

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
Monday, January 25, 2021 – 5:00 P.M.
Virtual Meeting will be Broadcast via Facebook from
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

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

1. CALL TO ORDER

The Bastrop EDC Board reserves the right to convene into Executive Session at any time during the meeting regarding any agenda item in compliance with the Texas Open Meetings Act, Chapter 551 Government Code.

2. PUBLIC COMMENT(S)

Due to the nature of this meeting and the need for social distancing, please email any public comments to the following email address prior to the beginning of the meeting at 5:00 p.m. January 25, 2021, with "Public Comments" in the subject line: angela@bastropedc.org.

3. REGULAR BUSINESS & PRESENTATIONS

- 3.1. Approval of meeting minutes from the Bastrop EDC Board Meeting of November 16, 2020. **(page 3)**
- 3.2. Acceptance of November and December 2020 financial reports provided by City of Bastrop's Chief Financial Officer and presented by CEO Cameron Cox. **(page 6)**
- 3.3. Update on 921 Main Street Project by Project Manager Jimmy Crouch. **(page 21)**
- 3.4. Consideration, discussion and possible action on Resolution R-2021-0001 of the Bastrop Economic Development Corporation approving the Tenth Amended Bylaws of the Bastrop Economic Development Corporation. **(page 22)**
- 3.5. Consideration, discussion and possible action on Resolution R-2021-0002 of the Bastrop Economic Development Corporation approving the Policies & Procedures of the Bastrop Economic Development Corporation. **(page 35)**
- 3.6. Consideration, discussion and possible action on Resolution R-2021-0003 of the Bastrop Economic Development Corporation approving the Seventh Amended Protective Covenants of the Bastrop Business and Industrial Park. **(page 55)**
- 3.7. Consideration, discussion and possible action on Resolution R-2021-0004 of the Bastrop Economic Development Corporation authorizing the Chief Executive Officer to renew its contract with The Retail Coach to attract new retail to Bastrop. **(page 75)**
- 3.8. Consideration, discussion and possible action on Resolution R-2021-0005 of the Bastrop Economic Development Corporation authorizing the Chief Executive Officer to enter into a contract for the sale of 7.234 acres to Bastrop County in the amount of \$147,947 for land owned by the BEDC outside of its immediate industrial park. **(pg 83)**

- 3.9. CEO update on BEDC Project Gummy Bears and the Bastrop Advancement Center. (page 87)

4. EXECUTIVE SESSION

- 4.1. The Bastrop EDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
- (1) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on 921 Main Street.
 - (2) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received property owned by BEDC, more particularly described as the 7.23 acres with legal description of A2 AUSTIN, STEPHEN F., ACRES 7.2340.
 - (3) **Section 551.074** Personnel Matters – CEO status and contract.
- 4.2. The Bastrop EDC Board of Directors will reconvene into open session to discuss, consider and/or take any action necessary related to the executive sessions noted herein.

5. ADJOURNMENT

CERTIFICATE

I, Angela Ryan, Operations Manager of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC's website on this the 22nd of January 2021 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

Angela Ryan

Angela Ryan, BEDC Operations Manager

THE BASTROP ECONOMIC DEVELOPMENT CORPORATION IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. REASONABLE MODIFICATIONS AND EQUAL ACCESS WILL BE PROVIDED UPON REQUEST. PLEASE CALL 512-303-9700.



Agenda Item: 3.1

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

Agenda Item: Approval of meeting minutes from the Bastrop EDC Board Meeting of November 16, 2020.

Prepared by: Kathy Merrifield, Office Manager

The draft minutes from the November 16, 2020 BEDC Board Meeting are attached.

Attachment:

Draft minutes from the Regular Board Meeting of November 16, 2020

Recommendation – Approve meeting minutes as submitted.

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



BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)
BOARD OF DIRECTORS
Minutes of Monthly Meeting, November 16, 2020
Virtual Meeting Broadcast via Facebook from
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas

The Bastrop Economic Development Corporation (BEDC) met virtually and in person on Monday, November 16, 2020, at 3:00 p.m. for a Monthly Meeting, which was broadcast from Bastrop City Hall, 1311 Chestnut Street. Board members present virtually: Kathryn Nash, Ron Spencer, and Charles Washington. Board members present in person: Sam Kier, Connie Schroeder, Bill Gossett, and Kevin Plunkett. Staff member present in person: Cameron Cox. Staff members present virtually: Angela Ryan, Jean Riemenschneider, and Kathy Merrifield. BEDC Attorney Robyn Katz was present virtually.

1. CALL TO ORDER – Board Chair Kathryn Nash called the Board Meeting to order at 3:00 p.m.

2. PUBLIC COMMENT(S) – There were no public comments.

3. REGULAR BUSINESS & PRESENTATIONS

- 3.1. Approval of meeting minutes from the BEDC Board Meeting of October 19, 2020. Mr. Spencer made the motion to approve the minutes as submitted, Mr. Washington seconded, and the motion passed.
- 3.2. Acceptance of October 2020 financial report provided by City of Bastrop's Chief Financial Officer and presented by CEO Cameron Cox. Mr. Spencer made the motion to accept the October financials as submitted, Mr. Kier seconded, and the motion passed.
- 3.3. Update on 921 Main Street Project by Project Manager Jimmy Crouch. No action was necessary.
- 3.4. Consideration, discussion and possible action on Resolution R-2020-0025 of the Bastrop Economic Development Corporation approving the Tenth Amended Bylaws of the Bastrop Economic Development Corporation. This item was postponed.
- 3.5. Consideration, discussion and possible action on Resolution R-2020-0026 of the Bastrop Economic Development Corporation approving the Policies & Procedures of the Bastrop Economic Development Corporation. This item was postponed.
- 3.6. Consideration, discussion and possible action on Resolution R-2020-0027 of the Bastrop Economic Development Corporation approving the Seventh Amended Protective Covenants of the Bastrop Business and Industrial Park. This item was postponed.
- 3.7. Consideration, discussion and possible action on Resolution R-2020-0028 of the Bastrop Economic Development Corporation authorizing execution of an agreement with the City of Bastrop providing a partial reimbursement to the BEDC for COVID-19 Relief Grants. Mr. Spencer made the motion to approve Resolution R-2020-0028, Mr. Washington seconded, and the motion passed.
- 3.8. Consideration, discussion and possible action on Resolution R-2020-0029 of the Bastrop Economic Development Corporation approving the distribution of a continuation of third round of funds to City of Bastrop businesses to assist with the retention of employees, training of employees and the expansion of their business enterprise back to the levels sustained prior to the COVID-19 Pandemic and National Disaster, in an amount not to exceed \$10,000 per project and per business. Mr. Spencer made the motion to approve Resolution R-2020-0029, Mr. Washington seconded, and the motion passed.

- 3.9. Consideration, discussion and possible action on Resolution R-2020-0030 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Corix Utilities to conduct a sewer and wastewater study for the City of Bastrop's extraterritorial jurisdiction (ETJ). Mr. Spencer made the motion to approve Resolution R-2020-0030, Mr. Washington seconded, and the motion passed.
- 3.10. Consideration, discussion and possible action on Resolution R-2020-0031 of the Bastrop Economic Development Corporation approving Project Blender in an amount not to exceed \$10,000. This item was postponed.
- 3.11. Consideration, discussion and possible action on Resolution R-2020-0032 of the Bastrop Economic Development Corporation approving an amended lease agreement with The Art Institutes for 921 Main Street. Mr. Spencer made the motion to approve Resolution R-2020-0032 with the agreement that the BEDC treasurer have financial oversight, Mr. Washington seconded, and the motion passed.
- 3.12. Consideration, discussion and possible action on Resolution R-2020-0033 of the Bastrop Economic Development Corporation approving a Professional Services Agreement with Community Action Inc. of Central Texas, in an amount not to exceed \$15,000, to provide career advancement training and certification training programs (IET Programs), which includes certifications in nursing, emergency medical training (EMT), bookkeeping and Microsoft applications. Mr. Spencer made the motion to approve Resolution R-2020-0033, Mr. Washington seconded, and the motion passed.

4. EXECUTIVE SESSION

- 4.1. At 3:24 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) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on Projects – Blender; Westworld; Bowtie; Gravity; Acorn; Tesla Study; and Fiesta.
 - (2) **Section 551.071** Consultation with Attorney and **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property regarding the Art Institutes lease amendment; "Bastrop" sign agreement; and, CARES Act Funding grants and agreements.
 - (3) **Section 551.074** Personnel Matters – Annual Review and Evaluation of CEO.
- 4.2. At 6:14 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. There was no action taken on Items (1) and (2). For Item (3) Mr. Spencer made the motion to amend the CEO's contract in terms of compensation, Mr. Washington seconded, and the motion passed.

5. ADJOURNMENT – Board Chair Kathryn Nash adjourned the meeting at 6:20 p.m.

APPROVED: _____
Kathryn Nash, Board Chair

ATTEST: _____
Kathy Merrifield, Office Manager



Agenda Item: 3.2

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

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

Prepared by: Tracy Waldron, City of Bastrop CFO

Attached for the Board's review and consideration are the BEDC financial summary reports for the periods ending November 2020 and December 2020.

Attachments:

November and December 2020 Financial Reports

Recommendation – Accept the financial summary reports as submitted.

[RECOMMENDED MOTION] – I move to accept the November and December 2020 BEDC financial summary reports as submitted.



Bastrop Economic Development Corporation

Financial Summary
For Period Ending
November 2020

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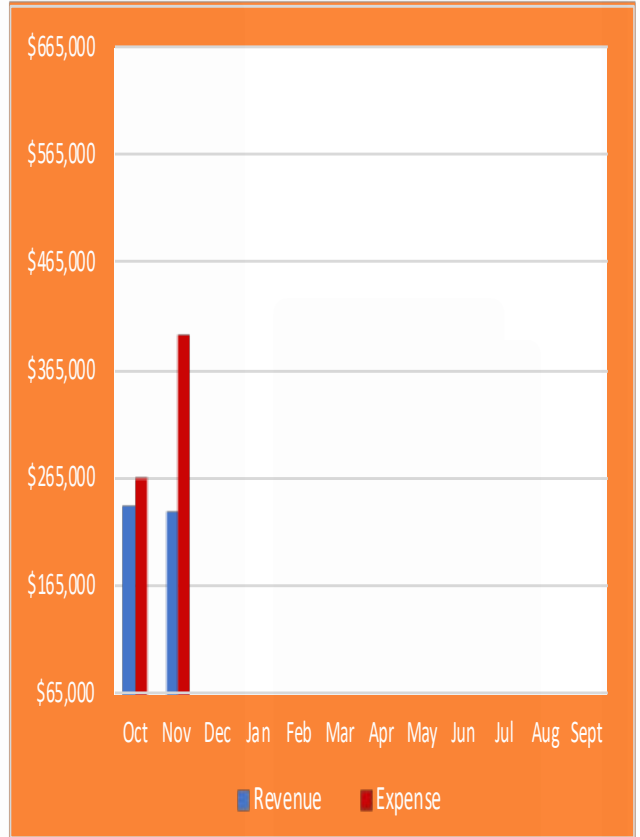
Summary of Revenues and Expenditures

As of November 30, 2020

OVERALL FUND PERFORMANCE

REVENUES VS EXPENSES

<u>Month</u>	<u>FY2021 Revenue</u>	<u>FY2021 Expense</u>	<u>Monthly Variance</u>
Oct	\$ 235,414	\$ 264,145	\$ (28,731)
Nov	229,727	396,078	\$ (166,351)
Dec			\$ -
Jan			\$ -
Feb			\$ -
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 465,141	\$ 660,223	\$ (195,082)



Positive

October was adjusted by the last draw from the Roscoe Bank loan for 921 Main St. project of \$120,000 which was reclassified to the loan liability account.



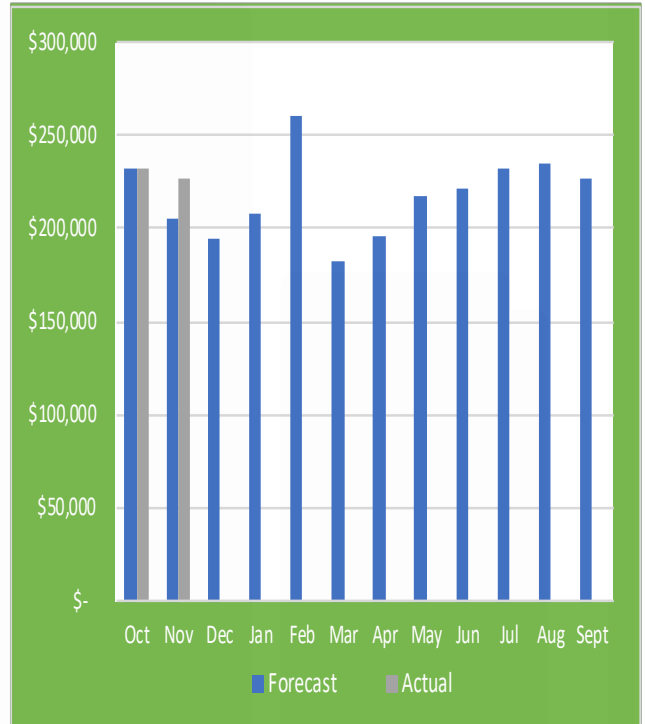
Summary of Sales Tax Revenue

As of November 30, 2020

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 232,480	\$ 232,437	\$ (43)
Nov	205,073	227,506	\$ 22,433
Dec	193,970		
Jan	208,509		
Feb	260,635		
Mar	182,444		
Apr	195,478		
May	217,404		
Jun	221,541		
Jul	232,748		
Aug	234,572		
Sept	226,346		
Total	\$ 2,611,200	\$ 459,943	\$ 22,390
Forecast YTD	\$ 437,553		
Actual to Forecast	\$ 22,390	5.1%	



Positive

Sales Tax revenue is 89% of total revenue (excluding grant proceeds). The amount in Oct. and Nov. are estimated due to the timing of receiving the payments. The State Comptroller has a two month lag between month earned and month distributed. The Actual to forecast year to date is a positive 5%. This budget was conservative due to the volatility of this revenue source.



Expenditures Budget to Actual Comparison

As of November 30, 2020

OPERATING EXPENDITURES COMPARISON

<u>Category</u>	FY2021 <u>Forecast</u>	FY2021 <u>Actual</u>	Monthly <u>Variance</u>
Personnel	\$ 68,046	\$ 56,379	\$ 11,667
Supplies & Material	1,593	151	\$ 1,442
Maintenance & Repairs	2,740	900	\$ 1,840
Occupancy	12,200	11,674	\$ 526
Contractual Service	54,249	38,529	\$ 15,720
Marketing/Advertising	264,927	223,387	\$ 41,540
Contingency	-	-	\$ -
Debt Service	<u>10,193</u>	<u>10,193</u>	<u>\$ -</u>
Total	\$ 413,948	\$ 341,213	\$ 72,735
Forecast to Actual %	17.57%		

Positive

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



Expenditures Budget to Actual Comparison As of November 30, 2020

CAPITAL OUTLAY PROJECTS

<u>Project</u>	<u>FY2021 Budget</u>	<u>FY2021 Actual</u>	<u>Budget Balance</u>
Trail System Downtown loop (only engineering and permitting expenses so far)	\$ 43,000	\$ -	\$ 43,000
Bus. Ind. Park-Tech/MLK Infra* (only engineering expenses so far)	1,451,055	-	\$ 1,451,055
921 Main St. Project Engineering & Constr	-	319,011	\$ (319,011)
Real Property This was for the grant proj that was replaced by the Gummy bear project	1,300,000	-	\$ 1,300,000
Total	\$ 2,794,055	\$ 319,011	\$ 2,475,044

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



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

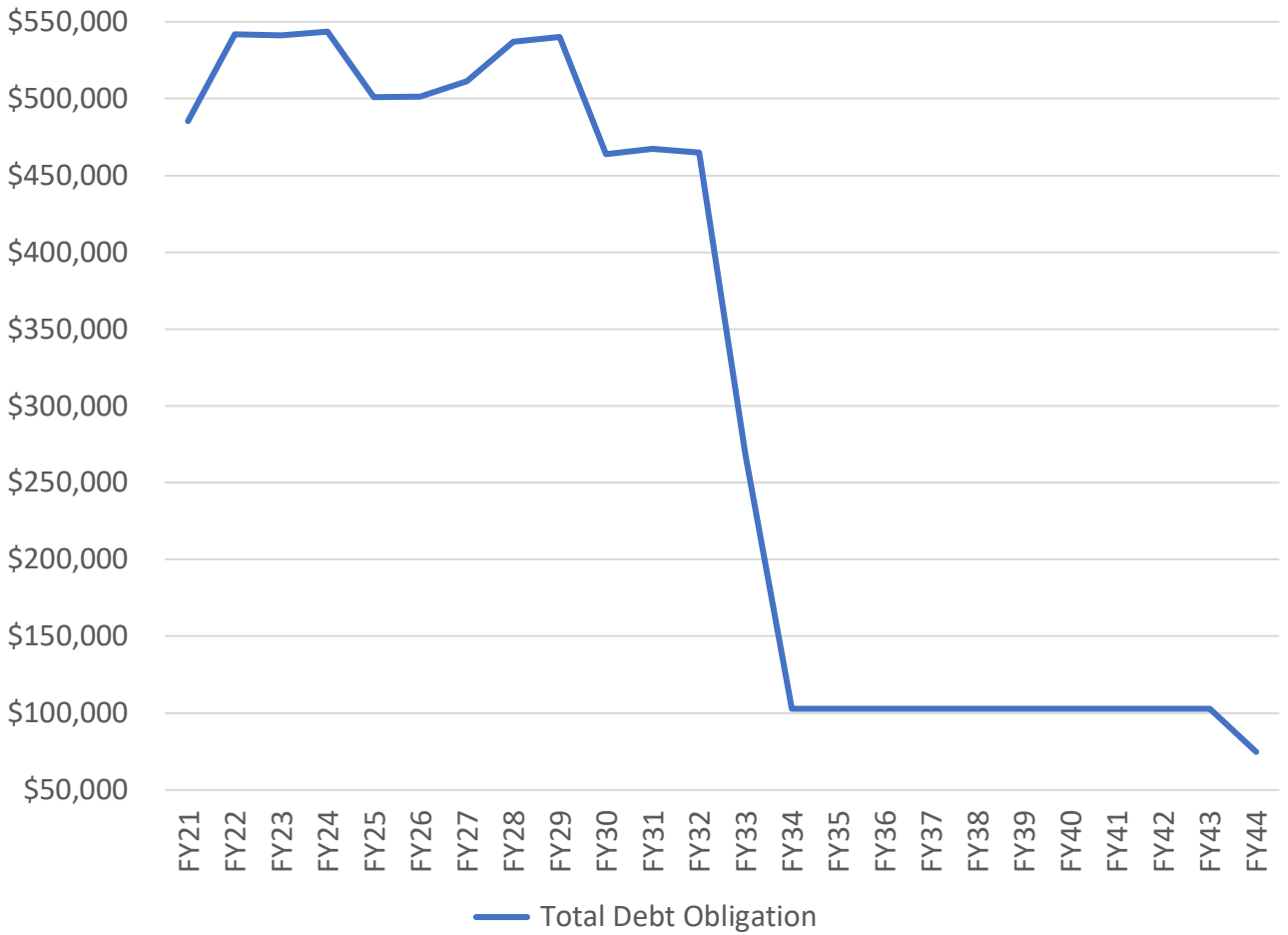
Working Capital 9-30-2020 (unaudited)*	\$	4,243,536
 FY 2020-2021		
Budgeted		
Revenues	\$	<u>3,953,570</u>
Total FY 2021 Resources	\$	8,197,106
 Budgeted Expenditures:		
Operating Expenses	\$	(2,199,084)
Capital Expenses	\$	(2,475,000)
Debt Service	\$	<u>(447,012)</u>
	\$	(5,243,899)
 Projected Working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

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



Debt Obligation As of 10/01/2020

Total Debt Obligation



Bastrop Economic Development Corporation

Financial Summary
For Period Ending
December 2020

bastrop
EDC



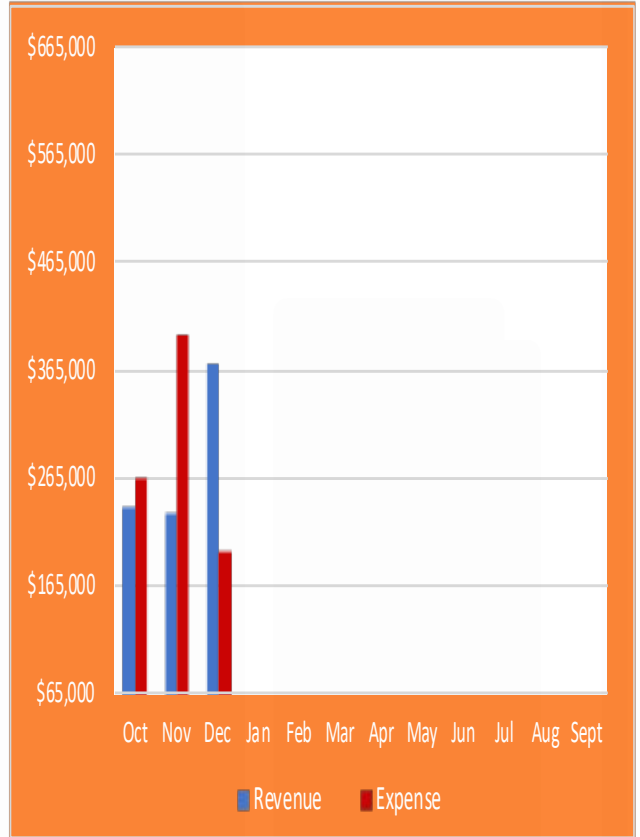


Summary of Revenues and Expenditures As of December 31, 2020

OVERALL FUND PERFORMANCE

REVENUES VS EXPENSES

Month	FY2021 Revenue	FY2021 Expense	Monthly Variance
Oct	\$ 235,414	\$ 264,145	\$ (28,731)
Nov	229,727	396,078	\$ (166,351)
Dec	367,034	195,297	\$ 171,737
Jan			\$ -
Feb			\$ -
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 832,175	\$ 855,520	\$ (23,345)



Positive

October was adjusted by the last draw from the Roscoe Bank loan for 921 Main St. project of \$120,000 which was reclassified to the loan liability account.



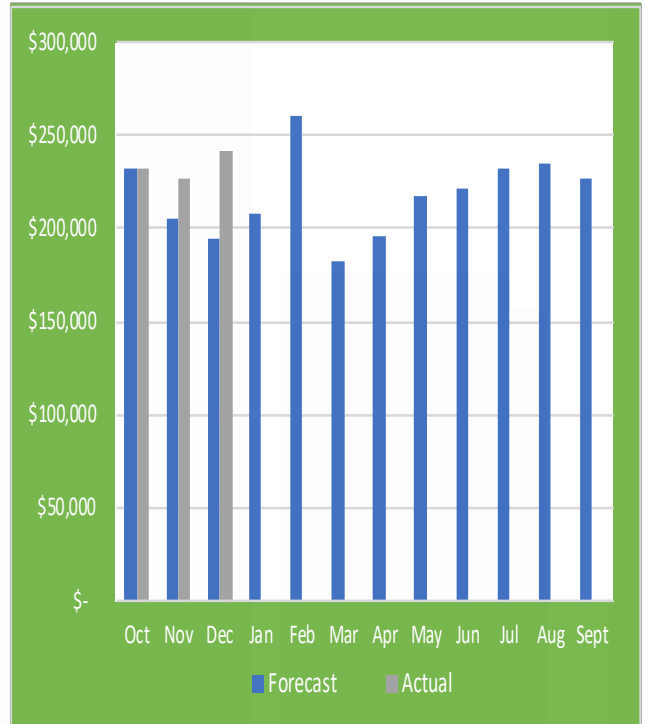
Summary of Sales Tax Revenue

As of December 31, 2020

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 232,480	\$ 232,437	\$ (43)
Nov	205,073	227,506	\$ 22,433
Dec	193,970	242,312	\$ 48,342
Jan	208,509		
Feb	260,635		
Mar	182,444		
Apr	195,478		
May	217,404		
Jun	221,541		
Jul	232,748		
Aug	234,572		
Sept	226,346		
Total	\$ 2,611,200	\$ 702,255	\$ 70,732
Forecast YTD	\$ 631,523		
Actual to Forecast	\$ 70,732	11.2%	



Positive

Sales Tax revenue is 89% of total revenue (excluding grant proceeds). The amount in Oct. and Nov. are estimated due to the timing of receiving the payments. The State Comptroller has a two month lag between month earned and month distributed. The Actual to forecast year to date is a positive 11%. This budget was conservative due to the volatility of this revenue source.



Expenditures Budget to Actual Comparison As of December 31, 2020

OPERATING EXPENDITURES COMPARISON

<u>Category</u>	FY2021 <u>Forecast</u>	FY2021 <u>Actual</u>	Monthly <u>Variance</u>
Personnel	\$ 101,542	\$ 105,143	\$ (3,601)
Supplies & Material	2,670	151	\$ 2,519
Maintenance & Repairs	4,120	1,150	\$ 2,970
Occupancy	16,600	15,706	\$ 894
Contractual Service	81,223	55,101	\$ 26,122
Marketing/Advertising	410,140	308,227	\$ 101,913
Contingency	-	-	\$ -
Debt Service	<u>21,908</u>	<u>22,490</u>	<u>\$ (582)</u>
Total	\$ 638,203	\$ 507,968	\$ 130,235
Forecast to Actual %	20.41%		

Positive

The forecast to actual comparison is a positive 20% year-to-date.



Expenditures Budget to Actual Comparison As of December 31, 2020

CAPITAL OUTLAY PROJECTS

<u>Project</u>	<u>FY2021 Budget</u>	<u>FY2021 Actual</u>	<u>Budget Balance</u>
Trail System Downtown loop (only engineering and permitting expenses so far)	\$ 43,000	\$ -	\$ 43,000
Bus. Ind. Park-Tech/MLK Infra* (only engineering expenses so far)	1,451,055	-	\$ 1,451,055
921 Main St. Project Engineering & Constr	-	347,552	\$ (347,552)
Real Property This was for the grant proj that was replaced by the Gummy bear project	1,300,000	-	\$ 1,300,000
Total	\$ 2,794,055	\$ 347,552	\$ 2,446,503

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



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

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

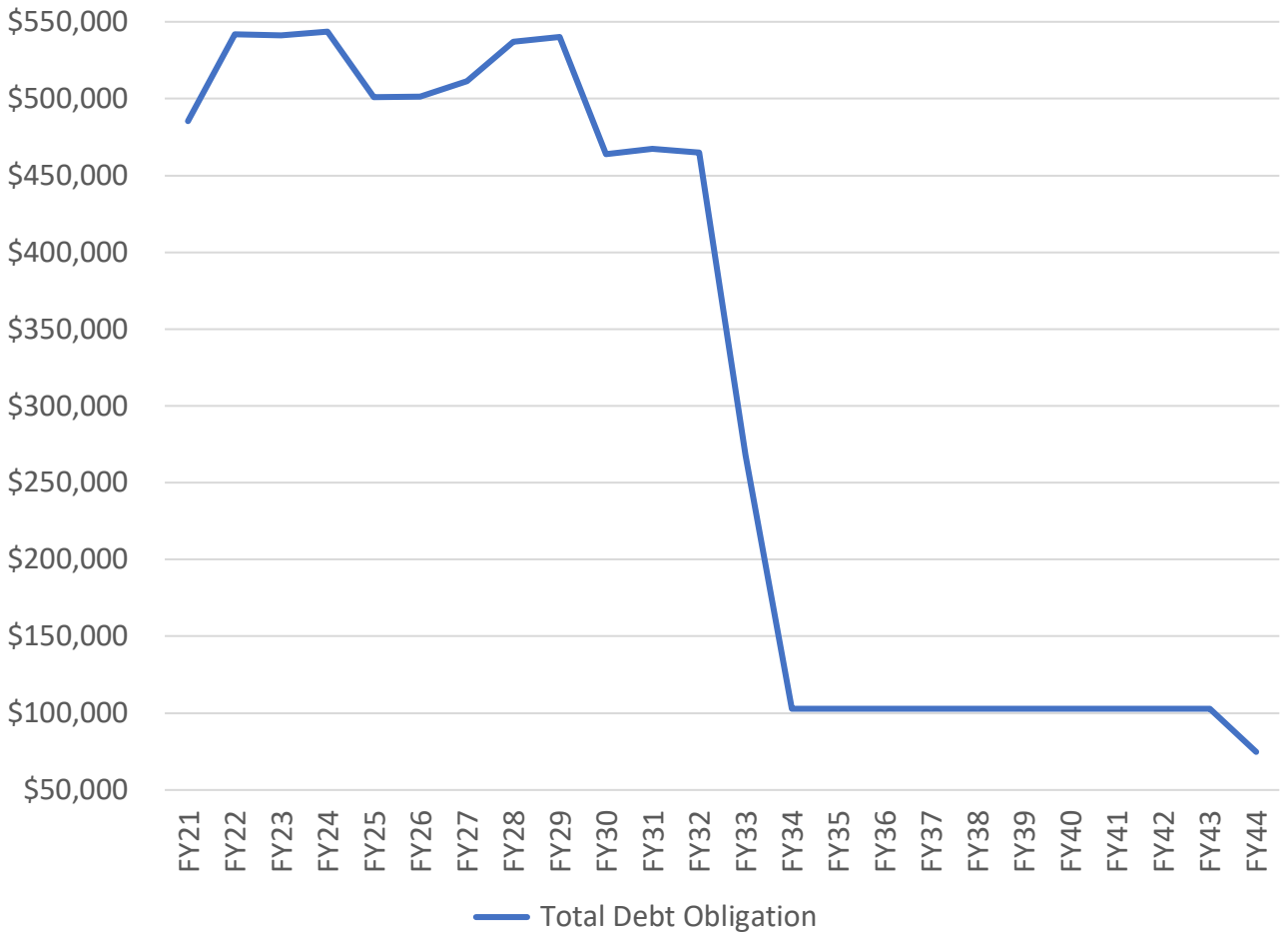
**This balance is preliminary. FY2020 is not closed and there will be closing entries that may effect this balance.*



Debt Obligation

As of 10/01/2020

Total Debt Obligation





Agenda Item: 3.3

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

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

Prepared by: BEDC Staff

The building is complete!

We achieved our city inspections and certificate of substantial completion December 3rd. The warranty period also begins on December 3rd for the one, two and ten-year warranties for construction workmanship, equipment, fixtures, roof and foundation, etc.

Ai amended its lease and began as an official tenant on January 4, 2021. Between December 3rd and January 4th, we were busy conducting various inspections for the elevator and ADA compliancy, as well as our final punch lists walk throughs (one with architect and one with Ai). The weeks of December 14th and 21st we managed the final punch list items being finished by Sabre all the way up to December 23rd.

Ai is currently setting up their classrooms and furniture. We would like to have a grand opening and ribbon cutting celebration in conjunction with the Lost Pines location in spring 2021. Ai is still not sure when they will begin in-person classrooms at both locations, and would like to coordinate the celebration at both locations with being able to have classes at them.

We are finalizing the costs the week of January 25th and will have a final budget and accounting for the February 22, 2021 Board Meeting.

Recommendation – None.

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





Agenda Item: 3.4

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

Agenda Item: Consideration discussion and possible action on Resolution R-2021-0001 of the Bastrop Economic Development Corporation approving the Tenth Amended Bylaws of the Bastrop Economic Development Corporation.

Prepared by: BEDC Staff

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

Attachments:
Draft Resolution
Edited Bylaws

Recommendation – Approve Resolution R-2021-0001 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2021-0001 as submitted.



A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING OF THE TENTH AMENDMENT TO ITS BYLAWS; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the BEDC has existing Bylaws; and

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

WHEREAS, the BEDC is amending its Bylaws as provided for in the attached Exhibit “A” (the “Tenth Amended Bylaws”); and

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

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

WHEREAS, the Bastrop City Council is the BEDC’s governing body and shall approve the Tenth Amended Bylaws before they become effective; and

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

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

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

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

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

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this _____ day of _____ 2021 by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

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

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

**ARTICLE I
PURPOSE AND POWERS**

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

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

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Number and Terms of Office.

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

Section 2. Qualifications.

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

Section 3. Resignations.

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

Section 4. Meetings of Directors.

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

- (d) The Chair in consultation with the -Vice Chair and CEO may call a special meeting of the Board.
- (e) Directors shall be expected to regularly attend all Board meetings. Special consideration can be granted for absences for good cause. The Council shall be advised of and may remove any Director who is absent from three (3) consecutive regular or special meetings, or 66% of total meetings in a given fiscal year.
- (f) Any Director may request an item be placed on the agenda by delivering the same in writing to the CEO no later than ten (10) days prior to the date of the Board meeting.

Section 5. Open Meetings Act.

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

Section 6. Quorum.

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

Section 7. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as from time to time may be prescribed by the Board by resolution.
- (b) At all meetings of the Board, the Chair shall preside and, in the absence of the Chair, in the order of availability, the Vice Chair, the Treasurer and then the Secretary shall exercise the powers of the Chair.

Section 8. Committees of the Board.

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

Section 9. Compensation of Directors.

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

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

Section 10. Conflicts of Interest.

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

ARTICLE III OFFICERS

Section 1. Titles and Term of Office.

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

Section 2. Powers and Duties of the Chair.

The Chair of the Board shall:

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

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

Section 3. Vice Chair.

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

Section 4. Secretary.

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

Section 5. Treasurer.

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

Section 6. Assistant Secretaries and Assistant Treasurers.

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

Section 7. Chief Executive Officer.

- (a) The Board shall employ an Executive Director, who shall be the Chief Executive Officer (CEO) of the Corporation and who shall serve at the will and pleasure of the Board.
- (b) The CEO shall have responsibility for all day-to-day activities of the Corporation, including periodic updates to City Council, and shall be responsible for all applicable administrative requirements of its Articles of Incorporation, these Bylaws, and the Act, as amended.
- (c) The CEO may have a staff to assist in the carrying out of their responsibilities.

- (d) The Board shall develop a job description for the CEO position, a performance review schedule and criteria for review, and shall review the performance of the CEO based upon the schedule and criteria.
- (e) The CEO and staff shall be required to follow the Code of Ethics and all current Personnel Policies and Procedures of the Corporation.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Annual Corporate Budget.

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

Section 2. Contracts for Service.

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

Section 3. Books, Records, and Audits.

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

Section 4. Deposit and Investment of Corporate Funds.

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

Section 5. Expenditures of Corporate Money.

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

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

Section 6. Issuance of Obligations.

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

**ARTICLE V
MISCELLANEOUS PROVISIONS**

Section 1. Principal Office.

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

Section 2. Fiscal Year.

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

Section 3. Surety Bonds.

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

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

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

Section 5. Legal Construction.

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

Section 6. Severability.

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

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

**ARTICLE VI
EFFECTIVE DATE AND APPROVAL**

Section 1. Effective Date.

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

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

Section 2.

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

[SIGNATURE PAGE FOLLOWS]

Kathryn Nash, Chair
Bastrop Economic Development Corporation

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

Connie Schroeder, Mayor of Bastrop, Texas

Attest:

Ann Franklin, City Secretary



Agenda Item: 3.5

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

Agenda Item: Consideration discussion and possible action on Resolution R-2021-0002 of the Bastrop Economic Development Corporation approving the Policies & Procedures of the Bastrop Economic Development Corporation.

Prepared by: BEDC Staff

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

Attachments:

Draft Resolution

Edited Policies & Procedures

Recommendation – Approve Resolution R-2021-0002 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2021-0002 as submitted.



A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENTS TO ITS POLICIES & PROCEDURES; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the BEDC has existing Policies & Procedures approved and adopted on January 23, 2017; and

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

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

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

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

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

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

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

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this _____ day of _____ 2021 by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

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

II. Contracted Services

1. General Services & RFQs

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

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. Alcohol may be purchased in limited circumstances and shall be pre-approved in writing by the CEO, Chair or Treasurer in advance. Failure to obtain such pre-approval shall prohibit reimbursement. Representatives may not otherwise use BEDC funds for the purchase of alcohol for personal consumption.
 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.

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Chapter 5: Personnel

I. **BEDC Office Operating Hours**

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

II. **BEDC Office Holidays**

1. The following shall be the calendar of holidays for BEDC employees:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
2. BEDC employees may utilize up to two (2) floating holidays in lieu of the above holidays.

III. **BEDC Staff Reviews**

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

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.

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Agenda Item: 3.6

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

Agenda Item: Consideration discussion and possible action on Resolution R-2021-0003 of the Bastrop Economic Development Corporation approving the Seventh Amended Protective Covenants of the Bastrop Business and Industrial Park.

Prepared by: BEDC Staff

The edited Protective Covenants are attached for the Board's review. This version was emailed to the property owners in the Business and Industrial Park on November 4, 2020.

Attachments:

Draft Resolution

Edited Protective Covenants

Recommendation – Approve Resolution R-2021-0003 as submitted.

[RECOMMENDED MOTION] – I move to approve Resolution R-2021-0003 as submitted.



A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING SEVENTH AMENDMENT TO THE PROTECTIVE COVENANTS FOR THE BASTROP BUSINESS AND INDUSTRIAL PARK; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the BEDC has existing Sixth Amended Protective Covenants for the Industrial Park approved by the Corporation’s Board on January 12, 2015; and

WHEREAS, the BEDC is amending these Covenants with the Seventh Amended Protective Covenants attached as Exhibit “A” (the “Seventh Amended Covenants”); and

WHEREAS, all property owners in the Industrial Park were provided written notice of these Seventh Amended Covenants on November 4, 2020, via email; and

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

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

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

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

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

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

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this _____ day of _____ 2021 by the Board of Directors of the Bastrop Economic Development Corporation.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

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

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

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

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

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

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

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

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

5. On or about July 7, 2014, the Fifth Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded at Volume 2332, Pages 267-288, in the Official Records of Bastrop County, Texas (“Fifth Amendment”); and
6. On or about May 7, 2015, the Sixth Amendment to the Original Protective Covenants, Conditions and Restrictions was recorded in the Official Records of Bastrop County, Texas (“Sixth Amendment”); and

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

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

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

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

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

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

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

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

A. DEFINITIONS:

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

1. **BEDC and/or Bastrop Economic Development Corporation:** A 4B Economic Development Corporation operating under the laws of the State of Texas, statutorily enabled and operating pursuant to Chapters 501 and 505 of the Local Government Code, and the owner and developer of fifty-one percent (51%) or more of the Property in the Bastrop Business and Industrial Park, as of the date of this amended filing. The BEDC includes its Board of Directors, (also referred to herein as the "Board"), and any reference to "BEDC" or "Board" actions are those acts of the Corporation that are approved by the Board.
2. **Berm:** An earthen mound designed to provide visual interest, screen undesirable views, and/or decrease noise.
3. **Boundary Property Line:** The location on land where one property ends and another property begins that is usually defined by a survey, meets and bounds, deeds and conveyances or other legal division of land.
4. **Building:** Any structure intended for shelter, housing, or enclosure of persons, animals, or chattel. When separated by dividing walls without openings, each portion of such structure so separated shall be deemed a separate structure.
 - A. **Primary:** A building in which the primary activity associated with the lot is conducted.

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- B. Accessory: A building customarily incidental and subordinate to the primary building located on the same lot.
5. **Building Area:** That portion of a lot upon which buildings may be placed, excluding required yards and limited by the maximum building coverage as specified.
 6. **Building Coverage:** The percent of the lot area covered by the building exclusive of all overhanging roofs.
 7. **Building Line:** A line established generally parallel to the front street line. No building or structure may be permitted in the area between the building line and the street right-of-way line.
 8. **Caliper:** The diameter of a tree at four (4) feet in height (from natural or built up ground level).
 9. **Code of Ordinances:** The ordinances and related regulations that are adopted by and enforced by the City of Bastrop, Texas, and which are generally applicable to the Industrial Park.
 10. **Decibel:** A unit measurement of sound pressure.
 11. **Easement:** A right given by the owner of a parcel of land to another person, public agency, or private corporation for a specific and limited use of that property.
 12. **Face of the Building:** The general outer surface, not including cornices, bay window, or architectural projections.
 13. **Frequency:** The number of times per second a vibration or sound wave oscillates.
 14. **Frontage:** The measure of property on one side of a street, closest to the street right-of-way, and between the two side property lines associated with the same tract of land.
 15. **Ground Cover:** Plants, normally reaching an average maximum height of not more than 24 inches at maturity.
 16. **Height:**
 - A. **Building:** The vertical distance from grade or base flood elevation, whichever is higher, to the highest finished roof surface (in the case of flat roofs), or to a point at the average height of the highest roof having a pitch.

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- B. **Sign:** The vertical distance from the uppermost point of an outdoor advertising sign to the ground immediately below such point.
 - C. **Wall:** The vertical distance to the top measured from the foundation wall, or from a girder or other immediate support of such wall.
 - D. **Screen/Fence:** The vertical distance to the top measured from natural or built-up ground level immediately below the screen.
17. **Industrial Park:** The Bastrop Business and Industrial Park Subdivision in the City of Bastrop, Bastrop County, Texas.
18. **Landowner:** The legal and beneficial owner of all the land proposed to be included in a development or transaction, including the possessor of an option or contract to purchase, or other persons having an enforceable vested proprietary interest in such land.
19. **Landscaping:** Any combination of living plants (such as grass, ground cover, shrubs, vines, hedges or trees) and non-living landscape materials (such as rocks, pebbles, sand, mulch, walls, fences or decorative paving materials).
20. **Loading Space:** A space on the same lot as the main building specifically provided for the standing, loading, or unloading of trucks and having minimum dimensions of twelve (12) by sixty (60) feet.
21. **Lot:** A parcel of land occupied or intended for occupancy by a use permitted in these covenants, including one (1) primary building together with its accessory buildings, open spaces, and parking spaces required by these covenants, and having its principal frontage upon a street or upon an officially approved point of access.
- A. **Corner:** A lot abutting upon two (2) or more streets at their intersection.
 - B. **Depth:** The perpendicular distance between the front and the rear lot lines.
 - C. **Double-Frontage:** A lot having direct access to two parallel public streets. For purposes of this covenant, land abutting such streets shall be considered “front yards.”
 - D. **Line:** The boundary line of the property.
 - E. **Frontage:** The yard or yards nearest the streets.

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

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- Non-opaque fencing, if proposed. No chain metal fencing that utilizes ‘woven slats’ will be allowed in the Park. [Reference Section “H.”]
29. **Shrub:** A woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground.
30. **Site Plan:** A site plan is an architectural plan, landscape architecture document, and a detailed engineering drawing of proposed improvements to a given [lot](#); and, includes detailed drawings to show a building’s footprint, travel ways, parking, power and utility lines and easements, stormwater drainage plan, drainage facilities, sanitary sewer lines, water lines, trails, lighting plan and light details, and landscaping design and garden elements.
31. **Smoke:** The visible discharge of particulate matter from a chimney, vent, or combustion process.
32. **Sound Level Meter:** An instrument used to measure sound intensity.
33. **Structure:** Anything constructed or erected, the use of which requires a location on the ground or an attachment to something located on the ground.
34. **Setback:** A distance between the lot-line and the point where a building may be constructed.
35. **Toxic and Noxious Matter:** Any solid, liquid, or gaseous matter which is present in sufficient quantities to endanger the health, safety, and comfort of persons in the vicinity or which may cause injury or damage to property as defined by the United States Environmental Protection Agency (EPA).
36. **Variance:** A request by a current or future owner, grantee, occupant or lessee in the Industrial Park that the Board approves a variation from the strict application of the standards and restrictions set forth herein. The BEDC shall hear and decide, as the final decision maker, all such requests, upon a completed application for same, provided to the Board along with documentation and evidence supporting the application for such variance.
37. **Vibration:** A temporal and spatial oscillation of displacement, velocity, or acceleration in a solid material.
38. **Yard:**
- A. **Front:** An unoccupied open space on the same lot with a building, between the wall of the building nearest the street on which the lot fronts, and bounded by the line of that wall as if extended, the side lines of the lot and

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the front street line of the lot. The front yard of a corner lot consisting of one platted lot is the yard adjacent to that street on which the lot has its least dimension.

- B. Rear: An unoccupied open space on the same lot with a building, between the rear-line as if extended, the side lines of the lot and rear line of the lot.
- C. Side: An unoccupied open space on the same lot with a building, situated between the building and the side-line of the lot and extended through from the front yard to the rear yard. Any line not a rear-line or a front-line is deemed to be a side-yard line.

B. USES PERMITTED:

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

C. BUILDING DESIGN AND MATERIALS:

1. General: The objective of these restrictions and covenants is to obtain quality and consistency in architectural design and a high quality of improvements in the Industrial Park, which is intended to protect and enhance values of businesses in the Industrial Park. In order to achieve this, and allow variety and the use of new materials (as they may develop), all architectural designs, whether for primary or accessory structures, are strictly subject to review and approval of the BEDC Board of Directors.
2. The Industrial Park is composed of two (2) development areas, as shown on the attached map (see Exhibit "B"). The two Areas are identified as follows:
 - a. **Area A:** The following **Design and Material Standards** shall apply to the tracts that are located in Area A:
 - The height of buildings or structures may not exceed City Code for areas Employment Centers.
 - All primary or accessory structures should be constructed in Masonry.
 - The BEDC will have the right to make or grant variances and give written approval of all materials to be used in constructing a building

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in Area A. Approval by the BEDC of any proposed alternative materials shall be deemed to be in compliance with these Protective Covenants.

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

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

D. CONSTRUCTION:

Construction of each Project (construction) will commence within twelve (12) months of the purchase or lease of the property by a business or industry locating in the Park. Construction will be considered to be underway upon approval of an acceptable set of building plans by BEDC and the Planning Department of the City of Bastrop, and all applicable building construction permits applied for from the City have been issued. Construction shall be completed no later than eighteen (18) months after such work is commenced, unless otherwise formally approved and varied by the BEDC, in writing.

E. BUILDING SETBACKS, LOT COVERAGE AND SITE PLANS:

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

F. PARKING:

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

G. LANDSCAPING:

All open, unpaved areas, including but not limited to fronts, sides of buildings, and all setback areas, shall, upon development, be planted and landscaped according to a plan submitted for approval by the property Owner to the BEDC with a site plan in Section E

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above. Approval of any such plan will be based on its harmony and consistency with the general character and aesthetic quality of the Industrial Park, as a whole. If tracts of land are being held for future development, within sixty (60) days of purchasing/closing such tracts, the new Owner(s) shall install and maintain ground cover on the tract. It is the Owner's responsibility to properly maintain tracts owned by them, at all times. Complete Landscaping, in compliance with these Protective Covenants and the City Code, by Owner, is required at the time of development of the property.

H. SCREENING/FENCING:

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

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

All screening and fencing in the Industrial Park are required to be at a minimum height (above ground level) of eight (8) feet, unless this height is varied by formal action of the Board. Different types of screening and/or fencing (i.e., Opaque or Non-opaque) is required, depending on what is being shielded or stored, and whether a direct view from adjacent buildings, streets, or public space is advisable for security purposes, as follows: (1) If, for security purposes, the purchaser, grantee, owner or lessee of a tract desires not to use Opaque screening or fencing, then equipment and vehicles that are present on the property may be fenced or screened by the use of Non-opaque materials, approved in writing, by the Board; however, all equipment, vehicles, materials and property visible through the fence/screen must be continuously maintained in a manner that is clean, organized and aesthetically acceptable to those who view the property through the fences/screen; or (2) Water towers, storage tanks, equipment, exhaust fans, skylights, cooling towers, vents, pallet storage, refuse collection receptacles or compacting equipment, transformers, and all other structures or equipment related to a building on the property shall be architecturally compatible with the building or shall be effectively shielded from public view and view of adjacent properties by the use of Opaque screening or fencing materials, and the design, location and screening for same shall be approved, in writing, by the Board before construction or erection of such structures or placement of such equipment; and (3) All scrap materials, waste, trash, junk, storage of items, inventory, parts, and pallets, etc., must be completely screened from view of the public and adjacent properties by use of Opaque screening, fencing or design elements and materials.

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

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I. DRIVEWAYS:

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

J. OUTSIDE STORAGE OR OPERATIONS:

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

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

K. LOADING DOCKS:

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

L. SIGNS:

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

M. EXTERIOR ILLUMINATION:

Illumination will be required on all parking areas and walkways between buildings and parking areas unless otherwise waived or modified by BEDC. No wooden poles may be used in connection with exterior illumination. Additionally, all buildings shall have exterior illumination facilities for their front entrance. Upon completion of any building, any such illumination facilities required by these covenants which are located on the property on which the building is constructed shall remain in operation at a minimum from dusk until 10:00 p.m. each night. Exterior illumination shall be designed to light only buildings,

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parking areas, and walkways and shall not produce glare on adjacent streets or lots. All ground level floodlighting fixtures shall be depressed or screened from public view.

N. UTILITIES EASEMENTS:

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

O. GARBAGE AND REFUSE DISPOSAL:

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

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

P. LIVESTOCK AND POULTRY:

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

Q. PERFORMANCE STANDARDS REQUIRED IN THE INDUSTRIAL PARK:

1. Odorous Matter

- a. No manufacturing or warehouse/distribution use shall be located or operated within the Industrial Park which emits odorous matter from a source of operation where the odorous matter exceeds the odor threshold at

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the boundary property line or any point beyond the tract on which such use or operation is located. The Board reserves the right to apply any State, Federal or local standard it deems appropriate and applicable to the circumstances at hand.

2. Smoke and Particulate Matter

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

3. Glare

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

4. Noise

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

5. Water Pollution

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

6. Toxic and Noxious Matter

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

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and applicable to the circumstances at hand, related to toxic and noxious materials, matters and/or conditions in the Park.

7. Combustible or Explosive and Hazardous Material

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

8. Vibration

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

Displacement Limits for Vibration

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

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

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

R. MAINTENANCE:

Owners and occupants (including lessees) of any parcel of land in the Industrial Park shall jointly and severally have the duty and responsibility, at their sole cost and expense, to

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keep that part of the Industrial Park so owned or occupied, including buildings, improvements, grounds or drainage easements, or other rights-of-way incident thereto, in a well-maintained, safe, secure, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

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

S. ENFORCEMENT:

1. If, in the opinion of the BEDC, the owner or occupant, as applicable, of any tract or parcel of land in the Industrial Park shall fail to keep the tract or parcel maintained in compliance with the above-listed minimum provisions, the owner or occupant shall be notified of the deficiency by the Board or the City. If within ten (10) days from such notice, remedial activities to correct the deficiency have not begun to restore the tract or parcel to a safe, clean, attractive, and lawful condition, BEDC and/or the City shall have the right to perform such necessary remedial activities. All cost and expense incurred thereby shall be reimbursed by the owner and/or occupant of the tract or parcel of land. If such owner and/or occupant shall fail to so reimburse BEDC within thirty (30) days from the receipt of any invoice covering such cost and expense, then such amount of cost and expense shall be a debt of such Owner and/or Occupant, shall bear interest at the highest maximum rate allowed by law, and shall attach to said parcel of land as a lien against same. If deemed appropriate for recoupment of costs expended by the City to eliminate nuisances threatening the public safety, the costs incurred may be added onto the City utility bills of the occupant causing the nuisance in the Park.

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

T. VARIANCES:

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

U. AMENDMENT OF COVENANTS:

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

Executed this _____ day of _____, _____.

SEVENTH AMENDMENT TO THE
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BEDC:

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Kathryn Nash

Title: Board Chair

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

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

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

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

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

Notary Public, State of Texas

My Commission Expires: _____, 20____



Agenda Item: 3.7

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

Agenda Item: Consideration, discussion and possible action to approve Resolution R-2021-0004 of the Bastrop Economic Development Corporation authorizing the Chief Executive Officer to enter into a contract with The Retail Coach to attract new retail to Bastrop.

Prepared by: BEDC Staff

Since 2012, the BEDC has partnered with The Retail Coach to provide the most up-to-date and effective data to retailers. The service they provide is extremely valuable in attracting not only those stores and restaurants that have an interest in locating in Bastrop, but also those that have never heard about our charming town.

The Retail Coach is responsible for helping with Burleson Crossing and attracting a number of important retail companies to Bastrop. Those include James Avery, Academy Sports, HomeGoods, and other companies and restaurants. They are currently working to inform retail companies about Bastrop's new "B3" development plan and ordinance to attract retail companies. Specifically, they are informing retailers about the City's new development plan allowing for reduced parking for various retailers that is unique to Bastrop. This partnership and the contract should continue to attract desirable companies and retailers to the City of Bastrop.

Attachments:

Draft Resolution

The Retail Coach Renewal Agreement

Recommendation – Approve the Resolution as presented.

[RECOMMENDED MOTION] – I move to approve Resolution R-2021-0004.



RESOLUTION NO. R-2021-0004**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH A RETAIL RECRUITMENT FIRM.**

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a retail recruitment firm to assist the BEDC in attracting businesses to Bastrop; and

WHEREAS, the BEDC has maintained a professional relationship with the Retail Coach for nine years with a long history of providing retail leads and statistics leading to several successful retail projects within the City of Bastrop, including those in Burleson Crossing; and

WHEREAS, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party professional services agreement with The Retail Coach, in an amount not to exceed \$14,500.00, to be executed by the Chief Executive Officer on behalf of the BEDC.

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

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

SECTION 2. The Board hereby finds that the provision of certain professional marketing services is necessary for the BEDC’s proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, and hereby authorizes the Chief Executive Officer to enter into a professional services agreement attached hereto as Exhibit A.

SECTION 3. This Resolution is effective upon passage.

PASSED AND APPROVED on the _____ day of _____ 2021, by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

RESOLUTION NO. R-2021-0004

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT



Proposal For

January 4, 2020

Retail Recruitment & Development Strategy

Contents

Scope of Services	2
Project Timeline & Pricing	4

Prepared for: Bastrop
Economic Development
Corporation

Prepared by:
Aaron Farmer | President

PROJECT OVERVIEW

Scope of Services

Phase 1

Analyzing the Market

We identify your development's **Retail Trade Area** and other important information that retailers consider when analyzing developments. We utilize **mobile location technology** (cellphone density) that analyzes behavioral data collected from mobile devices to determine consumer visits to a development and its immediate surrounding areas.

DELIVERABLES:

- Retail Trade Area Map (RTA) (2021)
- Mobile Location Technology (Cellphone Density)
- Demographic Profiles (2021)
 - Includes historical, current, and projected demographics for the custom-defined Retail Trade Area, Community, and County
- Psychographic Profiles (2021)
 - Retail trade area psychographic profile
- Daytime Population Summary (2021)
- Retail Market Profile Marketing Piece (2021)

Phase 2

Determining Retail Opportunities

We identify the best retail opportunities for your development by analyzing demographics, psychographics, and by looking at existing retail gaps. Our team will perform a **Retail Demand Outlook Analysis** to help determine what retail opportunities exist .

DELIVERABLES:

- Retail Demand Outlook Analysis, including a summary table showing retail opportunity

PROJECT OVERVIEW

Scope of Services

Phase 3: Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 17 years. From Chick-fil-A and In-N-Out Burger to Academy Sports and Costco, our process is driven by providing accurate and current data sets and site-specific information to retailers, brokers, and developers. **We target national and regional retail brands that are a good fit for the community.**

DELIVERABLES:

- Target list of 30 retailers
- Target list of 30 real estate developers
- Target list 30 retail brokers

Phase 4: Marketing & Branding

Our team creates marketing materials to use at conferences or send to retailers, developers, and brokers that may be interested in your community. Customized marketing pieces include a **Retail Market Flyer, Retailer & Developer Feasibility Packages, Online Data Dashboard & Interactive Map**, and other materials to ensure you have all the information needed to bring retailers and developers to the community.

DELIVERABLES:

- Retailer-Specific Feasibility Studies
- Developer Opportunity Package
- Broker Opportunity Package
- Access to industry-leading data and concise, easy-to-access site profiles through the ESRI platform

Phase 5: Recruiting Retailers & Developers

While current, accurate data is essential, one of the most important components of a retail strategy is proactive recruitment. Since recruitment is a process, not an event, **The Retail Coach is actively engaged in retailer and developer recruitment efforts starting day-one and continuing over a 12-month period** to ensure success. A recruitment status report is provided with retailer and developer responses resulting from our continued recruitment activities.

DELIVERABLES:

- Proactive Recruitment of Retailers and Developers, including phone calls, emails, and site visits
- **Recruitment Tracking through our new AirTable Project Management System**
- Monthly Communication
- Retail Conference Representation

PROJECT EXPECTATIONS

Timeline & Pricing



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

Project Pricing

Work Fees

The total fee for completion of this work is **\$14,500** payable in two installments:

- a) **\$7,250** upon execution.
- b) **\$7,250** upon completion of all 2020 reports and marketing materials

*Work fees are payable within 30 days of receiving invoice.

Signatures

The Retail Coach

_____ Date _____
Aaron Farmer, President

Bastrop Economic Development Corporation

_____ Date _____



PLEASE CONTACT:

Aaron Farmer
Senior Vice President
The Retail Coach
Ph. 662.231.0608
Fx. 662.844.2738

**BETTER RETAIL.
BETTER COMMUNITIES.**





Agenda Item: 3.8

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

Agenda Item: Consideration, discussion and possible action on Resolution R-2021-0005 of the Bastrop Economic Development Corporation authorizing the Chief Executive Officer to enter into a contract for the sale of 7.234 acres to Bastrop County in the amount of \$147,947.00 for land owned by the BEDC outside of its immediate industrial park.

Prepared by: BEDC Staff

Bastrop County has expressed interest in purchasing lot number R70107, a 7.234-acre tract currently owned by the BEDC. It is an “L” shaped parcel located adjacent to the Industrial Park, as shown on the attached map. R70107 (outlined in aqua blue) is to the west of the Industrial Park (outlined in yellow).

According to the Bastrop Central Appraisal District’s (BCAD) tax rolls, the 2020 appraised value of the property is \$147,947.

Attachments:

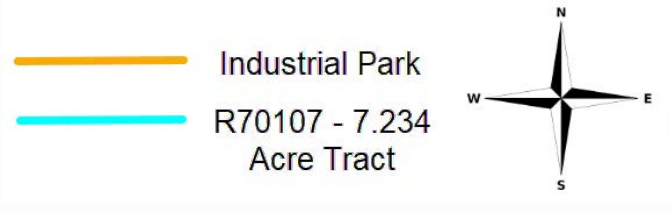
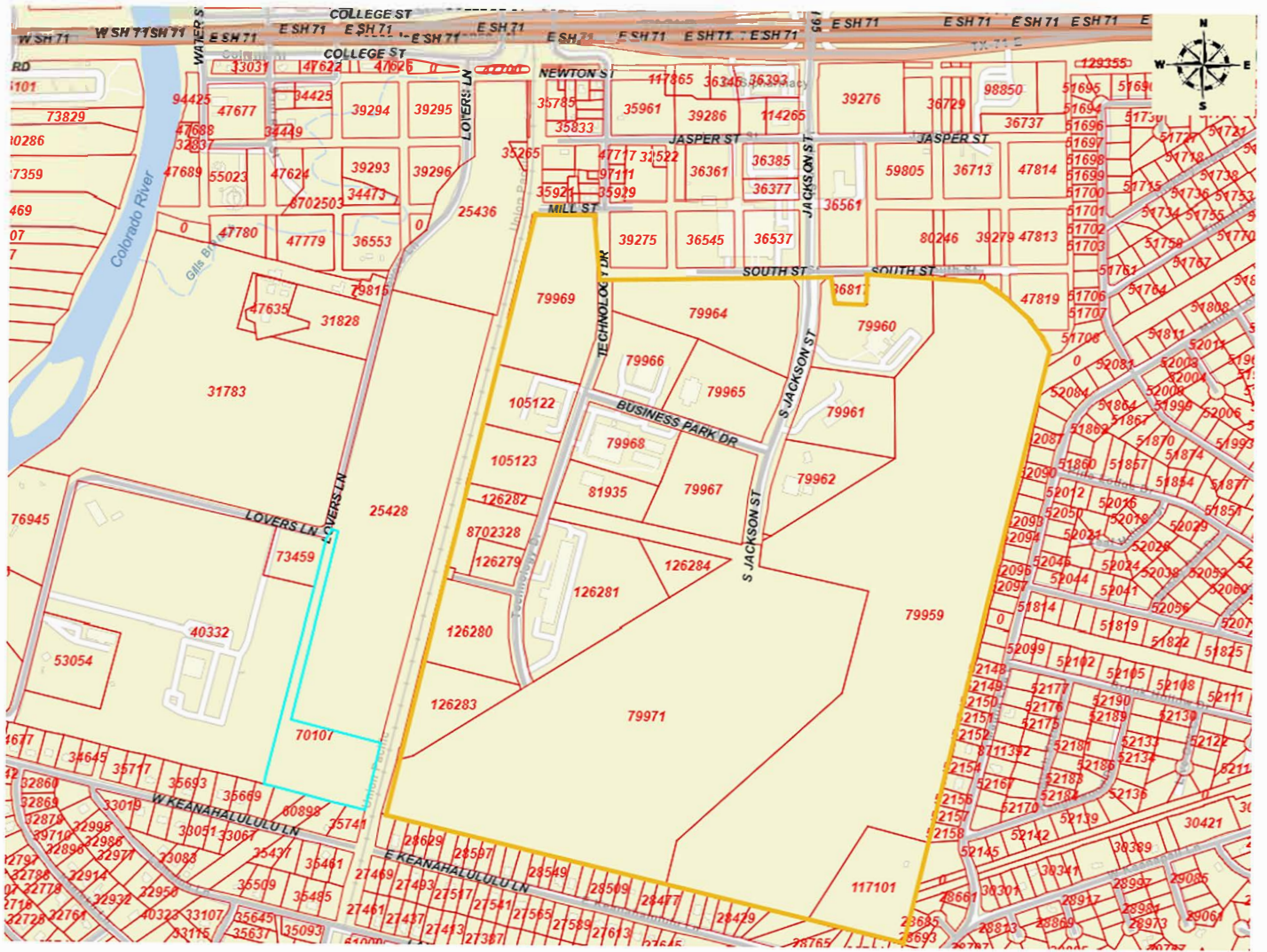
Map showing lot number R70107

Draft Resolution

Recommendation – Approve the Resolution as presented.

[RECOMMENDED MOTION] – I move to approve Resolution R-2021-0005.





RESOLUTION NO. R-2021-0005**A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC) APPROVING THE SALE OF PROPERTY OWNED BY THE BEDC TO BASTROP COUNTY; AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL NECESSARY PAPERWORK; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the BEDC is the current property owner of the 7.234-acre lot located adjacent to the Bastrop Business and Industrial Park and legally described as “A2 AUSTIN, STEPHEN F., ACRES 7.2340” (the “Property”); and

WHEREAS, Bastrop County (“County”) has the desire to acquire the Property from the BEDC for future County development and the BEDC has determined that selling the Property will benefit the BEDC and Bastrop County; and

WHEREAS, the BEDC has determined the sale price to Bastrop County for the Property shall be in the amount of \$147,947.00 (ONE HUNDRED FORTY-SEVEN THOUSAND, NINE HUNDRED FORTY-SEVEN DOLLARS), which is the appraised value of the Property according to the Bastrop Central Appraisal District’s 2020 tax roll; and,

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

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

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

SECTION 2. The Board hereby approves the sale of the Property to Bastrop County and, further, authorizes the Chief Executive Officer to execute the real estate purchase contract with Bastrop County for the sale of the Property in the amount of \$147,947.00 (ONE HUNDRED FORTY-SEVEN THOUSAND, NINE HUNDRED FORTY-SEVEN DOLLARS), with the closing date, repealing clause, and other terms of this contract for sale to be approved by the BEDC Attorney prior to signature, and for the CEO to take all further actions necessary to complete the sale transaction herein contemplated.

SECTION 3. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this _____ day of _____ 2021 by the Board of Directors of the Bastrop Economic Development Corporation.

RESOLUTION NO. R-2021-0005

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Kathryn Nash, Board Chair

ATTEST:

Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

DRAFT



Agenda Item: 3.9

AGENDA MEMORANDUM

Meeting Date: January 25, 2021

Agenda Item: CEO update on BEDC Project Gummy Bears and the Bastrop Advancement Center.

Prepared by: BEDC CEO Cameron Cox

Project Gummy Bears closed on the properties in November 2020. Deep in the Heart Art Foundry purchased both locations at 402 Technology Drive and the downtown location at the corner of Water and Chestnut Streets. Our first distribution was issued in the amount of \$205,000.00 and processed on December 4, 2020. This ensures our 10-year lease for 1,000 square feet at that location.

ACC toured the location in December 2020 and is excited about the opportunity. They plan on occupying in spring of 2021 and will most likely be along the same timeline as Ai. They may need more outdoor space, so we are working on what those space needs are and where we can accommodate it at 402 Technology. Deep in the Heart has proposed a number of various outdoor coverings that could work.

We are also going to be moving Community Action of Central Texas into this location this summer 2021 for GED and other types of certifications and exams.

Recommendation – No recommendation; item for informational purposes only.

