

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



Monday, November 13, 2023
6:00 PM

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

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

- 1. CALL TO ORDER**
- 2. PUBLIC COMMENT(S)**

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

- 3. REGULAR BUSINESS & PRESENTATIONS**

- [3.A](#) Welcome new board members Amberley Palmer and Frank Urbanek.
- [3.B](#) Receive training from City Secretary.
- [3.C](#) Presentation from Roscoe Bank for the donation of funds to the BEDC in the amount of \$20,000.
- [3.D](#) Consideration, discussion, and possible action on election of FY 2023/2024 BEDC Officers: Chair, Vice Chair, Secretary/Treasurer.
- [3.E](#) Consideration, discussion and possible action on schedule for upcoming board meetings, including date and time of meetings.
- [3.F](#) Approval of meeting minutes from the Regular BEDC Board Meeting of September 25, 2023.

- [3.G](#) Presentation, discussion and possible action regarding the fiscal year 2024 BEDC budget and plan of work, including small business development and workforce development.
- [3.H](#) Update on BEDC funding commitments.
- [3.I](#) Discussion and possible action on a proposal by Bluebonnet Electric for the installation of electrical services to build out the remainder of the Bastrop Business and Industrial Park, at an estimated cost of \$667,000.
- [3.J](#) Discussion and possible action on Resolution R-2023-0014 approving the expenditure of BEDC funds in the amount of \$164,000 for the Downtown Lighting Project.
- [3.K](#) Discussion and possible action on the Purchase Agreement executed on January 8, 2018, to sell a 9.525-acre parcel of property located at 108 South Jackson Street in the Bastrop Business Park to Bastrop County.

4. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place convenient and readily accessible to the general public, as well as to the BEDC's website, www.bastropedc.org/about/board-materials and said Notice was posted on the following date and time: November 9, 2023, at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Angela Ryan
Angela Ryan, Operations Manager



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3A

TITLE:

Welcome new board members Amberley Palmer and Frank Urbanek

AGENDA ITEM SUBMITTED BY:

Angela Ryan, BEDC Operations Manager

BACKGROUND/HISTORY:

Please welcome new board members Amberley Palmer to Seat 2 and Frank Urbanek to Seat 1.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None; item presented for informational purposes.

ATTACHMENT:

None



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3B

TITLE:

Receive training from City Secretary.

AGENDA ITEM SUBMITTED BY:

Angela Ryan, BEDC Operations Manager

BACKGROUND/HISTORY:

City Secretary Ann Franklin is attending the first meeting in October for each Board and Commission to go over rules & procedures, minutes, attendance, etc.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None; item presented for informational purposes.

ATTACHMENT:

None



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3C

TITLE:

Presentation from Roscoe Bank for the donation of funds to the BEDC in the amount of \$20,000.

AGENDA ITEM SUBMITTED BY:

Angela Ryan, BEDC Operations Manager

BACKGROUND/HISTORY:

When Roscoe State Bank completed their merger with Cornerstone Home Lending in 2022, part of the agreement was to make a donation of funds to local non-profit organizations, including the BEDC.

This is the second of five years that the BEDC will receive a donation. These funds are being used as part of the BEDC's Revolving Loan Fund.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None

ATTACHMENT:

None



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3D

TITLE:

Consideration, discussion and possible action on election of FY 2023/2024 BEDC Officers: Chair, Vice Chair, Secretary/Treasurer.

AGENDA ITEM SUBMITTED BY:

Angela Ryan, BEDC Operations Manager

BACKGROUND/HISTORY:

The annual election of board officers needs to be held for the upcoming year.

According to the current BEDC's Bylaws, neither the office of Chair or Vice Chair may be held by a member of the City Council. All Board members are eligible to serve as Secretary or Treasurer. The offices of Vice Chair, Secretary, and Treasurer may be combined. (Typically, the Bastrop EDC officers have consisted of a Chair, Vice Chair, and Secretary/Treasurer.) It is not defined within the Bylaws how to conduct Officer Elections, so it is at the Board's discretion to decide among its members the format of the annual Officer Elections.

Last year's officers were Ron Spencer, Chair; Connie Schroeder, Vice Chair; and Charles Washington, Secretary/Treasurer. A list of current board members is included below.

FISCAL IMPACT:

N/A

RECOMMENDATION:

A board member can make a nomination for the current officers to continue to serve for the upcoming year. However, the position of Secretary/Treasurer is currently vacant and needs to be filled.

ATTACHMENT:

None

FY 2024 BEDC Board Members

Seat #	Board Member	Term Expiration
Seat 1	Frank Urbanek	September 2025
Seat 2	Amberley Palmer	September 2024
Seat 3	John Kirkland	September 2025
Seat 4	Cheryl Lee	September 2024
Seat 5	Ron Spencer (Chair)	September 2025
Seat 6	Connie Schroeder (Vice Chair)	September 2024
Seat 7	Lyle Nelson	September 2025



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3E

TITLE:

Consideration, discussion and possible action on schedule for upcoming board meetings, including date and time of meetings.

AGENDA ITEM SUBMITTED BY:

Angela Ryan, BEDC Operations Manager

BACKGROUND/HISTORY:

The BEDC Board meets at City Hall, traditionally on the third Monday of the month at 5:00 p.m., unless the date is a holiday. The date and time of the meetings are at the Board’s discretion.

Below is the proposed board meeting schedule for the remainder of FY 2023/2024.

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Board may leave the Board Meetings on the third Monday of every month or change the date and/or time of the meetings.

ATTACHMENT:

None

- December 18, 2023
- January 22, 2024 (Third Monday is MLK Day)
- February 26, 2024 (Third Monday is Presidents Day)
- March 18, 2024
- April 15, 2024
- May 20, 2024
- June 16, 2024
- July 15, 2024
- August 19, 2024
- September 16, 2024



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3F

TITLE:

Approval of the meeting minutes from the Regular BEDC Board Meeting of September 25, 2023.

AGENDA ITEM SUBMITTED BY:

Angela Ryan, BEDC Operations Manager

BACKGROUND/HISTORY:

The minutes from the regular board meeting of September 25, 2023, are attached for the Board's review and approval.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the meeting minutes from the BEDC Board Meeting of September 25, 2023

ATTACHMENT:

Draft Board Meeting Minutes from September 25, 2023

Bastrop Economic Development Corporation
Board of Directors – Meeting Minutes
 September 25, 2023



The Bastrop Economic Development Corporation (BEDC) met on Monday, September 25, 2023, at 4:30 p.m. for a Regular Board Meeting at Bastrop City Hall, 1311 Chestnut Street. Board members present: Ron Spencer, Connie Schroeder, Cheryl Lee, John Kirkland, and Lyle Nelson. Staff members present: Interim Executive Director Sylvia Carrillo and Angela Ryan. BEDC attorney Charles Zech was also in attendance.

1. **CALL TO ORDER** – Board Chair Spencer called the meeting to order at 4:33 p.m.
2. **PUBLIC COMMENT(S)** – There were no public comments.
3. **REGULAR BUSINESS & PRESENTATIONS**
 - 3.1. Approval of the meeting minutes from the Regular BEDC Board Meeting of August 28, 2023. Ms. Lee made the motion to approve the minutes as submitted, Mr. Nelson seconded, and the motion passed.
 - 3.2. Receive financial report provided by the City of Bastrop Finance Department for the period ending in August 2023 and comments. Ms. Allen presented the financial report to the Board.
 - 3.3. Update on final BEDC budget for FY2024. After Ms. Carrillo reviewed the budget with the Board, it was determined that she and Ms. Ryan would work on a preparing a more straightforward version to present at the next board meeting.
 - 3.4. Discussion and possible action regarding approval of Resolution R-2023-0012 approving the expenditure of \$123,000 for the extension of Agnes Street. Ms. Schroeder made the motion to approve the resolution, Ms. Lee seconded, and the motion passed.
 - 3.5. Update on BEDC funding commitments. An updated spreadsheet was presented to the Board. No action was necessary.
4. **EXECUTIVE SESSION**
 - 4.1. At 5:05 p.m., the BEDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
 - (1) **Section 551.087** Deliberation regarding economic development negotiations – Project Triple Arrow, Project Jet, Burleson Crossing East, and Project RLF-23-1
 - 4.2. At 6:02 p.m., the BEDC Board of Directors reconvened into open session to discuss, consider, and take any action necessary related to the executive sessions noted herein.

Ms. Schroeder made the motion to approve Resolution R-2023-0013 with the amendment that the median salary will be \$56,240. Mr. Kirkland seconded, and the motion passed.

Mr. Nelson made the motion to approve the Revolving Loan Fund request from the Bearded Baking Company. Ms. Lee seconded, and the motion passed.

- 5. **ADJOURNMENT** – Ms. Schroeder made the motion to adjourn the meeting and Mr. Kirkland seconded. The meeting was adjourned at 6:04 p.m.

APPROVED: _____
Ron Spencer, Board Chair

ATTEST: _____
Angela Ryan, Operations Manager



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3G

TITLE:

Presentation, discussion and possible action regarding the fiscal year 2024 BEDC budget and plan of work, including small business development and workforce development.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director, Bastrop Economic Development Corporation

BACKGROUND/HISTORY:

This item allows for the Board to discuss the finalized BEDC budget for fiscal year 2023/2024 and the plan of work, particularly small business development and workforce development.

The street maintenance tax proposition passed on November 7th, which means as of April 1, 2024, the BEDC will be receiving 1/8th cent sales tax. The attachment takes this into account. Both FY 2024 and FY 2025 budgets are included, as most of the funding commitments for projects in the Business Park are not anticipated to be paid out until FY 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Discuss the budget and plan of work for fiscal year 2024.

ATTACHMENT:

BEDC FY24 and FY25 Budget

FY24 Budget (with the election passing)

Beginning Fund Balance	Expected Revenues	Funding Commitments	Operating Expenses	Uncommitted Funds	Ending FY Balance
\$9,659,532	\$ 3,352,987	\$ 8,846,187	\$ 885,783	\$ 619,000	\$2,661,549
How much money does the BEDC anticipate collecting during the year?					
Sales Tax	Projected Sales Tax Revenues, City of Bastrop, FY24				\$ 3,064,937
	First half of fiscal year (October - March) @ 4/8 of 1¢				\$ 13,374,270
	Second half of fiscal year (April - September) @1/8 of 1¢				\$ 2,229,045
	Total anticipated BEDC Sales Tax Revenues FY24				\$ 835,892
Cell Tower Lease					\$ 3,064,937
Interest Income					\$ 18,050
Grant Receipts					\$ 250,000
					\$ 20,000
Total Revenues					\$ 3,352,987
How much money does the BEDC expect to spend during the year?					
Personnel					\$ 799,383
Supplies & Materials					\$ 14,200
Maintenance & Repairs					\$ 16,000
Occupancy					\$ 56,200
Contractual Services					\$ 5,101,560
Other Charges					\$ 638,400
Contingency					\$ 50,000
Capital Outlay					\$ 3,400,000
Debt Service					\$ 275,227
Total Expenditures					\$ 10,350,970
How much money does the BEDC expect to have in fund balance at the end of the year?					
Beginning Fund Balance					\$ 9,659,532
Expected Revenues					\$ 3,352,987
	Sales Tax				\$ 3,064,937
	Cell tower lease				\$ 18,050
	Interest Income				\$ 250,000
	Grant Receipts				\$ 20,000
Funding Commitments					\$ 8,846,187
	Contractual Services				\$ 5,101,560
	Professional Services				\$ 65,000
	Audit				\$ 4,500
	Legals				\$ 75,000
	Engineering				\$ 15,000
	Property Insurance				\$ 2,500
	Contractual Services				\$ -
	City Projects & Programs				\$ 4,772,000
	Downtown Lighting				\$ 141,500
	Agnes Street Grant Match				\$ 123,000
	Blakey Lane				\$ 1,350,000
	South Street				\$ 2,950,000
	Intersection Improvements				\$ 207,500

FY24 Budget (with the election passing) Page 2

How much money does the BEDC expect to have in fund balance at the end of the year?		
	City Shared Services	\$ 10,000
	BIP Technology (Fiber)	\$ 82,560
	Main Street Program Support	\$ 50,000
	City Admin Support	\$ 25,000
	Capital Outlay	\$ 3,400,000
	Bus Industrial Park Improvements	\$ 1,400,000
	BIP Technology/MLK Infrastructure	\$ 2,000,000
	Debt Service	\$ 275,227
	GO Refunding Series 2017 Principal	\$ 65,000
	GO Refunding Series 2017 Interest	\$ 17,600
	GO Refunding Series 2021 Principal	\$ 160,000
	GO Refunding Series 2021 Interest	\$ 32,627
	Other Charges	\$ 69,400
	380 Agreement Reimbursement	\$ -
	Water Rights Prop Funding	\$ 60,000
	Land/Grant Rebates	\$ 9,400
Operating Expenses		\$ 885,783
	Personnel	\$ 799,383
	Operational Salaries	\$ 589,404
	Pre-Employment Expense	\$ 25,000
	Longevity	\$ 1,380
	Social Security	\$ 41,836
	Retirement	\$ 79,570
	Group Insurance	\$ 61,328
	Supplies/Materials	\$ 14,200
	Supplies	\$ 6,000
	Postage	\$ 200
	Office Equipment	\$ 8,000
	Maintenance/Repairs	\$ 16,000
	Maintenance of Equipment	\$ 1,000
	Industrial Park Maintenance Expense	\$ 10,000
	Building Repairs & Maintenance	\$ 5,000
	Occupancy	\$ 56,200
	Communications	\$ 9,000
	Office Rental	\$ 43,200
	Utilities	\$ 4,000
Uncommitted Funds		\$ 619,000
	Other Charges	\$ 569,000
	Contingency	\$ 50,000
Ending Fund Balance		\$ 2,661,549

FY25 Budget (with the election passing)

Beginning Fund Balance	Expected Revenues	Funding Commitments	Operating Expenses	Uncommitted Funds	Ending FY Balance
\$2,661,549	\$ 2,038,050	\$ 4,748,651	\$ 885,783	\$ 619,000	(\$1,553,835)
How much money does the BEDC anticipate collecting during the year?					
Sales Tax	Added approximately 5% to FY24 Sales Tax Revenues for City of Bastrop, and multiplied by 1/8.				\$ 1,750,000
Cell Tower Lease					\$ 18,050
Interest Income					\$ 250,000
Grant Receipts					\$ 20,000
Total Revenues					\$ 2,038,050
How much money does the BEDC expect to spend during the year?					
Personnel					\$ 799,383
Supplies & Materials					\$ 14,200
Maintenance & Repairs					\$ 16,000
Occupancy					\$ 56,200
Contractual Services					\$ 329,560
Other Charges					\$ 2,701,344
Contingency					\$ 50,000
Capital Outlay					\$ 2,000,000
Debt Service					\$ 286,747
Total Expenditures					\$ 6,253,434
How much money does the BEDC expect to have in fund balance at the end of the year?					
Beginning Fund Balance					\$ 2,661,549
Expected Revenues					\$ 2,038,050
	Sales Tax				\$ 1,750,000
	Cell tower lease				\$ 18,050
	Interest Income				\$ 250,000
	Grant Receipts				\$ 20,000
Funding Commitments					\$ 4,748,651
	Contractual Services				\$ 329,560
	Professional Services				\$ 65,000
	Audit				\$ 4,500
	Legals				\$ 75,000
	Engineering				\$ 15,000
	Property Insurance				\$ 2,500
	Contractual Services				\$ -
	City Projects & Programs				\$ -

FY25 Budget (with the election passing) Page 2

How much money does the BEDC expect to have in fund balance at the end of the year?

	City Shared Services	\$ 10,000
	BIP Technology (Fiber)	\$ 82,560
	Main Street Program Support	\$ 50,000
	City Admin Support	\$ 25,000
	Capital Outlay	\$ 2,000,000
	Bus Industrial Park Improvements	\$ -
	BIP Technology/MLK Infrastructure	\$ 2,000,000
	Debt Service	\$ 286,747
	GO Refunding Series 2017 Principal	\$ 70,000
	GO Refunding Series 2017 Interest	\$ 15,000
	GO Refunding Series 2021 Principal	\$ 170,000
	GO Refunding Series 2021 Interest	\$ 31,747
	Other Charges	\$ 2,132,344
	380 Agreement Reimbursement	\$ -
	Water Rights Prop Funding	\$ -
	Land/Grant Rebates	\$ 2,132,344
	Moca Ventures	\$ 500,000
	Technical Adhesives	\$ 300,000
	Fiesta Tortilla	\$ 233,944
	AEI Technologies	\$ 9,400
	Acutronic	\$ 1,089,000
Operating Expenses		\$ 885,783
	Personnel	\$ 799,383
	Operational Salaries	\$ 589,404
	Pre-Employment Expense	\$ 25,000
	Longevity	\$ 1,380
	Social Security	\$ 41,836
	Retirement	\$ 79,570
	Group Insurance	\$ 61,328
	Supplies/Materials	\$ 14,200
	Supplies	\$ 6,000
	Postage	\$ 200
	Office Equipment	\$ 8,000
	Maintenance/Repairs	\$ 16,000
	Maintenance of Equipment	\$ 1,000
	Industrial Park Maintenance Expense	\$ 10,000
	Building Repairs & Maintenance	\$ 5,000
	Occupancy	\$ 56,200
	Communications	\$ 9,000
	Office Rental	\$ 43,200
	Utilities	\$ 4,000
Uncommitted Funds		\$ 619,000
	Other Charges	\$ 569,000
	Contingency	\$ 50,000
Ending Fund Balance		\$ (1,553,835)



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3H

TITLE:

Update on BEDC funding commitments.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director, Bastrop Economic Development Corporation

BACKGROUND/HISTORY:

This item seeks to provide the board with an “at a glance” opportunity to review projects and their status.

FISCAL IMPACT:

None

RECOMMENDATION:

None; item presented for informational purposes. In-depth discussions on any item can be brought back at a future meeting.

ATTACHMENT:

Funding commitment updates

BEDC Funding Commitments

Project Name	Company Name	Amount Committed	Jobs Created	Status
	AEI Technologies	\$9,400	7	Per agreement, company has 10 years to hire 7 employees, or 2026.
Super Glue	TA Bastrop (Technical Adhesives)	\$300,000	5-12 in 5 years	Permit reviewed and approved 9/5/23. Building materials being delivered in November.
Fiesta	Coltzin, LLC	\$233,944	25-30 in 5 years	Staff working with project to obtain updated information to run new ROI report and amend the performance agreement. Should receive new building plans soon.
Swipe	Moca Ventures	\$500,000 (estimate) They pay up to 1/2 of Financial Way	50-700 in 5 years	Granted a one-year extension at July 2023 board meeting. Preliminary drainage plan submitted; reviewed 8/31/23; comments issues. Approved 9/21/23. Instruction to resubmit to planning department was issued 10/26/23.
Third Arrow	Acutronic	\$1,089,000 (plus \$1M infrastructure)	100 by year 10	City Council approved the project 10/10/23. Replat is being addressed. Working with legal counsel on exhibits to Purchase Agreement and Performance Agreement in order to schedule closing on property.
Financial Way	N/A	\$1,046,789 (Moca paying half)	N/A	Bid was approved by City Council 10/10/23. Awarded to 304 Construction, LLC.
Jackson Extension	N/A	\$1.6M	N/A	Roadway alignments are complete as well as water and sanitary – overall storm is at 60%. Survey complete for the offsite utilities and lift station. BEDC planning to amend agreement
Blakey Lane Extension	N/A	\$1M	N/A	City entered into Professional Services Agreement with MWM DesignGroup 9/14/23.
MLK/Technology Ext.	N/A	\$2M	N/A	Detention still needs to be decided upon and engineered.
Insyteful Agreement	N/A	\$49,950	N/A	First payment made July 2023. Awaiting report.
City Water Funding	N/A	\$60,000/yr for 10 years	N/A	FY2024 will be the final year of this commitment.
Fiber in Business Park	N/A	\$82,560/yr for 3 years	N/A	FY2025 will be the final year of this commitment.



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3I

TITLE:

Discussion and possible action on a proposal by Bluebonnet Electric for the installation of electrical services to build out the remainder of the Bastrop Business and Industrial Park, at an estimated cost of \$667,000.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director, Bastrop Economic Development Corporation

BACKGROUND/HISTORY:

Electrical is a key infrastructure component. If the BEDC intends to create shovel ready sites, electrical will need to be installed. \$667,000 is a rough estimate based on available engineering information,

- Riser poles \$31k
- Wire and labor \$330k
- Sectionalizers \$25k
- Switch gears \$281k

FISCAL IMPACT:

\$667,000 (rough estimate)

RECOMMENDATION:

Discuss and take necessary action.

ATTACHMENT:

Engineering Plans
Cost Estimate



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3J

TITLE:

Discussion and possible action on Resolution R-2023-0014 approving the expenditure of BEDC funds in the amount of \$164,000 for the Downtown Lighting Project.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director, Bastrop Economic Development Corporation

BACKGROUND/HISTORY:

BEDC was asked to include \$164,000 in the FY2023 budget to fund lighting in Downtown Bastrop. It was not expended last year, so the amount was carried to the FY2024 budget.

The City of Bastrop’s utility department is ready to move forward with the project and purchase materials. Action by the BEDC Board is required prior to expending the funds.

FISCAL IMPACT:

\$164,000 in the BEDC FY2024 budget

RECOMMENDATION:

Move to approve Resolution R-2023-0014 approving the expenditure of BEDC funds in the amount of \$164,000 for the Downtown Lighting Project.

ATTACHMENT:

Draft Resolution R-2023-0014
Cost information provided by Bastrop Power & Light

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE FUNDING OF THE DOWNTOWN LIGHTING PROJECT IN AN AMOUNT NOT TO EXCEED \$164,000; AUTHORIZING ALL NECESSARY ACTIONS; AND PROVIDING 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 City of Bastrop (“City”) has requested funding from the BEDC for the Downtown Lighting Project; and

WHEREAS, the BEDC Board of Directors (“Board”) approved including funding for the Downtown Lighting Project in the amount of \$164,000 in the FY 2024 BEDC budget; and

WHEREAS, Type B corporations may spend up to ten percent of its annual revenues on promotional expenditures which promote the City for the purpose of developing new and expanded business enterprises; and

WHEREAS, the BEDC hereby finds and determines that the requested funding does not exceed ten percent of the corporation’s annual revenues and the expenditure will promote new and expanded business enterprises within the City limits of the City of Bastrop; and

WHEREAS, the BEDC and the City are authorized under the laws of the State of Texas to enter into this Agreement; and

WHEREAS, the Board has reviewed the Agreement by and between the City and BEDC, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

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

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The Downtown Lighting Project is approved as a project that shall promote new or expanded business development.

SECTION 3. The Board authorizes the expenditure of an amount not to exceed \$164,000 in furtherance of the project identified in Section 2.

SECTION 4. The Board authorizes the Board Chair or Interim Executive Director to take all necessary actions, including the execution of all necessary and related documentation to facilitate the purpose of this Resolution.

SECTION 5. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this ____ day of _____ 2023.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Ron Spencer, Board Chair

ATTEST:

, Board Secretary

APPROVED AS TO FORM:

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

Quantity	Description	Mfg	Cost	Total
340	#12 AWG CU, 12/2 with ground		\$0.80	\$272
960	#10 AWG CU, Single Wire		\$0.66	\$634
1,448	#8 AWG CU, Single Wire		\$0.77	\$1,115
1,699	#6 AWG CU, Single Wire		\$1.20	\$2,039
2,759	#2 AWG CU Single Wire		\$3.60	\$9,932
2,937	#1/0 AWG CU Single Wire		\$5.00	\$14,685
1,221	#4/0 AWG CU Single Wire, (Divide by three if you use Triplex)		\$7.50	\$9,158
359	# 500 Kcmil CU Single Wire, (Divide by three if you use Triplex)		\$13.13	\$4,714
1	150 Amp 240 volt Breaker		\$150.00	\$150
1	100 Amp 240 volt Breaker		\$85.00	\$85
1	400 Amp 240 volt Contactor		\$1,800.00	\$1,800
1	150 Amp 240 volt Contactor		\$600.00	\$600
1	100 Amp 240 volt Contactor		\$200.00	\$200
1	400 Amp Fused Disconnect Box		\$1,500.00	\$1,500
2	400 Amp Fuse		\$150.00	\$300
2	Outdoor Box for Contactor and Timer (Alley B and Spring Street Location) with mount		\$175.00	\$350
3	120 Volt Mechanical Timer		\$100.00	\$300
34	Electric below ground enclosure, 1"8 h, 20-1/4" L, 13-3/8" W	Quazite	\$1,711.00	\$58,174
34	20 Amp Receptacle, box, and GFCI rated receptacle	GE	\$35.00	\$1,190
34	Up Lights for Tree's	WAC	\$250.00	\$8,500
34	Power Stake for Tree Lighting	WAC	\$35.00	\$1,190
6	Submersible Connectors 4-Port, 500 KCMIL	Burndy	\$160.00	\$960
163	Submersible Connectors 4-Port, 350 KCMIL to #12 AWG	Burndy	\$108.00	\$17,604
116	3" Conduit PVC		\$75.00	\$8,700
18	3" PVC Elbow		\$55.00	\$990
1	3" Weatherhead		\$125.00	\$125
3	3" x 10' Rigid Galvanized Pipe		\$120.00	\$360
2	3" PVC Male Adapter		\$5.00	\$10
10	3" Male Adapter Locking Nut		\$2.00	\$20
6	3" Male Adapter PVC Bushing Nut (to protect wire from adapter edge)		\$4.00	\$24
3	Alumaform Riser Bracket		\$90.00	\$270
3	3" Straps for Alumaform Riser Bracket		\$12.29	\$37
3	5/8" X 14" Machine Bolts		\$5.00	\$15
5	5/8" Washers		\$1.50	\$8
5	5/8" Locknuts		\$1.50	\$8
3	5/8" X 12" Machine Bolts		\$5.00	\$15
1	Cutout		\$150.00	\$150
1	Lightning Arrestor		\$60.00	\$60
1	Cutout and L. Arrestor Bracket		\$60.00	\$60
1	50 kva Overhead Transformer 120/240		\$2,900.00	\$2,900
420	3/4" PVC Flex Conduit		\$1.10	\$462
1	2" x 10' Rigid Pipe for Meter and Breaker Box Rack		\$91.00	\$91
1	10' Unistrut		\$36.00	\$36
1	CT Meter Can		\$1,000.00	\$1,000
1	CT Can/Contactor Can		\$2,000.00	\$2,000
2	400 Amp CT		\$250.00	\$500
136	3/4" Flex Male Adapter with 3/4" locknut		\$3.00	\$408
35	2' X 3/4" rigid galvanized conduit (to mount Plug box on at trees)		\$2.07	\$72

Total = \$153,771

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES

Less \$50K
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **McCord Engineering, Inc.** (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Project”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	McCord Engineering, Inc. 916 Southwest Parkway East College Station, TX 77840 Attn: Rex N. Woods, P.E.
General Description of Services:	See Exhibit A-2
Maximum Contract Amount:	\$22,000.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City’s payments to the

Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The “Notice to Proceed” will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor’s sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that

may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3

LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered

architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.


IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form) – N/A
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification – N/A
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

McCord Engineering, Inc.

CITY OF BASTROP

By: 

By: *Trey Job*

Printed Name: Rex N. Woods, P.E.

Printed Name: Trey Job, C.P.M.

Title: President

Title: Assistant City Manager for Community Development

Date: 4-21-2022

Date: May 1, 2023

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(not applicable)

EXHIBIT A-2

Scope of Services **dated April 26, 2023**

(See Attached)



McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

Specific Project Proposal

for

City of Bastrop

Main Street Tree Lighting Project

BPL-3-M.1

April 26, 2023



McCord Engineering, Inc.
 916 Southwest Parkway East
 College Station, Texas 77840
 (979) 764-8356 Fax (979) 764-9644

SPECIFIC PROJECT PROPOSAL
City of Bastrop
Main Street Tree Lighting Project

McCord Engineering, Inc. ("MEI") understands the scope and objective of this proposed project for the City of Bastrop ("City") to be as follows.

I. SCOPE AND OBJECTIVE

A. Project Definition

MEI shall gps all tree locations, distribution transformer locations, and conduit end points along Main Street from Emile St. to Farm St. MEI shall then determine a location for road crossing to feed the lighting, determine wire size, lighting, and the final location of the lighting service.

B. Project Scope of Work

MEI Field Engineering & Design Activities:

1. MEI will perform field data collection to obtain all information necessary to engineer and design the lighting improvements using an RTK GPS unit.
2. MEI will determine the low voltage wiring location and size of wire to serve the upward lighting of the trees and the overhead pole mounted lighting along roadway/sidewalk. Include a ground fault circuit interrupter (GFCI) outlet at each tree/pole as needed.
3. MEI will determine type of LED lighting for both overhead pole mounted lighting and the upward lighting of the trees.
4. MEI will determine the transformer size for the transformer(s) required to serve the aforementioned lighting.
5. MEI will make two additional trips in addition to the before mentioned field data collection as determined by the City.

C. MEI Deliverables

1. Auto Cad Drawing (plan view) and pdf showing the proposed low voltage lighting circuits along with the lights' locations, service locations, etc.
2. Material list for all items mentioned above and a cost estimate.
3. ESRI ArcGIS Mapping file.
4. MEI will provide preliminary plans for review by the City prior to release of final design plans at 60% and 90%.

5. MEI will deliver final record drawings in pdf and Auto Cad.

II. ITEMS PROVIDED BY CITY

1. Location of all conduit ends previously installed.
2. Routing of conduit previously installed.
3. Construction inspection.
4. Any surveying to determine where existing easements/property lines may be located.
5. Procure any easements that may be required.
6. Construction and construction management.
7. Locates are to be provided by 811 or City.

III. COST ESTIMATE

MEI proposes the compensation and terms for the furnishing of engineering services for this project shall be in accordance with MEI’s Standard Fee Schedule. For your review and consideration, the “Not to Exceed” cost for this project is **\$22,000.00**.

Estimated MEI Labor Hours

Position	Labor Hours per Task					Average Rate	Total
	1	2	3	4	5		
Admin II	8				2	\$100	\$1,000
Engineering Technician / Project Manager III		5	20	5		\$150	\$4,500
Engineering Technician / Project Manager IV		5	20	5	10	\$200	\$8,000
Professional Engineer III		3	3	4		\$250	\$2,500
Field Services Technician III	20	5		5	10	\$100	\$4,000
Expenses (Meals, Mileage)							\$2,000
Total							\$22,000

IV. TIMELINE

After given written approval to begin:

- | | |
|---|-------------------|
| 1. Field Work Required | Two Days |
| 2. Office work for Engineering Plans and Specifications | Three Weeks |
| 3. Final Submittal | <u>Three Days</u> |

**Grand Total of Time to Complete Project
Once MEI has Been Instructed to Begin**

Four Weeks

Specific Project Proposal (Continued)
City of Bastrop— Main Street Tree Lighting

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

City of Bastrop
Client

McCord Engineering, Inc.
Engineer

By Trey Job

By 

Name Trey Job, C.P.M.

Name Rex N. Woods, P.E., President

Date May 1, 2023

Date 4-26-2023

EXHIBIT A-3

House Bill 89 Verification

(not applicable)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked “X” are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

- Workers’ Compensation Statutory limits, State of TX.
- Employers’ Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

	<input type="checkbox"/> Very High/ High Risk	<input checked="" type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	

Garage Liability for BI & PD
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 \$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)
 \$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

- Contract value less than \$1,000,000: **not required**
- Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
- Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
- Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
- Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on “following form” type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Engineering and Capital Project Management Department if you need assistance or need additional information.

Engineering Design Services-McCord Engineering_Downtown Lighting_contract (signed by McCord)


Final Audit Report


2023-05-01

Created:	2023-05-01
By:	Jimmie Campbell (jcampbell@cityofbastrop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7C9skDoPIjFJe08icO9eiC7spPj4_Lss


"Engineering Design Services-McCord Engineering_Downtown L ighting_contract (signed by McCord)" History

 Document created by Jimmie Campbell (jcampbell@cityofbastrop.org)
2023-05-01 - 8:39:36 PM GMT

 Document emailed to Trey Job (tjob@cityofbastrop.org) for signature
2023-05-01 - 8:40:11 PM GMT

 Email viewed by Trey Job (tjob@cityofbastrop.org)
2023-05-01 - 8:45:50 PM GMT

 Document e-signed by Trey Job (tjob@cityofbastrop.org)
Signature Date: 2023-05-01 - 8:46:07 PM GMT - Time Source: server

 Agreement completed.
2023-05-01 - 8:46:07 PM GMT



McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

CHANGE ORDER NO. 1
City of Bastrop
Main Street Tree Lighting Project
BPL-3-M.1

McCord Engineering, Inc. (MEI) is requesting a change order (No. 1) from the City of Bastrop (Bastrop) concerning the Main Street Tree Lighting Project Purchase Order No. 23-00795 dated April 10, 2023.

Please review the following change order request and submit your signed approval at your earliest convenience.

A. Additional work outside the original scope and reason for Change Order:


1. 10 poles were added to the original scope of work after the design had been completed.
2. 27 poles were removed from the project after 10 additional poles were added and designed, along with a reduction in metering points.
3. MEI made 3 trips to Bastrop to work out each of the 3 designs.
4. Material list had to be updated for each of the 3 designs.

Original Engineering Contract Amount	\$22,000.00
Change Order No. 1	<u>\$ 3,000.00</u>

New Contract Amount with Approved Change Order No. 1 \$25,000.00

In witness whereof, both parties have executed this agreement to be effective on the date of the signatures below:

City of Bastrop


By: 
Sylvia Carrillo (Sep 6, 2023 09:45 CDT)

Name: Sylvia Carrillo

Title: City Manager

Date: Sep 6, 2023

McCord Engineering, Inc.

By: 

Name: Rex N. Woods, P.E.

Title: President

Date: 8.29.2023






Change Order 1_Main Street Lighting BPL-3-M.1

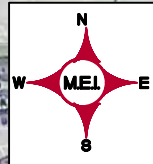
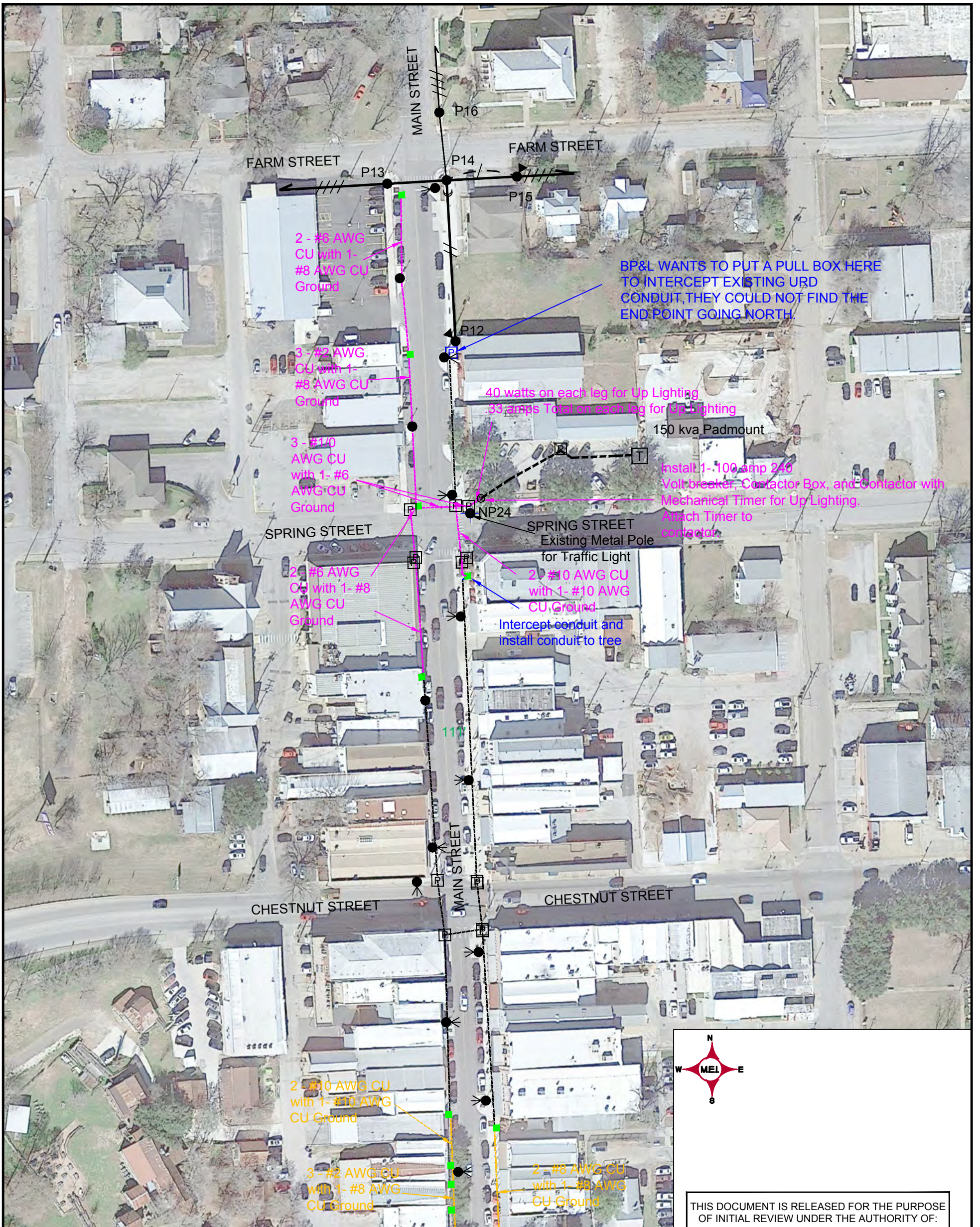
Final Audit Report

2023-09-06

Created:	2023-09-06
By:	Mary Dearing (mdearing@cityofbastrop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXYcLVLG0LfrUXrd4oS_kEQ7f4Dy88Cxe

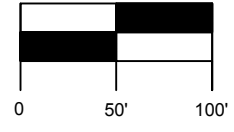
"Change Order 1_Main Street Lighting BPL-3-M.1" History

-  Document created by Mary Dearing (mdearing@cityofbastrop.org)
2023-09-06 - 1:59:23 PM GMT
-  Document emailed to Sylvia Carrillo (scarrillo@cityofbastrop.org) for signature
2023-09-06 - 1:59:48 PM GMT
-  Email viewed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
2023-09-06 - 2:44:52 PM GMT
-  Document e-signed by Sylvia Carrillo (scarrillo@cityofbastrop.org)
Signature Date: 2023-09-06 - 2:45:32 PM GMT - Time Source: server
-  Agreement completed.
2023-09-06 - 2:45:32 PM GMT



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 SEPTEMBER 13, 2023
 IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.

LEGEND



- | | | | |
|--|--------------------------------------|--|---|
| | NORTH UP LIGHTING CIRCUIT | | EXISTING GUY LOCATION |
| | MIDDLE UP LIGHTING CIRCUIT | | EXISTING SINGLE-PHASE OVERHEAD POWER LINE |
| | SOUTH UP LIGHTING CIRCUIT | | EXISTING THREE-PHASE OVERHEAD POWER LINE |
| | RETIRE SERVICE WIRE | | PULL BOX |
| | PROPOSED TRANSFORMER IN NEW LOCATION | | PROPOSED PULL BOX |
| | EXISTING POLE | | PADMOUNT TRANSFORMER |
| | PROPOSED POLE IN NEW LOCATION | | TREE LOCATION |
| | PROPOSED POLE IN EXISTING LOCATION | | METER/BREAKER BOX |
| | EXISTING TRANSFORMER | | EXISTING ANTIQUE STREET LIGHT |
| | | | PROPOSED METER IN NEW LOCATION |
| | | | EXISTING LUMINAIRE |

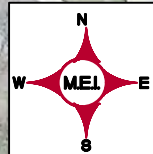
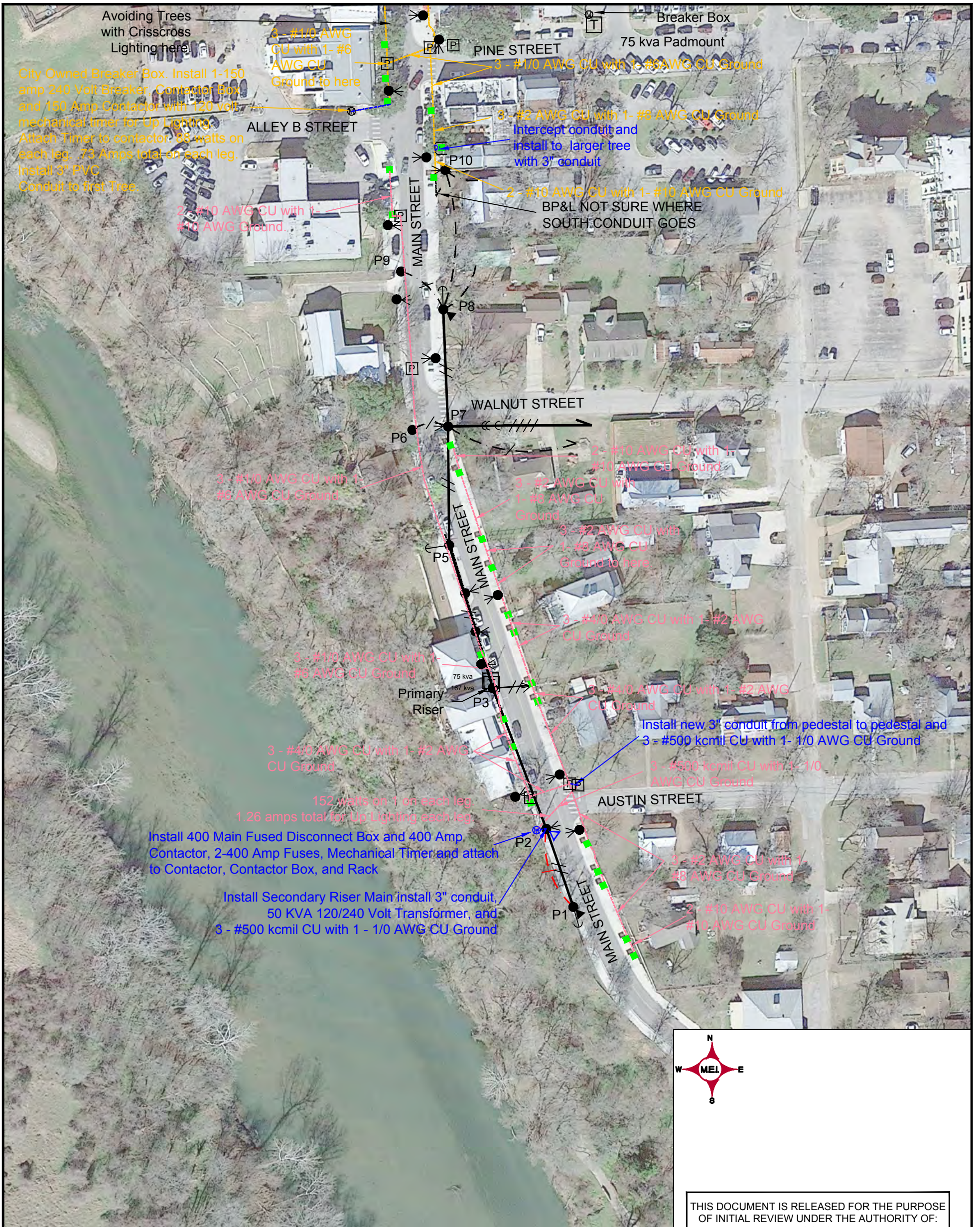
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NOT FOR CONSTRUCTION**

BASTROP POWER & LIGHT

CONSTRUCTION DRAWING
 DOWNTOWN LIGHTING
 P.O.# 23-00795

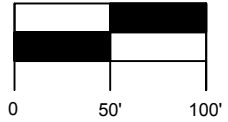
Texas Registered Engineering Firm F-2664
 916 Southwest Parkway East
 College Station, TX 77840
 (979) 764-8356

SCALE: 1" = 100'	DATE: 5-24-23	DWG. NO. MEI-17081-1	SHEET NO. 1 OF 2
DRAWN BY: BML	JOB CODE: BPL-3-M.1	REV.	



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| | SOUTH UP LIGHTING CIRCUIT | | EXISTING THREE-PHASE OVERHEAD POWER LINE |
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| | PROPOSED TRANSFORMER IN NEW LOCATION | | PROPOSED PULL BOX |
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| | EXISTING TRANSFORMER | | EXISTING ANTIQUE STREET LIGHT |
| | | | PROPOSED METER IN NEW LOCATION |
| | | | EXISTING LUMINAIRE |

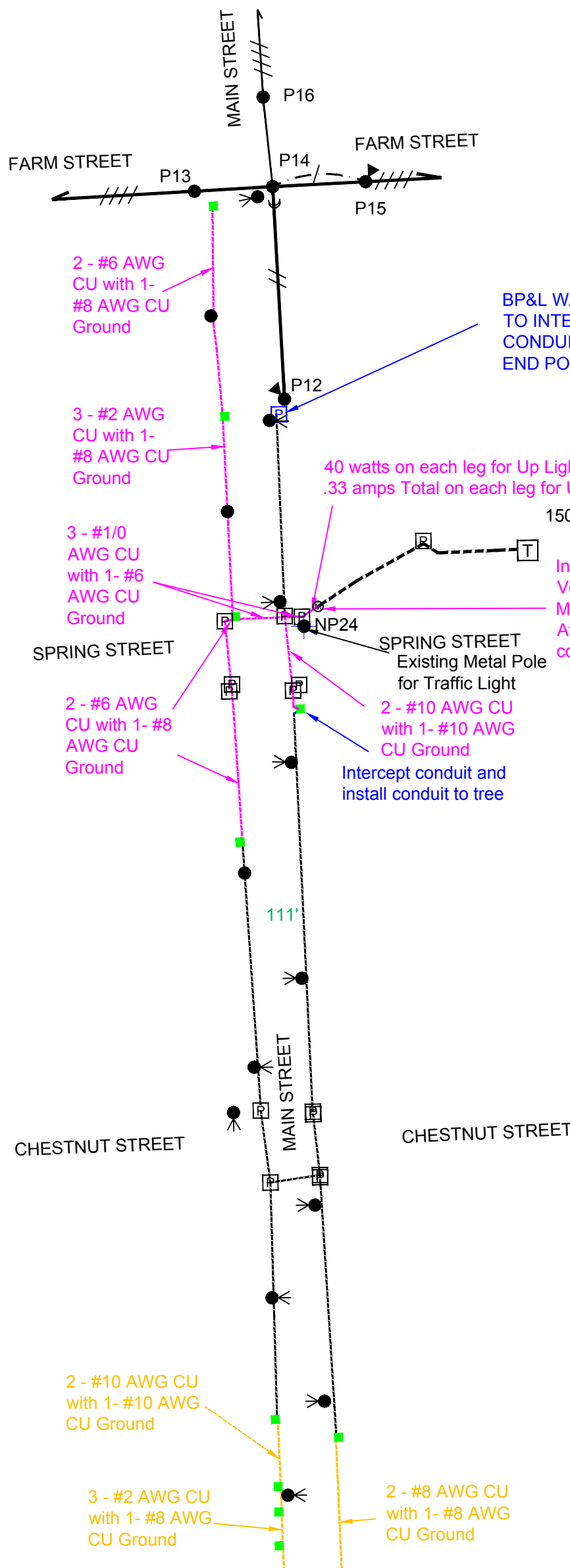
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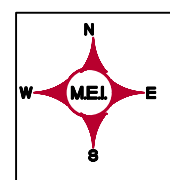
SCALE: 1" = 100'	DATE: 5-24-23	DWG NO. MEI-17081-2	SHEET NO. 2 OF 2
DRAWN BY: BML	JOB CODE: BPL-3-M.1	REV.	



BP&L WANTS TO PUT A PULL BOX HERE TO INTERCEPT EXISTING URD CONDUIT, THEY COULD NOT FIND THE END POINT GOING NORTH.

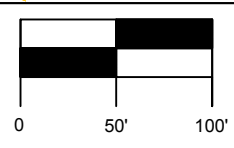
150 kva Padmount

Install 1- 100 amp 240 Volt breaker, Contactor Box, and Contactor with Mechanical Timer for Up Lighting. Attach Timer to contactor.



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|---|---|
| <ul style="list-style-type: none"> █ NORTH UP LIGHTING CIRCUIT █ MIDDLE UP LIGHTING CIRCUIT █ SOUTH UP LIGHTING CIRCUIT --- RETIRE SERVICE WIRE ▲ PROPOSED TRANSFORMER IN NEW LOCATION ● EXISTING POLE ○ PROPOSED POLE IN NEW LOCATION ● PROPOSED POLE IN EXISTING LOCATION ▲ EXISTING TRANSFORMER | <ul style="list-style-type: none"> ← EXISTING GUY LOCATION --- EXISTING SINGLE-PHASE OVERHEAD POWER LINE --- EXISTING THREE-PHASE OVERHEAD POWER LINE [P] PULL BOX [P] PROPOSED PULL BOX [T] PADMOUNT TRANSFORMER ■ TREE LOCATION ⊙ METER/BREAKER BOX ⊙ EXISTING ANTIQUE STREET LIGHT ⊙ PROPOSED METER IN NEW LOCATION < EXISTING LUMINAIRE |
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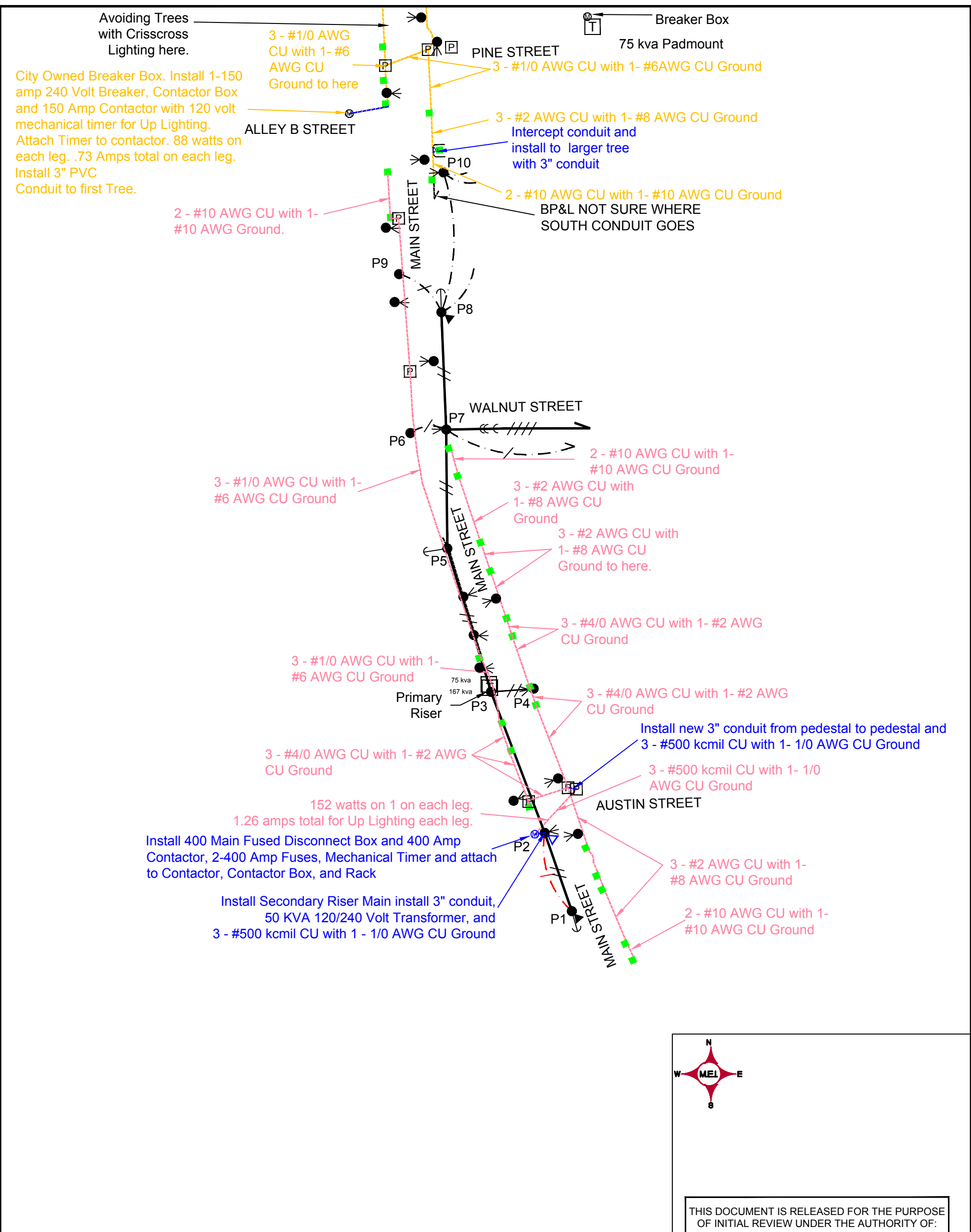
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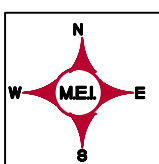


Avoiding Trees with Crisscross Lighting here.

City Owned Breaker Box. Install 1-150 amp 240 Volt Breaker, Contactor Box and 150 Amp Contactor with 120 volt mechanical timer for Up Lighting. Attach Timer to contactor. 88 watts on each leg. .73 Amps total on each leg. Install 3" PVC Conduit to first Tree.

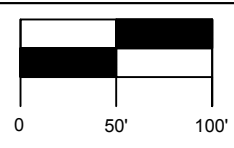
Install 400 Main Fused Disconnect Box and 400 Amp Contactor, 2-400 Amp Fuses, Mechanical Timer and attach to Contactor, Contactor Box, and Rack

Install Secondary Riser Main install 3" conduit, 50 KVA 120/240 Volt Transformer, and 3 - #500 kcmil CU with 1 - 1/0 AWG CU Ground



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DRAWN BY: BML	JOB CODE: BPL-3-M.1	REV.	



STAFF REPORT

MEETING DATE: November 13, 2023

AGENDA ITEM: 3K

TITLE:

Discussion and possible action on the Purchase Agreement executed on January 8, 2018, to sell a 9.525-acre parcel of property located at 108 South Jackson Street in the Bastrop Business Park to Bastrop County.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager & Interim Executive Director, Bastrop Economic Development Corporation

BACKGROUND/HISTORY:

BEDC's legal counsel was asked to review the 2018 purchase agreement between BEDC and Bastrop County. Their input has been received; official action by the Board is required to move forward.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Discuss the purchase agreement with legal counsel and take necessary action to move forward.

ATTACHMENTS:

Draft Resolution R-2023-0015
Agreement between BEDC and Bastrop County

A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMINATION OF CONTRACT RELATING TO THE SALE OF PROPERTY LOCATED IN THE BASTROP BUSINESS AND INDUSTRIAL PARK TO BASTROP COUNTY.

WHEREAS, the Bastrop Economic Development Corporation (sometimes "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 9.525-acre lot located at 108 S. Jackson Street, legally described as "Bastrop Business and Industrial Park, Phase 1, Block B, Lot 1-A (Re-plat of Block B & Lot 3A, Block D)" (the "Property"); and

WHEREAS, on January 10, 2018, the BEDC had entered into a Real Estate Purchase Contract (sometimes "Contract") with Bastrop County (sometimes "County") in order for the County to acquire the Property from the BEDC for future County development; and

WHEREAS, despite initial activity by the BEDC and the County, almost six years have passed with very little activity taken under the Contract, and with nearly all of the terms providing the very essence of the Contract remaining unrealized; and

WHEREAS, given this apparent abandonment of the Contract, the BEDC finds that terminating the Contract is in the best interests of the BEDC.

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

SECTION 1. That 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 termination of the Real Estate Purchase Contract with Bastrop County, and further authorizes the BEDC Chair to submit written notice of termination to Bastrop County.

SECTION 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED on this ____ day of _____ 2023 by the Board of Directors of the Bastrop Economic Development Corporation.

[SIGNATURE PAGE FOLLOWS]

BASTROP ECONOMIC
DEVELOPMENT CORPORATION

Ron Spencer, Board Chair

ATTEST:

, Board Secretary

APPROVED AS TO FORM:

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

DRAFT

Real Estate Purchase Contract

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in paragraph A.1., for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: Bastrop Economic Development Corporation

Address: Attn: Shawn Kirkpatrick
301 Hwy 71 W., Suite 214
Bastrop, Texas 78602

Phone: (512) 303-9700
Email: shawn@bastropedc.org

Type of entity: A Texas Municipal Development Corporation

Seller's Attorney: Habib H. Erkan Jr.

Address: Denton Navarro Rocha Bernal & Zech, P.C., 2517 N. Main Avenue,
San Antonio, Texas 78212

Phone: (210) 227-3243
Fax: (210) 225-4481
Email: habib.erkhan@rampage-sa.com

Seller's Broker: None

Buyer: Bastrop County, Texas

Address: Bastrop County
c/o County Judge Paul Pape
PO Box 579
Bastrop, TX 78602

Phone: (512) 332-7201
Fax: (512) 581-7103
Email: paul.pape@co.bastrop.tx.us

Type of entity: A Texas County Government

Seller: SAK Buyer: PK

Buyer's Attorney: Christine P. Files

Address: 702 Chestnut Street
Suite 105
Bastrop, TX 78602

Phone: (512) 303-4631
Fax: (512) 697-8461
Email: filescp@sbcglobal.net

Buyer's Broker: None

Property: The real property that is legally described as Bastrop Business and Industrial Park, Phase 1, Block B, Lot 1-A, Acres: 9.525, (Replat of BLK B & Lot 3A, BLK D) and assigned Property ID No. 79964 by Bastrop County Tax Appraiser.

Title Company: Independence Title

Address: Attn: Angie Kana, Escrow Officer
301 Hwy 71 West, Suite 106

Phone: (512) 303-2567
Fax: (512) 321-2558
Email: akana@independencetitle.com

Underwriter: To be determined by Title Company

Purchase Price: \$100,000.00

Earnest Money: \$500.00

Surveyor: Bowman Consulting Group, Ltd.

Survey Category: Category I-B, Texas Standard Survey

County for Performance: Bastrop County

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. **Earnest Money Deadline:** Buyer shall deposit earnest money with Title Company within three (3) business days of Buyer's execution of this Contract.

2. Delivery of Title Commitment: Twenty (20) days after the Effective Date. The Title Commitment shall be revised to show the Facility Easement, as described in the Special Conditions in Section D, and be delivered to Buyer within twenty (20) days of completion of the Facility.

3. Delivery of Survey: The survey shall be delivered ten (10) days after the Facility is completed.

4. Intentionally Omitted

5. Delivery of legible copies of instruments referenced in the Title Commitment, and Survey, thirty (30) days after the Effective Date.

6. Delivery of Title Objections: Fifteen (15) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.

7. Delivery of Seller's records as specified in Exhibit "C": Thirty (30) days after the Effective Date.

8. End of Inspection Period: Twenty (20) days after completion of the Facility.

9. Closing Date: Three (3) days after end of inspection period.

10. Closing Time: 2:00 p.m.

B. Closing Documents

1. At closing, Seller will deliver the following items:

- Warranty Deed, substantially in the same form as Exhibit "E".
- IRS Nonforeign Person Affidavit
- Evidence of Seller's authority to close this transaction
- Notices, statements, and certificates as specified in Exhibit "D"

2. At closing, Buyer will deliver the following items:

- Balance of Purchase Price
- Evidence of Buyer's authority to close this transaction
- Deceptive Trade Practices Act waiver

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of

Seller: SAK Buyer: RP

Texas) will be prepared using those forms.

C. Exhibits

The following are attached to and are a part of this contract:

- Exhibit A1 — Metes and bounds description of the Property
- Exhibit A2 — Subdivision plat description of the Property, without the Facility to be constructed as required by the Special Conditions herein.
- Exhibit B — Representations by Seller and Buyer
- Exhibit C — Seller’s Records
- Exhibit D — Notices, Statements, and Certificates
- Exhibit E — Form of the Warranty Deed
- Exhibit F — Detention Benefitted Tracts

D. Purchase and Sale of Property

1. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property, subject to the Special Conditions and Disclaimers set out in this Section D.

2. Special Conditions. Before the Closing Date, Seller shall cause to be constructed on the property a Regional Storm Water Detention Facility (the “Facility”), which shall serve to provide storm water drainage retention or detention for the Property; other properties located within the Bastrop Business and Industrial Park; and other properties owned by Buyer that and adjoin the Bastrop Business and Industrial Park. It is the intent of the parties that operation and maintenances of the Facility be memorialized by separate instrument; and, that these Special Conditions shall control until such separate instrument is executed by Seller and Buyer. In that regard, it is agreed that these Special Conditions shall survive the closing on this contract; and shall continue until terminated by separate instrument executed by both Seller and Buyer. Until such termination, the construction and operation of the Facility, and the closing on this contract, shall be subject to the following:

a. Location: It is the intent of the parties that the Facility shall be constructed on the Property at such location that is mutually beneficial to the parties with reasonable consideration given to minimize interference with Buyer’s intended use and maximizing the facility’s effectiveness to provide regional storm water retention or detention. Seller and Buyer shall negotiate in good faith to achieve this objective; and

b. Size: The surface area of the Facility shall not exceed 2.0 acres.

Seller: SAK Buyer: PP

c. Purpose: The Facility shall provide storm water drainage detention or retention for the Property as described in **Exhibit "F"**.

d. Construction: All costs associated with the design and construction of the Facility shall be incurred by Seller.

e. Construction prerequisite to Closing. Notwithstanding any provision in this contract to the contrary, closing on the sale of the Property contemplated by this contract shall not occur until the construction of the Facility is complete; and Seller promises to use its best efforts to complete construction of the Facility on or before September 30, 2018, but in the event that the Facility is not completed by such date Buyer's sole remedy is to terminate this Contract, in which case neither party shall have any further obligation to the other under this contract.

f. Maintenance and repair. After completion of the construction of the Facility the responsibility and all costs associated with the Facility's maintenance and repair shall be borne by Buyer.

g. Waiver of Property Owner Assessments. In addition to the consideration stated in this contract, Seller agrees, in exchange for Buyer's promise to be responsible for continued maintenance and repair of the Facility, Buyer shall never be liable for any assessment made on properties within the Bastrop Business and Industrial Park by the Bastrop Business and Industrial Park Property Owners Association, when same is established.

h. Facility Easement. At closing the Property shall be conveyed to Buyer with the reservation of an easement by Seller covering the area on which the Facility is located and allowing for ingress and egress thereto by Seller.

3. Disclaimer regarding Representations and Warranties of Seller. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT BUYER PRIOR TO THE CLOSING DATE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. BUYER ACKNOWLEDGES THAT IT IS FULLY RELYING ON BUYER'S (OR BUYER'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY SELLER OR ANY OF SELLER'S REPRESENTATIVES. BUYER ACKNOWLEDGES THAT BUYER HAS (OR BUYER'S REPRESENTATIVES HAVE), OR PRIOR TO THE DATE WILL HAVE, THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE

CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY). BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE ANY AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS RESPECT TO (A) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, (B) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE THAT MAY EFFECT THE PROPERTY, (C) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (D) THE INCOME TO BE DERIVED FROM OR THE EXPENSES GENERATED BY THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY FOR ITS OPERATION WITH ANY LAWS, RULES. ORDINANCE (INCLUDING ZONING ORDINANCE, IF ANY) OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (G) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, REPRESENTATIONS REGARDING ANY HAZARDOUS SUBSTANCE OR TOXIC MATERIALS (INCLUDING ANY ASBESTOS, UNDERGROUND STORAGE TANKS OR ANY OTHER SUBSTANCE WHICH IS PROHIBITED BY STATE OR FEDERAL LAW), OR SOLID WASTE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED AND REGULATIONS PROMULGATED THEREUNDER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, BUYER HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS AND ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF

Page 6 of 35

Seller: SAK Buyer: PP

ACTION, DEMANDS, RIGHTS, DAMAGES, LIABILITIES, COST AND EXPENSES WHATSOEVER (INCLUDING COURT COSTS AND ATTORNEY'S FEES), DIRECT OR INDIRECT, KNOWN OR UNKNOWN, OR FORESEEN OR UNFORESEEN, WHICH BUYER NOW HAS OR WHICH MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR IN CONNECTION WITH THE PHYSICAL CONDITIONS OF THE PROPERTY OR ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY APPLICABLE THERETO. The above provision will appear in the Deed.

4. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will become part of the Earnest Money.

F. Title and Survey

1. **Review of Title.** The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. **Title Commitment; Title Policy.** "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. **Survey.** "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Seller, Buyer, and Title Company, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. Intentionally deleted.

5. **Delivery of Title Commitment, Survey, and Legible Copies.** Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2.;

Seller: SAK Buyer: PP

and Seller shall deliver legible copies of the instruments referenced in the Title Commitment, by the deadline stated in paragraph A.5.

6. **Title Objections.** Buyer has until the deadline stated in paragraph A.6. (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey, and Title Commitment, to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. **Review of Seller’s Records.** Seller will deliver to Buyer copies of Seller’s records specified in Exhibit C, or otherwise make those records available for Buyer’s review, by the deadline stated in paragraph A.7.

2. **Entry onto the Property.** Buyer may enter the Property before closing to inspect it at Buyer’s cost, and Buyer’s consulting engineer, its agents and subcontractors, may enter unto the Property subject to the following:

- a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.
- b. Buyer may not interfere in any material manner with existing operations or occupants of the Property.
- c. Buyer must notify Seller in advance of Buyer’s plans to conduct tests so that Seller may be present during the tests.
- d. If the Property is physically altered because of Buyer’s inspections, Buyer must return the Property to its preinspection condition promptly after the

Seller: SAK Buyer: PP

alteration occurs.

- e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three days after their preparation or receipt.
- f. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. **Environmental Assessment.** Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. **Buyer's Right to Terminate.** Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

5. **Buyer's Indemnity and Release of Seller**

- a. **Indemnity.** Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and closing.
- b. **Release.** Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. **Maintenance and Operation.** Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; and (c) comply with all contracts, laws, and governmental regulations affecting the Property. Until the end of the

Seller: SAK Buyer: AP

Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent.

2. **Casualty Damage.** Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). The Purchase Price will be reduced by the cost to repair the casualty damage.

3. **Condemnation.** Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

4. **Claims; Hearings.** Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before closing that involves or directly affects the Property.

5. **Cooperation.** Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **No Recording.** Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. **Disposition of Earnest Money after Termination**

- a. **To Buyer.** If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five (5) days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.
- b. **To Seller.** If Seller terminates this contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five (5) days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. **Duties after Termination.** If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

1. **Closing.** This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. **Closing Documents. Title Company Documents.** The parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. **Payment of Purchase Price.** Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract. The Earnest Money will be applied to the Purchase Price.
- c. **Disbursement of Funds; Recording; Copies.** Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. **Delivery of Originals.** Seller will deliver to Buyer the originals of Seller's Records.

- e. **Possession.** Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. **Transaction Costs**

- a. **Seller's Costs.** Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; [include if applicable: Title Company's inspection fee to delete from the Title Policy the customary exception for rights of parties in possession;] the costs to obtain the [Survey, UCC Search, and] certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.5. and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.
- b. **Buyer's Costs.** Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; [include if applicable: the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes;] the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses.
- c. **Ad Valorem Taxes.** Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as a credit to the Purchase Price. Buyer assumes the obligation to pay, and shall pay in full, such taxes before delinquency. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty (30) days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes (including any

Seller: SAK Buyer: AP

penalties, interest, and attorney's fees) due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:

- i. If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.
- ii. If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. **Income and Expenses.** Except as provided in the paragraph immediately above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.
- e. **Post-closing Adjustments.** If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.
- f. **Brokers' Commissions.** Neither Buyer nor Seller has engaged a Broker in regard to this transaction. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not.

3. **Issuance of Title Policy.** Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. **Seller's Default; Remedies before Closing.** If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of

Seller: SAK Buyer: JP

the Effective Date or on the Closing Date (“Seller’s Default”), Buyer may elect either of the following as its sole and exclusive remedy before closing:

- a. **Termination; Liquidated Damages.** Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer. Unless Seller’s Default relates to the untruth or incorrectness of Seller’s representations for reasons not reasonably within Seller’s control, if Seller’s Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer’s actual out-of-pocket expenses incurred to investigate the Property after the Effective Date (“Buyer’s Expenses”), within ten (10) days after Seller’s receipt of an invoice from Buyer stating the amount of Buyer’s Expenses accompanied by reasonable evidence of Buyer’s Expenses.
- b. **Specific Performance.** Unless Seller’s Default relates to the untruth or incorrectness of Seller’s representations for reasons not reasonably within Seller’s control, Buyer may enforce specific performance of Seller’s obligations under this contract, but any such action must be initiated, if at all, within ninety (90) days after the breach or alleged breach of this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. **Seller’s Default; Remedies after Closing.** If Seller’s representations are not true and correct at closing for reasons reasonably within Seller’s control and Buyer does not become aware of the untruth or incorrectness until after closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

3. **Buyer’s Default; Remedies before Closing.** If Buyer fails to perform any of its obligations under this contract (“Buyer’s Default”), Seller may terminate this contract by giving notice to Buyer on or before closing and have the Earnest Money paid to Seller. If Buyer’s Default occurs after Seller has incurred costs to perform its obligations under this contract and Seller terminates this contract in accordance with the previous sentence, Buyer will also reimburse Seller for the lesser of Seller’s actual out-of-pocket expenses incurred after the Effective Date to perform its obligations under this contract (“Seller’s Expenses”) within ten (10) days after Buyer’s receipt of an invoice from Seller stating the amount of Seller’s Expenses accompanied by reasonable evidence of Seller’s Expenses. The foregoing constitutes Seller’s sole and exclusive remedies for a default by Buyer before closing.

Seller: SAK Buyer: PP

4. **Buyer's Default; Remedies after Closing.** If Buyer fails to perform any of its obligations under this contract that survive closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

5. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that Buyer's Liquidated Damages or the Earnest Money are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

6. **Attorney's Fees.** If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or national holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or national holiday. Notice may not be given by e-mail. Any address for notice may be changed by not less than ten (10) days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

2. **Entire Agreement.** This contract, its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer that are not in those documents.

3. **Amendment.** This contract may be amended only by an instrument in writing signed by the parties.

4. **Prohibition of Assignment.** Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. **Survival.** The provisions of this contract that expressly survive termination or closing and other obligations of this contract that cannot be performed before termination of this contract or before closing survive termination of this contract or closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control.

6. **Choice of Law; Venue.** This contract is to be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance.

7. **Waiver of Default.** Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

12. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

13. **Confidentiality.** This contract, this transaction, and all information learned in the course of this transaction shall be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction. Remedies for violations of this provision are limited to injunctions and no damages or rescission may be sought or recovered as a result of any such violations.

14. **Binding Effect.** This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER:

Bastrop Economic Development Corporation

By: MAK

Name: Shawn A Kirkpatrick

Title: Executive Director

Date: 12/14/2017

BUYER:

Bastrop County, Texas

By: Paul Pape

Name: Paul Pape

Title: County Judge

Date: 1-8-18

Title Company acknowledges receipt of Earnest Money in the amount of \$500.00 and a copy of this contract executed by both Buyer and Seller.

TITLE COMPANY:

Independence Title

By Carl Hester for Angie Kan

Name: Independence Title

301 Highway 71 West, Suite 106

Title: Bastrop, TX 78602

Date: 1/10/18

Seller: SAK Buyer: PK

**Real Estate Sales Contract Exhibit A1
Metes and Bounds Description of the Land**

Bastrop Business And Industrial Park, Phase 1, BLOCK B, Lot 1-A, ACRES 9.525,
(REPLAT OF BLK B & LOT 3A, BLK D)

**Real Estate Sales Contract Exhibit A2
Subdivision Plat**

**Real Estate Sales Contract Exhibit B
Representations; Environmental Matters**

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller is a Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.

2. *Litigation.* Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

3. *Violation of Laws.* Seller has not received written notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

4. *Licenses, Permits, and Approvals.* Seller has not received written notice that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received written notice of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

6. *No Other Obligation to Sell the Property or Restriction against Sale.* Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

Seller: SAK Buyer: PP

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

9. *No Warranty.* Seller has made no warranty in connection with this contract.

B. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Buyer is a Home Rule Municipal Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Buyer.

Seller: SAK Buyer: RP

**Real Estate Sales Contract Exhibit C
Seller's Records**

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.7

Governmental

- Governmental licenses, certificates, permits, and approvals
- Tax statements for the current year and the last three years
- Notices of appraised value for the current year and the last three years
- Records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- Records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- Soil reports
- Environmental reports and other information regarding the environmental condition of the Property
- Water rights
- Engineering reports
- Prior surveys
- Site plans

Licenses, Agreements, and Encumbrances

All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located.

Real Estate Sales Contract Exhibit D

A. All Real Property Transaction Notices

1. *Storage Tanks Disclosure Provider.* Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.

2. *Notice to Purchaser Regarding Restrictive Covenants.* Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.

3. *Notice Regarding Possible Liability for Additional Taxes.* Notice of additional tax liability for vacant land that has been subject to a special tax appraisal method, described in section 5.010 of the Texas Property Code.

4. *Notice Regarding Possible Annexation.* Notice concerning the sale of property located outside the limits of a municipality that may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code.

5. *Notice for Unimproved Property in a Certificated Service Area of a Utility Service Provider.* Notice for property in a certificated service area of a utility service provider, described in section 13.257 of the Texas Water Code.

Real Estate Sales Contract Exhibit E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDING IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

Effective Date: _____

Grantor: BASTROP ECONOMIC DEVELOPMENT CORPORATION

Grantor's Address: 301 Hwy 71 W., Suite 214
Bastrop, Bastrop County, Texas 78602

Grantee: BASTROP COUNTY

Grantee's Address: c/o County Judge Paul Pape
PO Box 579
Bastrop, TX 78602

Consideration: For the sum of ONE DOLLAR AND NO/100 (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Grantor.

Property(s): All of the real property comprised of BASTROP BUSINESS AND INDUSTRIAL PARK, _____ recorded in Plat Cabinet ____, Page _____ of the Plat Records of Bastrop County, Texas; being more particularly described by the field notes and survey Exhibits "A" and "B" attached hereto and made a part hereof by reference for all purposes.

Seller: SAK **Buyer:** JP

Reservations from Conveyance: Grantor reserves for itself and its assigns forever an easement, as shown on Exhibits "C" attached hereto and made a part hereof by reference for all purposes described in the Regional Storm Water Detention Facility Agreement recorded in _____.

Exceptions to Conveyance: This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, reservations, setback lines and easements, if any, now outstanding and of record in Bastrop County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described Property(s).

DISCLAIMER OF WARRANTIES: GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT GRANTEE PRIOR TO THE DATE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. GRANTEE ACKNOWLEDGES THAT IT IS FULLY RELYING ON GRANTEE'S (OR GRANTEE'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY GRANTOR OR ANY OF GRANTOR'S REPRESENTATIVES. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS (OR GRANTEE'S REPRESENTATIVES HAVE), THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY). GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE ANY AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS RESPECT TO (A) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, (B) THE NATURE AND EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE THAT MAY EFFECT THE PROPERTY, (C) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (D) THE INCOME TO BE DERIVED FROM OR THE EXPENSES GENERATED BY THE PROPERTY, (E) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE PROPERTY FOR ITS OPERATION WITH ANY LAWS, RULES. ORDINANCE (INCLUDING ZONING ORDINANCE, IF ANY) OR REGULATIONS OF ANY APPLICABLE

Seller: SAK Buyer: PP

GOVERNMENTAL AUTHORITY OR BODY, (G) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, REPRESENTATIONS REGARDING ANY HAZARDOUS SUBSTANCE OR TOXIC MATERIALS (INCLUDING ANY ASBESTOS, UNDERGROUND STORAGE TANKS OR ANY OTHER SUBSTANCE WHICH IS PROHIBITED BY STATE OR FEDERAL LAW), OR SOLID WASTE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, GRANTEE HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES, AGENTS AND ANY OTHER PERSON ACTING ON BEHALF OF GRANTOR, OF AND FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, LIABILITIES, COST AND EXPENSES WHATSOEVER (INCLUDING COURT COSTS AND ATTORNEY'S FEES), DIRECT OR INDIRECT, KNOWN OR UNKNOWN, OR FORESEEN OR UNFORESEEN, WHICH GRANTEE NOW HAS OR WHICH MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR IN CONNECTION WITH THE PHYSICAL CONDITIONS OF THE PROPERTY OR ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY APPLICABLE THERETO.

Grant of Property: Grantor, for the Consideration and subject to the Reservations from, and Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, **TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the Grantee and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Seller: SAK Buyer: PP

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date set out above.

**GRANTOR:
BASTROP ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: _____

Title: _____

Acknowledgment

STATE OF TEXAS X
COUNTY OF BASTROP X

This information was acknowledged before me on this ____ day of _____, 2017, by _____, _____ for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said corporation.

Notary Public, State of Texas

**ACCEPTED BY GRANTEE:
BASTROP COUNTY**

By: _____

Name: _____

Title: _____

STATE OF TEXAS X
COUNTY OF BASTROP X

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ as _____ of Bastrop County.

Notary Public, State of Texas

Seller: SAK Buyer: RP

The preparer of this document has made no investigation of the following matters: The accuracy of the legal description used herein. Whether or not the Grantor is the correct owner of the property. Whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor. Any title matters whatsoever.

PREPARED IN THE LAW OFFICE OF:

DENTON NAVARRO ROCHA BERNAL
AND ZECH P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

AFTER RECORDING RETURN TO:

DIRECTOR OF ECONOMIC DEVELOPMENT
Bastrop EDC
301 Hwy 71 W., Suite 214
Bastrop, Texas 78602

Seller: SAK Buyer: PP

Warranty Deed Exhibit A
Metes and Bounds Description of the Land

**Warranty Deed Exhibit B
Survey Description of the Land**

Seller: SAK Buyer: PP

**Warranty Deed Exhibit C
Regional Storm Water Detention Facility Easement**

Seller: SAK Buyer: PP

**Warranty Deed Exhibit D
Notices, Statements, and Certificates**

**Warranty Deed Exhibit E
Form of Warranty Deed**

**Exhibit F
Detention Benefitted Tracts**

Bastrop Business and Industrial Park, Phase 1, BLOCK D, Lot 1A, ACRES 10.523, (REPLAT OF LOT 1, BLK D OF THE REPLAT OF RESERVE AREAS "A" & "B" & LOT 2, BLK F)

Bastrop Business and Industrial Park, Phase 1, BLOCK B, Lot 1-A, ACRES 9.525, (REPLAT OF BLK B & LOT 3A, BLK D)

Bastrop Business and Industrial Park, Phase 1, BLOCK B, Lot 3-A, ACRES 4.998, (REPLAT OF BLK B & LOT 3A, BLK D)

BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK B, LOT 2, ACRES 6.1910

BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK A, LOT 2, ACRES 7.7080

BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK A, LOT 3, ACRES 6.0000

Bastrop Business and Industrial Park, Phase 1, BLOCK A, Lot 1 (FR), ACRES 78.128

BUILDING BLOCK 93 E W ST, ACRES 2.546

BUILDING BLOCK 92 E W ST, ACRES 2.5507

BUILDING BLOCK 91 E W ST, ACRES 2.5507

Building Blocks 100 (EMS), 101 (EMS) & MILL ST., Lot 1, ACRES 4.605, (BASTROP COUNTY COMPLEX PD)

Building Block, BLOCK 61 E W ST, ACRES 1.594

BUILDING BLOCK 61 E W ST, ACRES 0.24

BUILDING BLOCK 80 E W ST, ACRES 0.450

BUILDING BLOCK 80 E W ST, ACRES 2.0894

BUILDING BLOCK, BLOCK 81 E W ST, LOT 1, ACRES 1.6220 (Bastrop Central Appraisal District)

BUILDING BLOCK 81 E W ST, ACRES 0.9370