON.COM SERVICES INC (MARKETPLACE)		
10	MARMAXX OPERATING CORP.		
Top 10 Companies		\$ 1,629,346	39.6%
7451 Other Large Companies		\$ 2,421,103	58.8%
Small Companies/Other		\$ 16,628	0.4%
Single Local Tax Rate (SLT)		\$ 47,564	1.2%
Total		\$ 4,114,641	100.0%

Industry Segment Collections Trend - YoY % Chg

SEGMENT	Aug	Sep	Oct	Nov	Dec	Jan
Retail Trade	-16.5%	26.8%	-18.9%	3.7%	5.5%	2.9%
Lodging, Food Svcs	15.0%	12.0%	-15.5%	16.6%	8.6%	0.8%
Wholesale Trade	6.9%	68.3%	15.1%	-6.5%	45.3%	148.0%
Construction	54.6%	38.4%	2.4%	17.8%	25.7%	53.2%
Manufacturing	-69.3%	-15.4%	42.3%	-80.6%	-17.6%	-43.7%
All Others	10.9%	37.9%	3.2%	2.2%	18.2%	-2.0%
Total Collections	-9.4%	26.9%	-12.8%	-4.6%	8.8%	4.3%

Sales Tax Collections by Industry Segment





STAFF REPORT

MEETING DATE: February 24, 2025

TITLE:

Approval of meeting minutes from the Joint Meeting with City Council and the Regular Board Meeting on January 27, 2025.

AGENDA ITEM SUBMITTED BY:

Angela Ryan, BEDC Operations Manager

BACKGROUND/HISTORY:

The minutes from the Joint Meeting with City Council and the Regular BEDC Board Meeting from 01/27/25 are attached for the Board's review and approval.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the meeting minutes as submitted.

ATTACHMENT:

1. Draft Joint Meeting Minutes with City Council from January 27, 2025
2. Draft Regular Board Meeting Minutes from January 27, 2025

CITY OF BASTROP

JOINT MEETING OF THE
BASTROP CITY COUNCIL AND
BASTROP ECONOMIC DEVELOPMENT CORPORATION BOARD

MEETING MINUTES

Monday, January 27, 2025

A Joint Meeting of the Bastrop City Council and Bastrop Economic Development Corporation (BEDC) Board of Directors was conducted on Monday, January 27, 2025, at 4:02 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Pro-Tempore John Kirkland
 Council Member Cynthia Meyer
 Council Member Kerry Fossler
 Council Member Kevin Plunkett
 Council Member Cheryl Lee**arrived at: 4:21 pm*

Staff Present

City Manager Sylvia Carrillo-Trevino
 Assistant City Manager Andres Rosales
 Interim City Attorney Charlie Zech
 Assistant City Secretary Victoria Psencik
 Assistant to the City Manager Vivianna Andres
 Public Information Officer Colin Guerra

BEDC Board of Directors Present

Board Chairman Ron Spencer
 Director Gary Blake
 Director T.J. Finn
 Director Chris McCool
 Director Frank Urbanek
 Mayor Pro-Tempore John Kirkland
 Council Member Cheryl Lee**arrived at: 4:21 pm*

Staff Present – City/BEDC

Operations Manager Angela Ryan
 B.A.R.E. Manager Dori Kelley
 Interim BEDC Director Sylvia Carrillo-Trevino
 BEDC Attorney Charlie Zech

Council Members Absent

Mayor Lyle Nelson* *resigned 1/14/2025*

1. CALL TO ORDER

1A. Call to Order – Bastrop City Council

With a quorum being present, Mayor Pro-Tempore Kirkland called the City Council meeting to order at 4:02 p.m.

1B. Call to Order – Bastrop Economic Development Corporation Board of Directors

With a quorum being present, Board Chairman Spencer called the Bastrop Economic Development Corporation Board meeting to order at 4:03 p.m.

2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags

Mayor Pro-Tempore Kirkland led the Pledge of Allegiance.

3. CITIZEN COMMENT(S)

No Citizens Comment requests were made to discuss any item not on the agenda.

4. PRESENTATIONS

4A. Consideration, discussion, and possible action on the results of the Sports Complex Feasibility Study.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim BEDC Director and City Manager

Presentation by Hunden Partners Representatives Ryan Sheridan, Mike Thiessen, and Emily Connor.

MOTION (Council) : Council Member Plunkett moved to cancel the Sports Complex project as presented by Hunden Partners. Council Member Meyer seconded the motion. Motion carried unanimously.

MOTION (BEDC) : Director Finn moved to cancel the Sports Complex project as presented by Hunden Partners. Director Blake seconded the motion. Motion carried unanimously.

5. WORK SESSIONS / BRIEFINGS

5A. Discussion and possible action regarding the Strategic Planning Session by the BEDC on January 13, 2025 and amendments to the existing BEDC policy statements.

Submitted and Presented by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim BEDC Director and City Manager

Bastrop City Council took **no** action on Item 5A.

6. ADJOURNMENT

6A. Adjourn – Bastrop City Council

Upon a motion duly made and seconded, Mayor-Pro Tempore Kirkland adjourned the City Council meeting at 5:54 p.m. without objection.

6B. **Adjourn – Bastrop Economic Development Corporation Board**

Upon a motion duly made and seconded, Chairman Spencer adjourned the Bastrop Economic Development Corporation Board meeting at 5:54 p.m. without objection.

CITY OF BASTROP, TEXAS

BASTROP ECONOMIC DEVELOPMENT CORPORATION

John Kirkland, Mayor Pro-Tempore

Ron Spencer, Board Chairman

ATTEST:

ATTEST:

Victoria Psencik, Assistant City Secretary

Angela Ryan, Operations Manager

**Bastrop Economic Development Corporation
Board of Directors – Meeting Minutes**

January 27, 2025



The Bastrop Economic Development Corporation (BEDC) met on Monday, January 27, 2025, at 6:00 p.m. for a Regular Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Ron Spencer, Frank Urbanek, Cheryl Lee, John Kirkland, Chris McCool, Gary Blake, and T.J. Finn. Staff members present: Interim Executive Director Sylvia Carrillo-Trevino, Angela Ryan, and Dori Kelley. BEDC attorney Charles Zech was also in attendance.

1. **CALL TO ORDER** – Board Chair Spencer called the meeting to order at 6:06 p.m.
2. **PUBLIC COMMENT(S)** – There were no public comments.
3. **PRESENTATIONS**
 - 3.A. Presentation by the Smithville Workforce Training Center (dba Career Tracks). The Smithville Workforce Training Center gave an update on the programs they currently offer as well as their future plans.
 - 3.B. Consideration, discussion and possible action on the results of the Sports Complex Feasibility Study. (This item was addressed during the Joint Meeting with City Council.)
 - 3.C. Receive quarterly update provided by The Retail Coach. Ms. Kelley presented an update provided by The Retail Coach.
4. **REGULAR BUSINESS**
 - 4.A. Approval of meeting minutes from the Regular Board Meeting of November 18, 2024, the Joint Meeting with City Council of December 3, 2024, and the Strategic Planning Meeting of January 13, 2025. Mr. Kirkland made the motion to approve the minutes as submitted, Mr. McCool seconded, and the motion passed.
 - 4.B. Receive financial reports for fiscal year ending September 30, 2024, and monthly financial reports for the months of October, November, and December 2024. Chief Financial Officer Edi McIlwain presented the financial reports to the Board and answered questions.
 - 4.C. Consideration, discussion, and possible action on donating office equipment that the BEDC is no longer using to the Smithville Workforce Training Center. Mr. Kirkland made the motion to recognize the equipment as surplus and not necessary for the ongoing operations of the BEDC, and to donate it to Career Tracks. Ms. Lee seconded, and the motion passed.
 - 4.D. Consideration and possible action approving Resolution R-2025-0001 approving an agreement with Roscoe Bank to administer the BEDC Revolving Loan Fund Program using donated funds from Roscoe Bank and BEDC funds in the amount of \$30,000 per fiscal

year. After discussion, Mr. Kirkland made the motion to approve the resolution, Ms. Lee seconded, and the motion passed.

4.E. Consideration, discussion and possible action on a request for a \$10,000 support grant for an event entitled "Lights, Camera, Bastrop." Mark Anthony Baca gave a presentation about the event he is planning at Mayfest Park. After discussion, Mr. Kirkland made the motion to approve the grant in the amount of \$10,000, with the expectation that the BEDC be promoted as a donor of the event. Ms. Lee seconded, and the motion passed, with Ms. Finn stating that she was recusing herself.

4.F. Consideration, discussion, and possible action on approving an updated Support Services Agreement with the City of Bastrop. Ms. Finn made the motion to approve the agreement, Mr. Kirkland seconded, and the motion passed.

4.G. Consideration, discussion, and possible action on approving an updated support agreement with the Bastrop Main Street Program. Ms. Lee made the motion to approve the agreement, Mr. Blake seconded, and the motion passed.

4.H. Consideration and possible action on Resolution R-2025-0002, rescinding Resolution R-2024-0010 that suspended the sale of property in the Bastrop Business and Industrial Park. Mr. Kirkland made the motion to approve the resolution, Mr. Blake seconded, and the motion passed.

4.I. Consideration and possible action approving Resolution R-2025-0003, approving a Wastewater Easement with Bastrop Independent School District, as attached in Exhibit A; and authorizing the execution of the necessary documents. Mr. Kirkland made the motion to approve the resolution, Ms. Finn seconded, and the motion passed.

5. EXECUTIVE SESSION

5.A. At 7:25 p.m., the Bastrop EDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

- (1) Section 551.071 Consultation with attorney - Project Fiesta (aka Coltzin, LLC)
- (2) Sections 551.071 Consultation with attorney and 551.087 Deliberation regarding economic development negotiations regarding a 380 Agreement with Chestnut Commercial located at 1712 Chestnut Street, Bastrop, Texas.

5.B. At 7:42 p.m., the Bastrop EDC Board of Directors reconvened into open session to discuss, consider and/or take any action necessary related to the executive sessions noted herein. No action was taken.

6. ADJOURNMENT – Mr. Kirkland made the motion to adjourn the meeting and Ms. Lee seconded. The meeting was adjourned at 7:42 p.m.

APPROVED: _____
Ron Spencer, Board Chair

ATTEST: _____
Angela Ryan, Operations Manager



STAFF REPORT

MEETING DATE: February 24, 2025

TITLE:

Receive monthly financial report for January 2025.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director, City of Bastrop

BACKGROUND/HISTORY:

Attached for the Board's review and consideration is the BEDC financial report for the period ending January 31, 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None; item presented for informational purposes.

ATTACHMENT:

1. Financial report for period ending January 31, 2025

Bastrop Economic Development Corporation

Financial Summary
For Period Ending
January 2025



Bastrop Economic Development Corporation
Financial Summary Report
Month Ending January 31, 2025

	January Projected	January Actual	Variance
Revenue:			
Sales Tax	\$ 90,721.00	\$ 119,739.31	\$ 29,018.31
Cell Tower Lease	1,504.17	2,234.23	730.06
Interest Income	20,833.33	55,319.92	34,486.59
Misc Income	-	2,000.00	2,000.00
Grant Receipts	-	-	-
Total Revenues	\$ 113,058.50	\$ 179,293.46	\$ 66,234.96
Expenses:			
Personnel	\$ 23,644.00	\$ 25,731.63	\$ (2,087.63)
Supplies & Material	420.00	80.16	339.84
Maintenance & Repairs	695.00	21,186.75	(20,491.75)
Occupancy	240.00	1,226.29	(986.29)
Contractual Services	121,213.00	17,652.26	103,560.74
Marketing & Advertising	10,708.00	1,896.10	8,811.90
Contingency	2,083.00	-	2,083.00
Capital Improvements	16,667.00	-	16,667.00
Land Grant/Rebate	-	-	-
Debt Service	23,373.25	23,373.25	-
Total Expenses	\$ 199,043.25	\$ 91,146.44	\$ 107,896.81

NOTE: Misc Income includes sale of office furniture from old office.

Bastrop Economic Development Corporation
Financial Summary Report
Year-To-Date as of January 31, 2025

	Year To Date Projected	Year To Date Actual	Variance
Revenue:			
Sales Tax	\$ 351,833.00	\$ 456,319.93	\$ 104,486.93
Cell Tower Lease	6,016.00	8,936.92	2,920.92
Interest Income	83,333.00	200,544.62	117,211.62
Misc Income	-	2,000.00	2,000.00
Grant Receipts	20,000.00	20,000.00	-
Total Revenues	\$ 461,182.00	\$ 687,801.47	\$ 226,619.47
Expenses:			
Personnel	\$ 107,236.00	\$ 99,260.51	\$ 7,975.49
Supplies & Material	1,680.00	755.32	924.68
Maintenance & Repairs	6,440.00	84,724.00	(78,284.00)
Occupancy	11,758.00	9,977.99	1,780.01
Contractual Services	184,853.00	95,647.48	89,205.52
Marketing & Advertising	60,583.00	16,682.63	43,900.37
Contingency	8,333.00	-	8,333.00
Capital Improvements	66,667.00	-	66,667.00
Land Grant/Rebate	-	1,114,612.96	(1,114,612.96)
Debt Service	23,373.25	23,373.25	-
Total Expenses	\$ 470,923.25	\$ 1,445,034.14	\$ (974,110.89)
Net Income (Loss)	\$ (9,741.25)	\$ (757,232.67)	\$ 1,200,730.36

NOTE: The land grant rebate amount includes both the MOCA ventures payment and the Technical Adhesives payments.

Bastrop Econovelopment Corporation
Sales Tax Revenue Summary
As January 31, 2025

	FY25 FORECASTED	FY25 ACTUAL	FY24 ACTUAL	Variance	%
October	\$ 80,254.00	\$ 106,646.24	\$ 356,212.70	\$ (249,566.46)	-70.06%
November	93,429.00	111,423.24	343,063.01	(231,639.77)	-67.52%
December	87,428.00	118,511.14	321,171.38	(202,660.24)	-63.10%
January	90,721.00	119,739.31	346,402.63	(226,663.32)	-65.43%
February	108,917.00		401,569.47	(401,569.47)	-100.00%
March	83,624.00		308,443.01	(308,443.01)	-100.00%
April	85,822.00		115,645.37	(115,645.37)	-100.00%
May	100,567.00		118,722.56	(118,722.56)	-100.00%
June	83,452.00		125,219.00	(125,219.00)	-100.00%
July	101,646.00		118,251.00	(118,251.00)	-100.00%
August	108,480.00		121,693.00	(121,693.00)	-100.00%
September	90,181.00				
Total	\$ 1,114,521.00	\$ 456,319.93	\$ 2,676,393.13	\$ (2,220,073.20)	-82.95%
Percentage of total Budget Collected		41%			

NOTE: The sales tax allocation was decreased by 3/8 of 1 cent beginning April 2024. We anticipate sales tax receipts to be approximately 63-67% less than prior year based on this new allocation.

Bastrop Economic Development Corporation
Equity Statement
Year Ended September 30, 2025

Undesignated Fund Balance	\$ 9,621,201.01
Designated operating	150,000.00
Contributed capital	521,695.50
Restricted - Fiesta	116,967.00
Restricted - AEI Tech	9,333.00
Restricted - Moca Ventures	333,147.00
Restricted - TA Bastrop	300,000.00
Fund Balance, beginning of year	\$ 11,052,343.51
Technical Adhesives payment	\$ (300,000.00)
MOCA payment	\$ (814,612.96)
Budgeted Net Income (Loss)	<u>\$ (934,343.81)</u>
Fund Balance, end of year	\$ 9,003,386.74

The following shows the calculations for the estimated refund and the final refund to MOCA Ventures. The estimated refund equals the amount that was restricted in beginning fund balance.

Bastrop Economic Development Corporation MOCA VENTURES REFUND DETAIL			
ESTIMATED REFUND		FINAL REFUND	
Total Sales Price	\$ 900,000.00	Total Sales Prices	\$ 900,000.00
Less:		Less:	
Closing costs (from settlement stmt)	(63,353.00)	Closing costs (from settlement stmt)	(63,353.00)
Legal fees (per contract)	(3,500.00)	Legal fees (per contract)	(3,500.00)
MOCA portion of street	<u>(500,000.00)</u>	Ad Valorem Taxes (pro rated)	<u>(18,534.04)</u>
Estimated Refund	<u>\$ 333,147.00</u>	Total Actual Refund	<u>\$ 814,612.96</u>

**Bastrop Economic Development Corporation
Capital Outlay
As of January 31, 2025**

Capital Outlay

Projects	Project Budget	Expended	Balance
Business Park Improvements/Financial Way (Completed)	1,400,000	(1,346,302)	53,698
Acutronic Site Ready	1,230,088	-	1,230,088
Sports Complex Project	60,000	(30,000)	30,000
TOTAL	2,690,088	(1,376,302)	1,313,786

City Project Drawdown

	Allocated	Spent	Remaining	Transferred
Blakey	1,000,000.00	228,275.00	771,725.00	228,275.00
Downtown Lighting	141,500.00	78,390.00	63,110.00	78,390.00
Agnes Street	123,000.00	123,000.00	-	123,000.00
Intersection Improvements	22,500.00	22,500.00	-	22,500.00
				<hr/>
				452,165.00



STAFF REPORT

MEETING DATE: February 24, 2025

TITLE:

Consider and act on Resolution R-2025-0004 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Community Action Inc. of Central Texas.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Executive Director and City Manager

BACKGROUND/HISTORY:

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

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

FISCAL IMPACT:

\$25,000 included in the FY2025 budget

RECOMMENDATION:

Approve Resolution R-2025-0004.

ATTACHMENT:

- 1) Draft Resolution R-2025-0004
- 2) Draft Professional Services Agreement between the BEDC and Community Action Inc. of Central Texas

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

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

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

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

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

WHEREAS, the BEDC hereby finds and determines that Community Action Inc. of Central Texas is not a business entity as that term is used in the Act; and

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

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

WHEREAS, the amount to be awarded by the BEDC is not to exceed \$25,000.00 and is to be used by Community Action Inc. of Central Texas for monthly operational costs to provide workforce training and development services; and,

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

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

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

SECTION 2. The Board approves an expenditure in an amount not to exceed \$25,000.00 to Community Action Inc. of Central Texas.

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

SECTION 4. This Resolution is effective upon passage.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Ron Spencer, Board Chair

ATTEST:

Frank Urbanek, Board Secretary

APPROVED AS TO FORM:

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

CITY OF BASTROP

ECONOMIC DEVELOPMENT CORPORATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS

BASTROP COUNTY

This Professional Services Agreement ("Agreement") is made and entered by and between the City of Bastrop Economic Development Corporation, (the "BEDC") a Texas non-profit industrial development corporation, and Community Action Inc. of Central Texas ("Professional").

Section 1. Duration.

This Agreement shall become effective upon execution by the BEDC and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

- A. Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit "A". The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.
- B. The Quality of Services provided under this Agreement shall be performed with the Professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinal) professional skill and care of a competent Professional holding the same professional license.
- C. The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Professional may rely upon the accuracy of reports and surveys provided to it by the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

- A. The Professional shall be paid in the manner set forth in Exhibit "B" and as provided herein.
- B. *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 225 1, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the BEDC's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- C. *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be accounted for in Exhibit "B".

Section 4. Changes to the Project Work; Additional Work.

- A. Changes to Work: Professional shall make such revisions to any work that has been completed as are necessary' to correct any errors or omissions as may appear in such work. If the BEDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the BEDC and such services will be considered as additional work and paid for as specified under following paragraph.
- B. Additional Work: The BEDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the BEDC by supplemental agreement before the additional work is undertaken by the Professional, If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the BEDC of that opinion, in writing. If the BEDC agrees that such work does constitute additional work, then the BEDC and the Professional shall execute a supplemental agreement for the additional work and the BEDC shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work is critical to the BEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and maintain the liability insurance provided for in attached Exhibit "C" throughout the term of this Agreement and thereafter as required herein.

In addition to the insurance provided for in Exhibit "C", Professional shall maintain the following limits and types of insurance:

Workers' Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers' compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Inj111Y and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall

protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers' compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "D".

Section 7. Miscellaneous Provisions.

- A. Subletting. The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the BEDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the BEDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.
- B. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the BEDC but shall grant to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.
- C. Professional's Seal. To the extent that the Professional has a professional seal it shall placed on all documents and data furnished by the Professional to the BEDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the BEDC and Professional. The

BEDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

- D. **Compliance with Laws.** The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies 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, and licensing laws and regulations. When required, the Professional shall furnish the BEDC with satisfactory proof of compliance.
- E. **Independent Contractor.** Professional acknowledges that Professional is an independent contractor of the BEDC and is not an employee, agent, official or representative of the BEDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the BEDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.
- F. **Non-Collusion.** Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the BEDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the BEDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the BEDC and, at the sole option of the BEDC, the BEDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.
- G. **Force Majeure.** If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.
- H. In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8 Termination

A This Agreement may be terminated:

- (1) by the mutual agreement and consent of both Professional and BEDC;

- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the BEDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.

B If the BEDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the BEDC, the cost to the BEDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the BEDC of the work performed at time of termination. In the event of termination that is not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional shall indemnify, defend and hold harmless the City of Bastrop, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or subcontractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either BEDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Dispute Resolution. The parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.


EXECUTED on this the _____ Day of _____ 2025

Item 6.C

BEDC:
By:

PROFESSIONAL
By:

Name: Sylvia Carrillo
Title: Chief Executive Officer


Name: Douglas Mudd
Title: Executive Director

ADDRESSES FOR NOTICE:

BEDC:

PROFESSIONAL:

City of Bastrop
Attn: Sylvia Carrillo
Chief Executive Officer
301 Highway 71 West Suite
Bastrop TX 78602

Community Action Inc. of Central Texas
Attn: Douglas Mudd
Executive Director
PO Box 748
San Marcos TX 78640

Attn: Charles E. Zech
Bastrop Economic Development Corporation
2500 W. William Cannon
Suite #609
Austin TX 78745

Exhibit “A”

SCOPE OF WORK

Professional agrees to provide the following adult education and workforce training classes in the Bastrop area (Bastrop ISD Family Resource Center, Cedar Creek High School, Lost Pines Elementary, Red Rock Elementary, Elgin ACC Campus: Elgin Elementary, St. Peter’s Lutheran Church, Elgin Public Library, McDade High School, Smithville Public Library, First United Methodist Church, Pyrology, Texas Public Safety Training Academy, Workforce Solutions Rural Capital, and Bastrop Learning Center).

- High School Equivalency Preparation
- English as a Second Language
- Digital Literacy
- Citizenship Preparation
- Microsoft Office Certification Preparation
- QuickBooks Certification
- Bookkeeping Certification Preparation
- Emergency Medical Technician Certification Preparation
- Phlebotomy Certification
- Security Guard Certification
- Parent Educator Training (online)
- Interpreter Training (online)

Exhibit “B”
COMPENSATION

A payment by the BEDC in the amount of \$25,000 will be made in fiscal year October 1, 2024, through September 30, 2025

Exhibit "C"

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Professional shall comply with each and every condition contained therein. The Professional shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the BEDC. Any subcontractors hired by the Professional shall maintain insurance coverage equal to that required of the Professional. It is the responsibility of the Professional to assure compliance with this provision. The City of Bastrop Economic Development Corporation accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Professional shall specifically endorse applicable insurance policies as follows:

1. The City of Bastrop Economic Development Corporation shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Bastrop Economic Development Corporation shall be contained in the Workers' Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that the City of Bastrop Economic Development Corporation will receive at least 30 days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Bastrop Economic Development Corporation as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas insurance code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Bastrop Economic Development Corporation of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurance.
9. Professional may maintain reasonable and customary deductibles, subject to approval by the City of Bastrop Economic Development Corporation.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms file with an approved by the Texas Department of Insurance (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual liability must be maintained covering the Professionals obligations contained in the contract. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.

13. Upon request, Professional shall furnish the City of Bastrop Economic Development Corporation with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop Economic Development Corporation within 10 business days after contract award and prior to starting any work by the successful Professional's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the certificate of insurance is issued and sent to the City of Bastrop Economic Development Corporation, all required endorsements identify in sections A, B, C, and D, above shall be sent to the City of Bastrop Economic Development Corporation. The certificate of insurance and endorsement shall be sent to:

Bastrop Economic Development Corporation
Attention: Chief Executive Officer
301 Highway 71 West, Suite 214
Bastrop TX 78602

Exhibit “D”
EVIDENCE OF INSURANCE

Document attached



CERTIFICATE OF LIABILITY INSURANCE

DATE
10 Item 6.C

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BKCW Insurance, Risk Management & Benefits 2100 Trimmier Rd. Suite 100 Killeen TX 76541		CONTACT NAME: Jackson Owens PHONE (A/C, No, Ext): (254) 699-7100 FAX (A/C, No): (254) 699-6680 E-MAIL ADDRESS: j.owens@bkcw.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Allied Property & Casualty Ins NAIC # 42579	
		INSURER B: Texas Mutual Insurance Company NAIC # 22945	
		INSURER C: The Cincinnati Insurance Company NAIC # 10677	
		INSURER D: NAIC #	
		INSURER E: NAIC #	
		INSURER F: NAIC #	
INSURED Community Action Inc Of Central Texas PO Box 748 San Marcos TX 78667-0748			

COVERAGES CERTIFICATE NUMBER: CL24102341001 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ACPLGPO3049861703	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBAPC3049861703	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001109674	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors and Officers			EMN0408607	11/01/2024	11/01/2025	Limit of Liability \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement [CG8128 0118, AC7005 0316] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.


The General Liability, Auto Liability and Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement [CG8128 0118, AC7005 0316, WC420304B] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Auto Liability policy contains a special endorsement [CG8128 0118, AC7005 0316] with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER

Community Action, Inc of Central Texas PO Box 748 San Marcos TX 78667

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--

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ADDITIONAL REMARKS SCHEDULE

AGENCY BKCW Insurance, Risk Management & Benefits		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

LOCATIONS:

- 722 McKie St, San Marcos, TX, 78666-6836
- 1808 W San Antonio St, Lockhart, TX, 78644-2468
- 103 Hays St, Head Start, San Marcos, TX, 78666
- 101 Uhland Rd Ste 107, San Marcos, TX, 78666-6681
- 215 S Reimer Ste 140, San Marcos, TX 78666
- 204 S Main St, Elgin, TX, 78621-2942
- 810 Arizona St, San Marcos, TX, 78666-6175
- 4800 Jack N Hays Tr, 4800 Jack C. Hays Tr, Buda, TX, 78610
- 1301 N State Highway 123, San Marcos, TX, 78666-7843
- 3995 E Fm 150, Kyle, TX, 78640-6207
- 625 E Hopkins St, San Marcos, TX, 78666-6313
- 109 E Newton St, Luling, TX, 78648-1824
- 21393 Interstate 35, Kyle, TX, 78640-3800
- 501 Coke St, Burnet, TX, 78611-3833
- 605 E Unicersity Ave, Georgetown, TX, 78626
- 3996 E Fm 150, Kyle, TX, 78640-6518
- 83 Loop 150 W, Bastrop, TX, 78602-3930
- 793 Union Chapel Rd, Cedar Creek, TX, 78612-3223
- 2250 Clovis R Barker Rd, San Marcos, TX, 78666-4002
- 200 Jackson St, Bastrop, TX, 78602-4300
- 1404 Pine St, Bastrop, TX, 78602-3434
- 1506 S 135 S, Head Start, San Marcos, TX, 78666
- 500 Gattis School Rd, Success HS, Round Rock, TX, 78664-3300
- 550 Scott St, Kyle, TX, 78640-9421
- 102 E Haynie St, Llano, TX, 78643-2072
- 5700 Dacy Ln, Buda, TX, 78610-5904
- 102 W Newton St, Luling, TX, 78648-1827
- 310 Simpson St, Schulenburg, TX, 78956-2146
- 100 Ranger Dr, Schulenburg, TX, 78956-2247
- 215 S Reimer Ave Ste 130, San Marcos, TX, 78666-5490
- 600 W Park St, Cedar Park, TX, 78613-2925
- 151 Tiger Woods Dr, Bastrop, TX, 78602-6775
- 2401 Fm 20, Red Rock Elementary, Red Rock, TX, 78662-4574
- 1602 Hill St, Genesis High School, Bastrop, TX, 78602-2525
- 1011 S Bagdad Rd, Leander Public Library, Leander, TX, 78641-8890
- 560 N Monroe St, La Grange, TX, 78945-1944
- 415 E Davis St, Luling, TX, 78648-2316
- 1016 Broadway St, Marble Falls, TX, 78654-5502
- 100 Legend Hills Blvd, Llano, TX, 78643-1989
- 155 Hillcrest Ln, Liberty Hill, TX, 78642-4436
- 419 Bois Darc St, Lockhart, TX, 78644-2341
- 1096 E State Highway 71, Bastrop, TX, 78602-5076
- 1205 Davis Lane, San Marcos, TX, 78666
- 402 Technology Dr, Bastrop, TX 78602



AGENCY CUSTOMER ID: 00001435

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LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY BKCW Insurance, Risk Management & Benefits		NAMED INSURED Community Action Inc Of Central Texas	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability and Auto Liability policy contains a special endorsement [CG8128 0118, AC7005 0316] with "Primary and Noncontributory" wording.



ADDITIONAL REMARKS SCHEDULE

AGENCY BKCW Insurance, Risk Management & Benefits		NAMED INSURED Community Action Inc Of Central Texas	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Volunteer Accident
 Insurance Carrier: Philadelphia Indemnity Insurance Company
 NAIC: 18058
 Policy Number: PHPA144576
 Effective Dates: 11/01/2024-11/01/2025
 Coverages: \$25,000 Accidental Death / \$50,000 Accidental Dismemberment / \$100,000 Accident Medical Expense / \$500,000 Aggregate Limit

Crime
 Insurance Carrier: Nationwide Mutual Insurance Company
 Policy Number: ACPCRM3039861703
 NAIC: 23787
 Effective Dates: 11/01/2024-11/01/2025
 Coverages: \$500,000 Employee Dishonesty / \$5,000 Deductible

Professional Liability
 Insurance Carrier: Landmark American Insurance Company
 NAIC: 33138
 Effective Dates: 6/23/2024-6/23/2025
 Coverages: \$1,000,000 Each Claim / \$3,000,000 Aggregate Limit



STAFF REPORT

MEETING DATE: February 24, 2025

TITLE:

Consider and act on approval of an edited City Council Policy regarding the Bastrop Economic Development Corporation.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, Interim Executive Director and City Manager

BACKGROUND/HISTORY:

The City of Bastrop City Council approved Resolution No. R-2022-26 on February 8, 2022, enacting a policy regarding the Bastrop Economic Development Corporation.

At the BEDC Workshop on January 14, 2025, City Manager and Interim BEDC Director Sylvia Carrillo took the BEDC Board through a strategic planning exercise to update the policy, and set goals for fiscal year 2025.

The updated policy is attached.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve sending the updated policy to Bastrop City Council for approval.

ATTACHMENT:

1. Updated City of Bastrop Policy Regarding the Bastrop Economic Development Corporation

Exhibit “A”
City of Bastrop
Policy Regarding the
Bastrop Economic Development Corporation

WHEREAS, the City of Bastrop (City) is a municipal corporation that is a political subdivision of the State of Texas, and the Bastrop Economic Development Corporation (“BEDC”) is a nonprofit corporation created by the City; and

WHEREAS, economic development is the allocation of public resources in partnership with private parties in a cooperative effort to produce public benefits such as enhanced property values, increased sales taxes, improved job opportunities, and vital commercial and industrial services that complement the community; and

WHEREAS, the BEDC was created through municipal action and voter approval to utilize its full range of resources to assist and support the City in accomplishing the City’s economic development objectives; and

WHEREAS, the City Council appoints the BEDC Board of Directors to establish and oversee an economic development program that enhances the economy of Bastrop through a specific list of activities including recruiting and supporting business ventures in a manner that is consistent with the policies provided by City Council to ensure the City of Bastrop’s goals for economic development and overall vision for the community; and

WHEREAS, the City Council has statutory oversight and approval authority over BEDC’s budget and projects; and

WHEREAS, the City Council acknowledges the BEDC as an integral component of the City’s overall, diverse economic development efforts and recognizes the unique tools and incentives that the BEDC contributes to the process of recruiting, retaining, and assisting industrial and commercial ventures in the community; and

WHEREAS, the keys to successful economic development policy formation for the City and BEDC include consistency with established managed growth principles regarding public infrastructure, economic vitality, multi-modal connectivity, fiscal and environmental sustainability, and authentic Bastrop; and

WHEREAS, the keys to successful economic development policy formation for the City and BEDC also include alignment amongst the parties in terms of vision, personnel, measurements for success, implementation processes and systems, accountability; and

NOW, THEREFORE, SHALL IT BE RESOLVED as follows by the Bastrop City Council:

- 1. Purpose.** The purpose of this Policy is to support successful economic development efforts in Bastrop by aligning the BEDC Board of Directors with the City Council’s expectations through the creation of clear and concise policy direction. Through the enactment of this Policy the City Council seeks to clarify the respective roles of City officials and BEDC personnel in furtherance of a positive, productive relationship.

2. City of Bastrop Priorities. The Bastrop of 2030 is anticipated to have:

- (a) A growing economy attracting capital investment and creating new jobs which offer employment opportunities to residents of the city and surrounding area.
- (b) A fully built out and occupied Business and Industrial Park.
- (c) A comfortable and thriving historic downtown.
- (d) A thriving commercial corridor along all major highways and arterials.
- (e) Connected and diverse neighborhoods that include quality housing.
- (f) An engaging and thriving public school system made possible with partnerships with the City, BEDC, and the Bastrop Independent School District (BISD).
- (g) Successful partnerships with the Chamber of Commerce, Business Community, Bastrop County, and non-profit organizations.

3. BEDC 2025 Performance.

(a) Leadership Roles: The City will rely upon the BEDC to exhibit leadership in:

- 1) Business Recruitment focused on the sectors as recommended by the Board and approved by City Council.
- 2) Maximization of the Business and Industrial Park.
- 3) Business Retention and Expansion, with a special focus on small business.
- 4) Workforce Development in partnership with Career Tracks, BISD, and other local workforce entities.
- 5) Support and marketing of the Bastrop Business and Industrial Park.
- 6) Enhanced legal support to amend the BEDC contracts in the Industrial Park to protect BEDC assets.

(b) Funding Roles: The City will turn to BEDC to demonstrate priority in funding:

- 1) The Main Street Program in the funding amount as established by the annual budget process. Funding of the Program is in support of strengthening economic development in the District through increased visitation, increased consumer spending in the District, retention of current residents and attraction of new residents through adding to the quality of life, small business support and expansion, and the connection of people to economic opportunities. Funding amounts will be within the parameters established by Texas Local Government Code for Promotional Purposes.
- 2) Infrastructure that facilitates or enhances economic development.
- 3) Identified quality of life projects found in the City of Bastrop Capital Improvement Plan.

4. Strategic Planning. BEDC shall formulate for City review and approval a series of roadmaps that identify long-term and short-term goals. These plans shall establish Benchmarks by which proposed projects can be compared and evaluated. Components of BEDC's strategic planning process will include:

- (a) A multi-year strategic plan that is to be reviewed annually and updated every five to seven years.
 - (b) An annual strategic plan with measurable and actionable outcomes.
 - (c) A *proforma* for the Business and Industrial Park based on financial assumptions or projections for which decisions on which opportunities to pursue will be made.
 - (d) Business Incentive Program and underwriting strategy with approval process.
- 5. Metrics.** The BEDC shall evaluate projects to measure the consistent assessment of Return on Investment (ROI) received by the community as a result of the projects and from any incentives provided. The evaluation will consider the totality of public BEDC and City financial expense and investment in comparison to the benefits received from the project. The analysis will recognize the different certainty of commitments between projected and guaranteed benefits from a project (i.e., the timing of incentive payment versus received benefit, contractual obligations, and clawbacks). The BEDC shall establish a means of measuring the benefits (direct and indirect; tangible and intangible) of BEDC projects (quantitatively and qualitatively).
- 6. Coordination.** The BEDC Board will require the BEDC Staff to coordinate with the City through the City Manager's Office regarding:
- (a) Ensuring the inclusion of the City of Bastrop in all Non-Disclosure Agreements related to economic development prospects and projects the BEDC seeks to attract, expand, locate, or otherwise assist.
 - (b) Regular weekly staff meetings with the City Manager to:
 - (1) Share information and status updates on economic development prospects and projects the BEDC seeks to attract, expand, locate, or otherwise assist.
 - (2) Proactively discuss projects to identify any required governmental approvals, requirements, or restrictions including land use, utility, traffic, and other infrastructure requirements that would impact the prospect/project.
 - (3) Receive information on city projects and initiatives that impact economic development efforts.
 - (c) Any and all public relations efforts in the form of press releases to ensure accurate representation of City goals and priorities as well as to ensure leverage of messaging across City platforms.
 - (d) Require BEDC staff to participate in weekly development review meetings to ensure adequate assistance by the BEDC can be provided if necessary.
- 7. Accountability.** The BEDC shall routinely articulate specific goals, project assessments, and reporting as a means of determining the benefit to the community of the proposed incentives for a project. Individual project reports shall be compiled into an overall annual report that is presented to the City Council, in writing and as a presentation at monthly City Council meetings as part of the City's monthly financial update. The Board shall task the Executive Director with the development of an agenda format and cover letter for all incentive projects that the Board

considers. The agenda format will include the sign off from the city planning, engineering, public works, and City Manager to demonstrate that the project is without critical flaws that are not consistent with existing city development regulations and requirements. (i.e., zoning conformance, available utility capacity, etc.).

8. Administration.

- (a) **Systems and Processes.** BEDC will create standard applications, performance measures, and processes for the identification, review, underwriting, and report of incentive programs. This undertaking will include forms for underwriting worksheets and applications for incentives to be recommended by the Board and approved by City Council.
- (b) **Point of Contact.** BEDC Board of Directors, individually or acting through BEDC's Director, are to coordinate with the City through the Office of the City Manager.
- (c) **Budgeting.** BEDC will ensure its budget forecasting, creation, and adoption is coordinated with the City's Strategic Calendar.
- (d) **Joint Meetings.** BEDC will schedule with the City Manager periodic meetings to be held jointly with the City Council.
- (e) **Information Sharing.** BEDC shall provide standard procedures for the thorough and timely dissemination of data regarding BEDC projects to the City Manager for provision to the City Council.

9. Administrative Support Services. The City has significant capability, resources, and capacity for which the BEDC and their efforts may materially benefit. To this end, the City will continue to provide, for a fee, administrative support services through an annual agreement with BEDC. The agreement will include all relevant activities including, but not limited to, the following elements: general administrative services, payroll, finance administration, information technology, human resource services, capital project management, contract administration of all Capital Projects approved by the BEDC, and any other ancillary services provided to all city departments.