

**NOTICE OF MEETING OF BOARD OF DIRECTORS OF  
BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)  
Monday, May 17, 2021 – 5:00 P.M.  
Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

**1. CALL TO ORDER**

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

**3. REGULAR BUSINESS & PRESENTATIONS**

- 3.1. Approval of meeting minutes from the Regular Board Meeting of April 19, 2021. **(pg 3)**
- 3.2. Acceptance of financial report provided by City of Bastrop’s Chief Financial Officer for period ending April 2021. **(page 6)**
- 3.3. Discussion and possible action on Resolution R-2021-0008 authorizing the execution of a Professional Services Agreement with Corix Utilities to perform a wastewater study in Bastrop’s extraterritorial jurisdiction (ETJ). **(page 14)**
- 3.4. Discussion and possible action on an update about the MLK/Technology Drive Extension Project. **(page 29)**
- 3.5. Discussion and possible action on an update about the Downtown Trail Expansion Project (River Loop Trail Project). **(page 33)**
- 3.6. Discussion and possible action on the purchase, exchange, lease, or value of real property regarding the building located at 921 Main Street and lease by the Art Institute. **(page 35)**
- 3.7. Discussion and possible action on The Art Institute’s reimbursement to BEDC for tenant improvements on 921 Main Street. **(page 36)**
- 3.8. Discussion and consideration on the ratification of employment agreement with interim director. **(page 37)**
- 3.9. Receive updates from BEDC ad hoc committees. **(page 38)**
- 3.10. Receive updates from BEDC staff. **(page 39)**

**4. EXECUTIVE SESSION**

- 4.1. The Bastrop EDC Board of Directors will meet in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:
  - (1) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on Projects – Gravity; Super Glue; Dashboard; Fiesta; Swipe; Walk of Fame; and MLK/Technology Extension Project and adjoining tracts.

- (2) **Section 551.071** Consultation with Attorney and **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property regarding the Art Institute's lease and amendment; 921 Main Street building.
- (3) **Section 551.071** Consultation with Attorney regarding potential claims by former Chief Executive Officer Cameron Cox.
- (4) **Section 551.074** Personnel Matters – Discussion on Chief Executive Officer Position.

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

## 5. ADJOURNMENT

### CERTIFICATE

I, Angela Ryan, Operations Manager of the Bastrop Economic Development Corporation (Bastrop EDC), certify that this Notice of Meeting was posted at Bastrop City Hall, 1311 Chestnut Street, and on the Bastrop EDC's website on this the 13th of May 2021 at 5:00 p.m. Copies of this agenda have been provided to those members of the media requesting such information.

Angela Ryan

Angela Ryan, BEDC Operations Manager

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



**Agenda Item: 3.1**

**AGENDA MEMORANDUM**

Meeting Date: May 17, 2021

Agenda Item: Approval of meeting minutes from the Bastrop EDC Regular Board Meeting of April 19, 2021.

Prepared by: BEDC Staff

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Attached for the Board's review are the meeting minutes from the board meeting of April 19, 2021.

Attachments:

Draft minutes from the Regular Board Meeting of April 19, 2021

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**Recommendation** – Approve the meeting minutes as submitted.

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



**BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC)**  
**BOARD OF DIRECTORS**  
**Minutes of Monthly Meeting, April 19, 2021**  
**Bastrop City Hall, 1311 Chestnut Street, Bastrop, Texas**

The Bastrop Economic Development Corporation (BEDC) met on Monday, April 19, 2021, at 5:00 p.m. for a Regular Board Meeting, at Bastrop City Hall, 1311 Chestnut Street. Board members present: Kevin Plunkett, Connie Schroeder, Sam Kier, Bill Gossett, Ron Spencer, and Charles Washington. Board Chair Kathryn Nash was absent. Staff members present: Angela Ryan and Jean Riemenschneider. BEDC Attorney Charlie Zech was also present.

**1. CALL TO ORDER** – Board Vice Chair Kevin Plunkett called the meeting to order at 5:00 p.m.

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

**3. REGULAR BUSINESS & PRESENTATIONS**

- 3.1. Approval of meeting minutes from the Special Board Meeting of March 11, 2021, and the Regular Board Meeting of March 22, 2021. Mr. Gossett made the motion to approve both sets of minutes as submitted, Mr. Spencer seconded, and the motion passed.
- 3.2. Acceptance of financial report provided by City of Bastrop's Chief Financial Officer for period ending March 2021. Mr. Kier made the motion to the financial report as submitted, Mr. Spencer seconded, and the motion passed.
- 3.3. Receive the Comprehensive Annual Financial Report for period ending September 30, 2020, presented by the City of Bastrop's Chief Financial Officer. No action required.
- 3.4. Discussion and possible action on Resolution R-2021-0007 authorizing the execution of a Professional Services Agreement with Terracon to perform a Geotechnical Study and Phase I Environmental Study for the southern portion of the Bastrop Business and Industrial Park. Mr. Spencer made the motion to approve the resolution in the amount of \$28,000. Mr. Kier seconded, and the motion passed.
- 3.5. Discussion and possible action on Resolution R-2021-0008 authorizing the execution of a Professional Services Agreement with Corix Utilities to perform a wastewater study in Bastrop's extraterritorial jurisdiction (ETJ). No action was taken at this time.
- 3.6. Discussion and possible action on an update about the MLK/Technology Drive Extension Project. Bowman Consulting updated the Board. No action was required at this time.
- 3.7. Discussion and possible action on an update about the Downtown Trail Expansion Project (River Loop Trail Project). Bowman Consulting updated the Board. No action was required at this time.
- 3.8. Receive updates from BEDC ad hoc committees. Mr. Plunkett gave an update from the communications committee. Mr. Spencer and Mr. Gossett gave an update from the projects committee.
- 3.9. Discussion and possible action on authorizing a BEDC board or staff member to hire an office manager for the BEDC office. Mr. Washington requested that the item be addressed in Executive Session.



#### 4. EXECUTIVE SESSION

4.1. At 6:11 p.m., the Bastrop EDC Board of Directors met in a closed/executive session pursuant to the Texas Government Code, Chapter 551, to discuss the following:

- (1) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received on Projects – Gravity; Super Glue; Dashboard; Fiesta; Swipe; Jump Start; and MLK/Technology Extension Project and adjoining tracts.
- (2) **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property received property owned by BEDC, more particularly described as the 7.23 acres with legal description of A2 AUSTIN, STEPHEN F., ACRES 7.2340.
- (3) **Section 551.071** Consultation with Attorney and **Sections 551.072 & 551.087** Deliberation regarding the commercial or financial information, as well as the purchase, exchange, lease, or value of real property regarding the Art Institute's lease and amendment; 921 Main Street building.
- (4) **Section 551.074** Personnel Matters – Discussion on Interim Chief Executive Officer Position.
- (5) **Section 551.074** Personnel Matters – Discussion on Chief Executive Officer Position.
- (6) **Section 551.074** Personnel Matters – Discussion on Officer Manager Position.

4.2. At 7:55 p.m., the BEDC Board of Directors reconvened into open session to discuss, consider and/or take any action necessary related to the executive sessions noted herein. There was no action taken.

5. **ADJOURNMENT** – Ms. Schroeder made the motion to adjourn the meeting and Mr. Spencer seconded. The board meeting was adjourned at 7:56 p.m.



**Agenda Item: 3.2**

**AGENDA MEMORANDUM**

Meeting Date: May 17, 2021

Agenda Item: Acceptance of April 2021 financial report provided by City of Bastrop’s Chief Financial Officer.

Prepared by: Tracy Waldron, City of Bastrop CFO

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Attached for the Board’s review and consideration is the BEDC financial summary report for the period ending April 2021.

Attachment:  
April 2021 Financial Report

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**Recommendation** – Accept the financial summary report as submitted.

**[RECOMMENDED MOTION]** – I move to accept the April 2021 BEDC financial report as submitted.



# Bastrop Economic Development Corporation

Financial Summary  
For Period Ending  
April 2021

**bastrop**

**E D C**





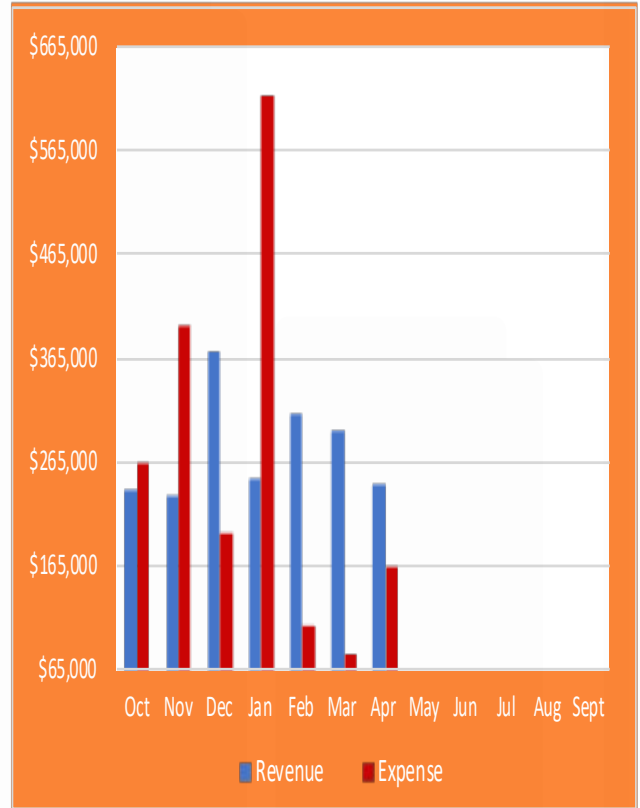
# Summary of Revenues and Expenditures

## As of April 30, 2021

### OVERALL FUND PERFORMANCE

#### REVENUES VS EXPENSES

Month	FY2021 Revenue	FY2021 Expense	Monthly Variance
Oct	\$ 235,414	\$ 264,145	\$ (28,731)
Nov	229,727	396,078	\$ (166,351)
Dec	367,034	195,297	\$ 171,737
Jan	245,860	615,651	\$ (369,791)
Feb	307,909	106,755	\$ 201,154
Mar	292,659	80,764	\$ 211,895
Apr	241,508	163,330	\$ 78,178
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
<b>Total</b>	<b>\$ 1,920,111</b>	<b>\$ 1,822,020</b>	<b>\$ 98,091</b>



Positive

October was adjusted by the last draw from the Roscoe Bank loan for 921 Main St. project of \$120,000 which was reclassified to the loan liability account. The expenses are lower now that the capital projects are completed. The March revenue includes \$56,250 in 921 rental revenue that cover Jan-March rent payments.

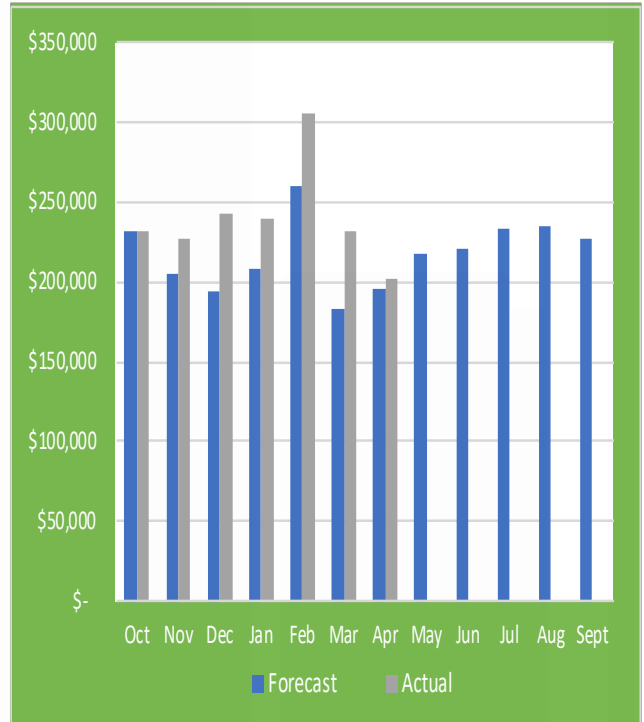
# Summary of Sales Tax Revenue

## As of April 30, 2021

### REVENUE ANALYSIS

#### SALES TAX REVENUE

<u>Month</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 232,480	\$ 232,437	\$ (43)
Nov	205,073	227,506	\$ 22,433
Dec	193,970	242,312	\$ 48,342
Jan	208,509	239,340	\$ 30,831
Feb	260,635	304,769	\$ 44,134
Mar	182,444	231,987	\$ 49,543
Apr	195,478	202,420	\$ 6,942
May	217,404		
Jun	221,541		
Jul	232,748		
Aug	234,572		
Sept	226,346		
<b>Total</b>	<b>\$ 2,611,200</b>	<b>\$ 1,680,771</b>	<b>\$ 202,182</b>
Forecast YTD	\$ 1,478,589		
Actual to Forecast	\$ 202,182	13.7%	



### Positive

Sales Tax revenue is 89% of total revenue (excluding grant proceeds). The amount in Oct. and Nov. are estimated due to the timing of receiving the payments. The State Comptroller has a two month lag between month earned and month distributed. The Actual to forecast year to date is a positive 14%. This budget was conservative due to the volatility of this revenue source.

# Expenditures Budget to Actual Comparison

## As of April 30, 2021

### OPERATING EXPENDITURES COMPARISON

<u>Category</u>	<u>FY2021 Forecast</u>	<u>FY2021 Actual</u>	<u>Monthly Variance</u>
Personnel	\$ 251,484	\$ 233,516	\$ 17,968
Supplies & Material	6,977	504	\$ 6,473
Maintenance & Repairs	9,400	3,500	\$ 5,900
Occupancy	34,200	32,003	\$ 2,197
Contractual Service	240,415	146,945	\$ 93,470
Marketing/Advertising	1,097,585	657,391	\$ 440,194
Contingency	-	-	\$ -
Debt Service	<u>126,402</u>	<u>125,070</u>	<u>\$ 1,332</u>
<b>Total</b>	<b>\$ 1,766,463</b>	<b>\$ 1,198,929</b>	<b>\$ 567,534</b>

Forecast to Actual % 32.13%

Positive

The forecast to actual comparison is a positive 32% year-to-date.

# Expenditures Budget to Actual Comparison

## As of April 30, 2021

### CAPITAL OUTLAY PROJECTS

<u>Project</u>	<u>FY2021 Budget</u>	<u>FY2021 Actual</u>	<u>Budget Balance</u>
<b>Trail System Downtown loop</b> (only engineering and permitting expenses so far)	\$ 43,000	\$ -	\$ 43,000
<b>Bus. Ind. Park-Tech/MLK Infra*</b> (only engineering expenses so far)	1,132,000	-	\$ 1,132,000
<b>921 Main St. Project</b> Engineering & Constr	630,000	623,092	\$ 6,908
<b>Real Property</b> This was for the grant proj that was replaced by the Gummy bear project	-	-	\$ -
<b>Total</b>	<b>\$ 1,805,000</b>	<b>\$ 623,092</b>	<b>\$ 1,181,908</b>

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

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

Working Capital 9-30-2020 Audited	\$	4,867,763
 <b>FY 2020-2021</b>		
Budgeted		
Revenues	\$	<u>3,953,570</u>
Total FY 2021 Resources	\$	8,821,333
 Budgeted Expenditures:		
Operating Expenses	\$	(2,199,084)
Capital Expenses	\$	(2,475,000)
Debt Service	\$	<u>(447,012)</u>
	\$	(5,243,899)
 Projected Working Capital Balance 09-30-2021		
	\$	3,577,434
 Reserve 25% of Operating Expense		
	\$	549,771

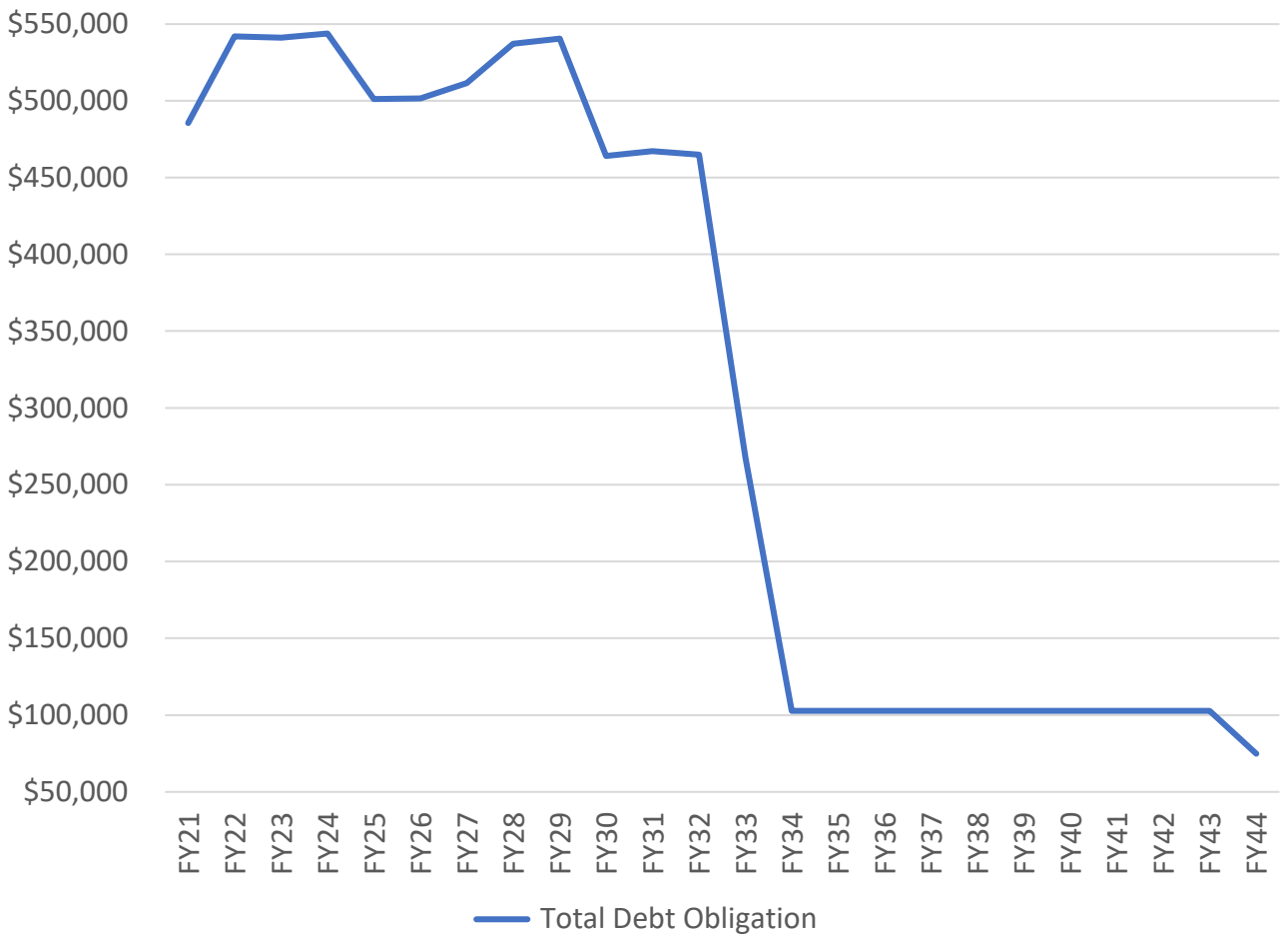
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# Debt Obligation As of 10/01/2020

### Total Debt Obligation



## Agenda Item: 3.3

# AGENDA MEMORANDUM

Meeting Date: May 17, 2021

Agenda Item: Discussion and possible action on Resolution R-2021-0008 approving a Professional Services Agreement with Corix Utilities to perform a wastewater study in Bastrop's extraterritorial jurisdiction (ETJ).

Prepared by: BEDC Staff

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At the board meeting on November 16, 2020, the Board approved entering into a Professional Services Agreement (PSA) with Corix via Resolution-R-2020-0030. The CEO was authorized to sign the PSA after it was approved by the BEDC attorney.

At the board meeting on April 19, 2021, the Board reviewed and discussed a draft agreement with Corix. There were questions that could not be answered at the time, such as details regarding the Living Unit Equivalent (LUE) reimbursement.

Representatives from Corix are scheduled to attend the meeting to answer any questions.

NOTE: The appropriate exhibits will be added to the agreement once it is approved by the BEDC Board.

Attachments:

Draft Resolution

Draft Professional Services Agreement

Map of Study Area

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**Recommendation** – Approve Resolution R-2021-0008 as submitted.

**[RECOMMENDED MOTION]** – I move to approve Resolution R-2021-0008 as submitted.



**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CORIX UTILITIES TO PERFORM A WASTEWATER STUDY IN BASTROP'S EXTRATERRITORIAL JURISDICTION (ETJ); AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; 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**, to fulfill its public purpose in attracting qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a utilities company to assist the BEDC in determining the long-term needs for sewer and wastewater in the City of Bastrop's extraterritorial jurisdiction ("ETJ"); and

**WHEREAS**, Corix Utilities ("Corix") maintains and possesses the sewer and wastewater certificate of convenience and necessity (CCN) that is exclusively within the City of Bastrop's Area A ETJ and abuts directly to the City of Bastrop's sewer and wastewater CCN; and

**WHEREAS**, the BEDC Board of Directors approved performing a wastewater study in the ETJ via Resolution R-2020-0030 on November 16, 2020; and

**WHEREAS**, pursuant to Texas Local Government Code Sec. 501.103 a "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises related to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; and

**WHEREAS**, Corix has provided the BEDC with a professional services agreement between Corix and Kimley Horn & Associates in the amount of \$94,300; and

**WHEREAS**, the board of directors hereby finds and determines that the expenditure herein is a required expenditure for purposes of promoting and developing new business enterprises as it will study the CCN area for purpose of expanding wastewater and sewer utilities infrastructure in the area for business development; and

**WHEREAS**, after careful evaluation and consideration by the Board, it has determined that these services and this support can be provided most beneficially, efficiently and economically under a third-party Professional Services Agreement with Corix to be executed by the Interim Chief Executive Officer or the Board Vice Chair on behalf of the BEDC.

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

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

**SECTION 2.** The Board hereby finds that the provision of certain professional services is necessary for the BEDC’s proper attraction and advancement of qualifying projects under Texas Local Government Code, Chapters 501 and 505, *et seq.*, as amended, and hereby authorizes the Interim Chief Executive Officer or Vice Chair to enter into a Professional Services Agreement with Corix, to be approved by BEDC’s attorney and the City Council of the City of Bastrop, in an amount not to exceed \$94,300.

**SECTION 3.** This Resolution is effective upon passage.

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

BASTROP ECONOMIC  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Kevin Plunkett, Board Vice Chair

ATTEST:

\_\_\_\_\_  
Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

**Exhibit "A"**

**Professional Services Agreement with Corix**

**BASTROP ECONOMIC DEVELOPMENT CORPORATION**

**Agreement for Preparation of Bastrop County Regional Wastewater Master Plan**

**THE STATE OF TEXAS**     §  
  §  
**BASTROP COUNTY**       §

This Agreement for Preparation of Bastrop County Regional Wastewater Master Plan (“*Agreement*”) is made and entered by and between the **Bastrop Economic Development Corporation**, a Texas non-profit industrial development corporation (the “*BEDC*”) and **Corix Utilities (Texas), Inc.**, a Delaware Corporation (“*Corix*”). *BEDC* and *Corix* are individually referred to herein as a “*Party*” and collectively as the “*Parties*”.

**RECITALS**

WHEREAS, *Corix* is a retail public utility and the owner of multiple water and wastewater systems that it operates to provide retail water and sewer services to its customers, including water and wastewater systems located in Bastrop County, Texas;

WHEREAS, *BEDC* is an industrial development corporation created to enhance the quality of life in Bastrop County by advancing the investment, development, growth and relocation of companies within the area, including providing infrastructure required for economic development;

WHEREAS, in order to promote economic development within Bastrop County, the Parties desire to cause a qualified professional engineering consultant to prepare a “Wastewater Collection and Facility Master Plan” that will generally include the following components: (i) evaluation of the existing wastewater collection, treatment and disposal facilities within a study area in Bastrop County; (ii) evaluation of projected wastewater service needs based on land use assumptions within the study area; (iii) preparation of a wastewater collection system capital improvement plan to identify proposed wastewater collection infrastructure to meet projected demands for wastewater service from new development in the study area; and (iv) preparation of a plan for construction of one or more wastewater treatment plants to meet projected demands for wastewater service from new development in the study area (collectively, the “*Wastewater Master Plan*,” as more particularly described in **Exhibit “A”** attached hereto);

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which *Corix* will retain a professional engineering consultant to undertake and complete the Wastewater Master Plan on behalf of the Parties, and *BEDC* will reimburse the costs incurred by *Corix* in connection therewith.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Duration.**

This Agreement shall become effective on the date of the last signing by a Party to the Agreement and shall remain in effect until final completion and acceptance of the Wastewater Master Plan unless terminated as provided for in this Agreement. Corix agrees that it shall not accept the Wastewater Master Plan prior to receiving final approval of BEDC, which approval shall not be unreasonably withheld, delayed or denied.

Deleted: upon execution by BEDC

**Section 2. Scope of Work.**

- (A) The Parties acknowledge that Corix previously executed a Professional Services Agreement (“PSA”) with Kimley-Horn & Associates, Inc. (“Professional”) that is Task Order based. Within ten (10) days after execution of this Agreement, Corix shall enter into a Task Order with Professional in the form attached hereto as Exhibit “A” setting forth the terms and conditions pursuant to which Professional shall prepare the Wastewater Master Plan on behalf of the Parties. By execution below, BEDC hereby approves the PSA and Task Order including the scope of work (“Scope of Work”), deliverables and compensation provisions set forth therein.
- (B) The anticipated submittal of all Wastewater Master Plan deliverables is immediately upon completion of the Wastewater Master Plan or as otherwise provided in the Task Order.
- (C) The quality of services to be provided by Professional under the Task Order shall be the professional skill and care ordinarily provided by competent engineering professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional holding the same professional license.
- (D) The Professional shall prepare the Wastewater Master Plan in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the services set forth in the Task Order.
- (E) The Parties agree that the Professional may rely upon the accuracy of reports and surveys provided to it by Corix and the BEDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Deleted:

**Section 3. Compensation.**

- (A) Corix shall pay the Professional for all services rendered under the Task Order in accordance with the compensation provisions of the PSA and Task Order. BEDC shall reimburse payments made by Corix to the Professional in the manner set forth in Exhibit “B” and as provided herein.
- (B) *Billing Period:* Corix may submit monthly, or less frequently, an invoice for reimbursement of payment made by Corix to Professional. Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment by BEDC to Corix is due within thirty (30) days of the BEDC’s receipt of Corix’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Wastewater Master Plan shall be accounted for in the invoices submitted by Corix to BEDC.

Deleted: CD

**Section 4. Changes to the Wastewater Master Plan; Additional Work.**

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

#### **Section 5. Time of Completion.**

The prompt completion of the services under the Scope of Work is critical to the BEDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for termination of this Agreement without any or further liability to the BEDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. BEDC hereby approves the schedule for completion of services set forth in the Task Order.

#### **Section 6. Miscellaneous Provisions.**

- (B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the BEDC shall be delivered to and become the property of the BEDC, Corix and Professional. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement, shall be made available, upon request, to the BEDC without restriction or limitation on the further use of such materials; PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE BEDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE BEDC'S SOLE RISK AND WITHOUT LIABILITY TO CORIX OR TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to Corix and to the BEDC but shall grant to Corix and to the BEDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. Corix and the Professional may, at their own expense, have copies made of the documents or any other data furnished to the BEDC under or pursuant to this Agreement.



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

the technical scope of services, fee schedule, and contract time only for services to be performed by Professional and shall not dictate Agreement terms of the agreement between BEDC and Corix.

**Section 7. Termination.**

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Corix and BEDC;
- (2) By either Party, upon the failure of the other party to fulfill its obligations as set forth in this Agreement;
- (3) By the BEDC, immediately upon notice in writing to Corix and a reasonable opportunity for Professional to cure, as consequence of the failure of Professional to perform the services contemplated by the Task Order in a timely or satisfactory manner;
- (4) By the BEDC, at will and without cause upon not less than thirty (30) days written notice to Corix; ~~or~~
- (5) By Corix after notice and reasonable opportunity to cure, if BEDC does not reimburse Corix for payment made to Professional in accordance with the terms and conditions of this Agreement.

Deleted: and

(B) If the BEDC terminates this Agreement pursuant to Section 5 or subsection ~~7(A)(2) or (3)~~, above, Corix shall not be entitled to any fees or reimbursable expenses other than for reimbursement of costs and expenses paid by Corix to Professional for services rendered prior to termination by ~~BECD~~. Further, upon termination of this Agreement by BEDC for any reason, Corix's obligation to reimburse ~~BECD~~ in accordance with **Exhibit "B"** shall terminate.

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**Section 8. Indemnification.** Corix shall indemnify and hold harmless the City of Bastrop, Texas, Economic Development Corporation and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Corix's obligations under this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Corix or Corix's agent, consultant under contract, or another entity over which Corix exercises control (whether active or passive) of Corix or its employees, agents or sub-contractors, (ii) the failure of Corix to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Corix expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Corix, or any of its sub-contractors, as provided above, for which Corix's liability to such employee or former employee would otherwise be limited to payments under State Workers Compensation or similar laws. Nothing herein shall require

**Corix to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the Parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Corix in performing services under this Agreement.**

**Section 9. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 10. No Assignment.** Neither Party shall have the right to assign that Party's interest in this Agreement without the prior written consent of the other Party.

**Section 11. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 12. Waiver.** Either BEDC or Corix shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 13. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Bastrop County, Texas, such that exclusive venue for any action arising out of this Agreement shall be in Bastrop County, Texas.

**Section 14. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 15. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 16. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 17. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 18. Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 19. Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Section 20. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Section 21. Dispute Resolution.** The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five (5) days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**Section 22. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

**EXECUTED:** \_\_\_\_\_

**BEDC:** \_\_\_\_\_ **CORIX UTILITIES (TEXAS), INC.:** \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Deleted:** on this the

**Deleted:** day of

**Deleted:** , 2021.

**Deleted:** Cameron Cox

**Formatted Table**

**Deleted:** CEO

**ADDRESS FOR NOTICE:**

**BEDC:**

City of Bastrop Economic Development Corporation  
Attn: Executive Director  
301 Highway 71 West, Suite 214  
Bastrop, Texas 78602

**PROFESSIONAL:**

Corix Utilities (Texas), Inc.  
Attn: Darrin Barker  
1812 Centre Creek Dr., #100,  
Austin, TX 78754  
Click here to enter text.

Deleted: Cameron Cox,

**With a copy to:**

BEDC Attorney  
City of Bastrop Economic Development Corporation  
2500 W. William Cannon, Suite 609  
Austin, Texas 78745

Deleted: Attn: Robyn Katz]

DRAFT

**Exhibit “A”**

**TASK ORDER UNDER EXISTING PROFESSIONAL SERVICES  
AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC.  
FOR BASTROP COUNTY REGIONAL WASTEWATER  
MASTER PLAN STUDY**

As more particularly described in the attached Task Order, Kimley-Horn & Associates, Inc. shall perform a Regional Wastewater Master Plan Study to identify the required wastewater infrastructure along the Highway 71 corridor west of Bastrop to serve future economic development.

DRAFT

**Exhibit “B”**  
**COMPENSATION & FEE SCHEDULE**

The Task Order attached as **Exhibit “A”** to this Agreement identifies the compensation to be paid by Corix to Kimley-Horn & Associates, Inc. (“*Professional*”) for preparation of the Wastewater Master Plan.

Not more frequently than monthly, Corix shall provide to BEDC a copy of each invoice for completed services by Professional under the PSA, along with evidence of payment by Corix to Professional for the services that are the subject of the invoice. Upon receipt of each invoice, BEDC shall reimburse Corix for all sums paid by Corix to Professional in accordance with the Prompt Payment Act.

Corix will subsequently reimburse BEDC all costs and expenses funded by BEDC under this Agreement in accordance with the terms of this paragraph. After completion of construction of any of the wastewater facilities identified in the Wastewater Master Plan, Corix shall reimburse BEDC for costs paid under this Agreement on a per living unit equivalent (“LUE”) basis according to the design capacity of the completed wastewater improvements. Specifically, the total payment made by BEDC under this Agreement shall be divided by the number of LUEs that the completed facilities are designed to serve in order to calculate a “per LUE” reimbursement amount. Thereafter, and not less frequently than once per calendar year, Corix shall provide payment to BEDC in a sum equal to the number of new service connections (expressed in LUEs) that connect to the completed wastewater improvements since the most recent preceding reimbursement payment multiplied by the per LUE reimbursement amount. In the event that wastewater facilities are constructed in phases, then a similar calculation shall be undertaken for each completed phase of facilities, and reimbursement by Corix shall continue as new connections are made to each phase of infrastructure until such time as BEDC has recovered all of the costs and expenses funded under this Agreement. Corix’s reimbursement obligation under this Agreement shall terminate upon the earlier of the following: (i) the date that BEDC has recovered all of the costs and expenses paid to Corix under this Agreement for services rendered by Professional under the Task Order; or (ii) ten (10) years after the effective date of this Agreement.

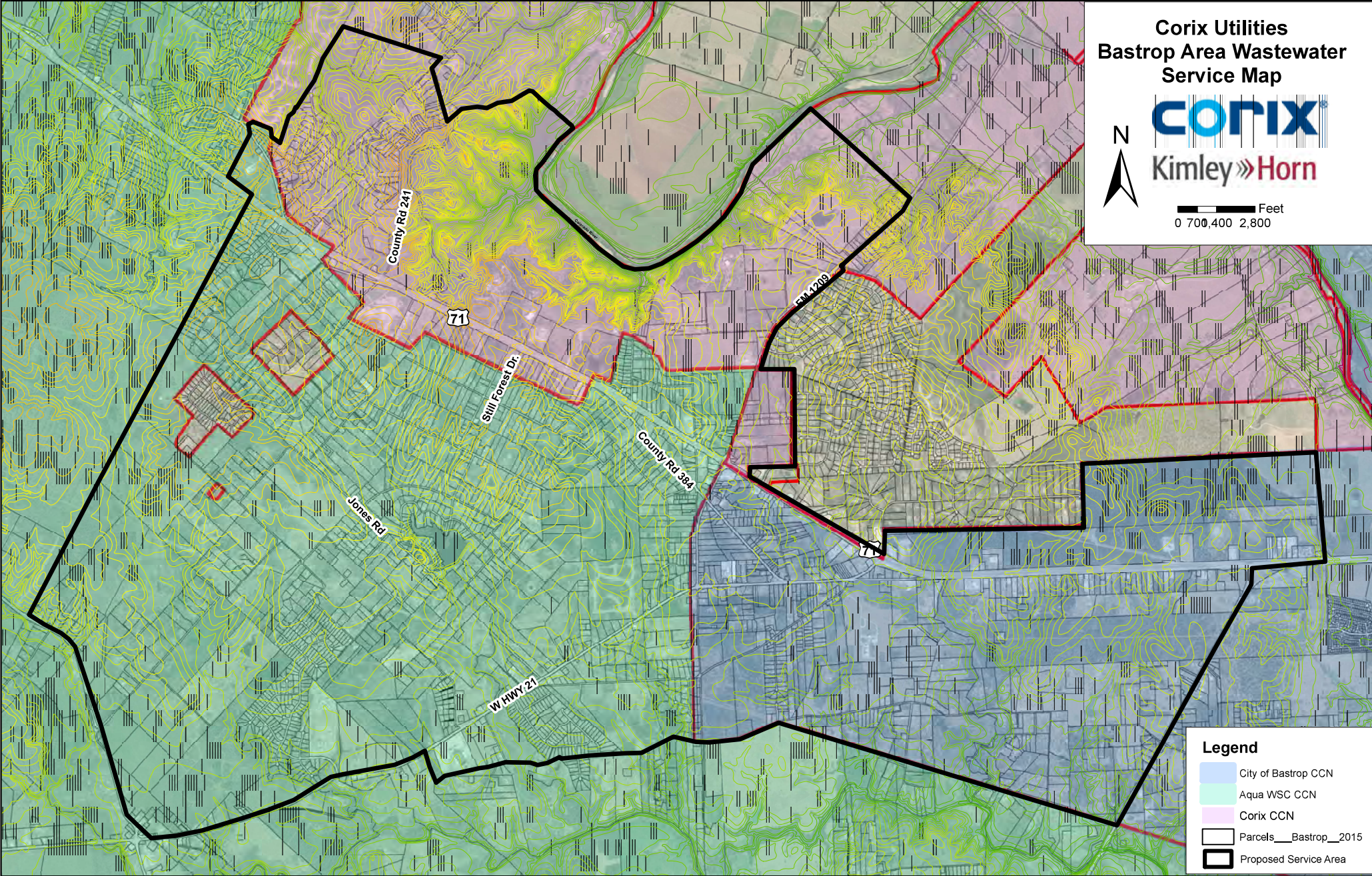
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# Corix Utilities Bastrop Area Wastewater Service Map



0 700,400 2,800 Feet



### Legend

- City of Bastrop CCN
- Aqua WSC CCN
- Corix CCN
- Parcels\_\_Bastrop\_\_2015
- Proposed Service Area





## Agenda Item: 3.4

# AGENDA MEMORANDUM

Meeting Date: May 17, 2021

Agenda Item: Discussion and possible action on an update about the MLK/Technology Drive Extension Project.

Prepared by: BEDC Staff

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This is an update on the project since the last board meeting.

BEDC staff and legal counsel met with representatives from the City of Bastrop, Bastrop County, and Bowman Consulting on May 6, 2021, to discuss the interlocal agreement and real estate purchase agreement. Both documents are currently being reviewed and updated.

Attachments:

Ownership and Easement Exhibit

Detention Exhibit

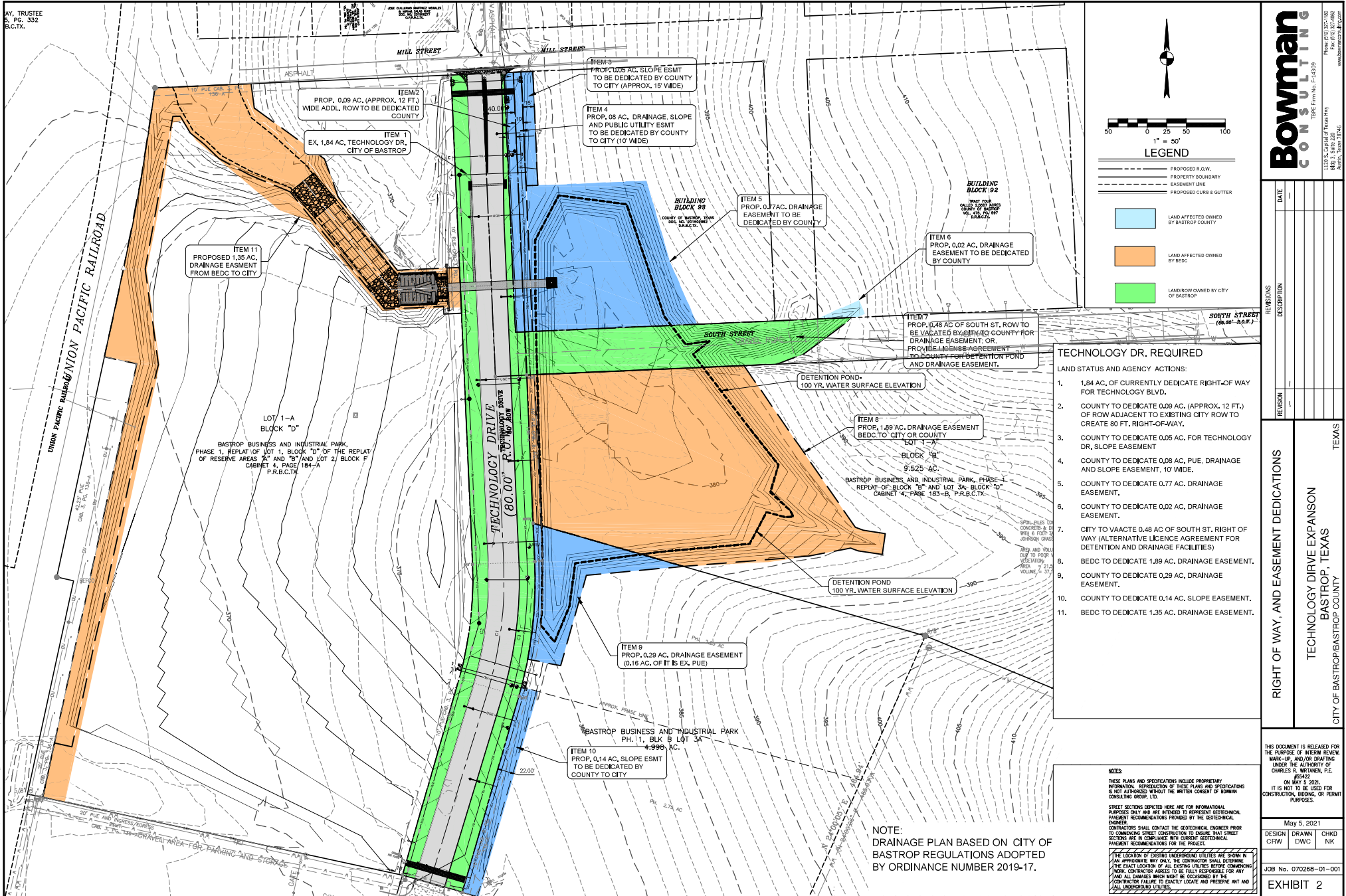
Proposed Improvements

---

**Recommendation** – No action is required at this time.

**[RECOMMENDED MOTION]** – None at this time.





**TECHNOLOGY DR. REQUIRED**

LAND STATUS AND AGENCY ACTIONS:

1. 1.84 AC. OF CURRENTLY DEDICATE RIGHT-OF-WAY FOR TECHNOLOGY BLVD.
2. COUNTY TO DEDICATE 0.09 AC. (APPROX. 12 FT.) OF ROW ADJACENT TO EXISTING CITY ROW TO CREATE 80 FT. RIGHT-OF-WAY.
3. COUNTY TO DEDICATE 0.05 AC. FOR TECHNOLOGY DR. SLOPE EASEMENT
4. COUNTY TO DEDICATE 0.08 AC. PUE, DRAINAGE AND SLOPE EASEMENT, 10' WIDE.
5. COUNTY TO DEDICATE 0.77 AC. DRAINAGE EASEMENT.
6. COUNTY TO DEDICATE 0.02 AC. DRAINAGE EASEMENT.
7. CITY TO VACATE 0.48 AC OF SOUTH ST. RIGHT OF WAY (ALTERNATIVE LICENCE AGREEMENT FOR DETENTION AND DRAINAGE FACILITIES)
8. BECD TO DEDICATE 1.89 AC. DRAINAGE EASEMENT.
9. COUNTY TO DEDICATE 0.29 AC. DRAINAGE EASEMENT.
10. COUNTY TO DEDICATE 0.14 AC. SLOPE EASEMENT.
11. BECD TO DEDICATE 1.35 AC. DRAINAGE EASEMENT.

**Bowman CONSULTING**  
 1028 Firm No. P-19339  
 1028 S. STATE ST. SUITE 100  
 DALLAS, TEXAS 75202  
 TEL: (214) 357-2002  
 WWW.BOWMANCONSULTING.COM

REVISIONS	DATE	DESCRIPTION

RIGHT OF WAY, AND EASEMENT DEDICATIONS	TECHNOLOGY DRIVE EXPANSION	TEXAS
BASTROP, TEXAS		
CITY OF BASTROP/BASTROP COUNTY		

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF AUTOMATIC REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF CHARLES R. WITMANN, P.E. #54222 ON MAY 3, 2021. IT IS NOT TO BE USED FOR CONSTRUCTION, RECORDS, OR PERMIT PURPOSES.

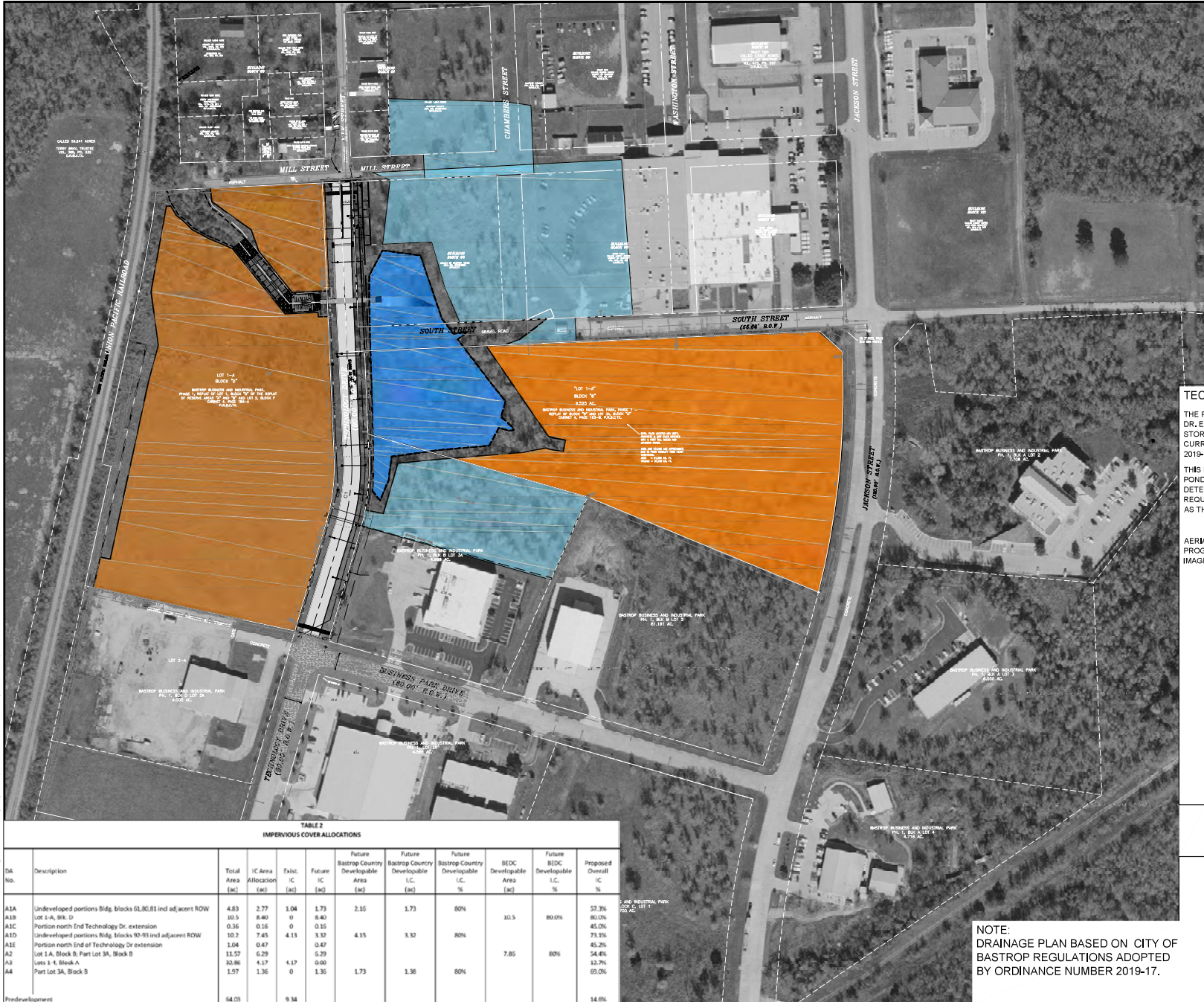
DESIGN	CHKD
CRW	DWC
DWC	NK

May 3, 2021  
 JOB No. 070268-01-001  
**EXHIBIT 2**

NOTE:  
 DRAINAGE PLAN BASED ON CITY OF BASTROP REGULATIONS ADOPTED BY ORDINANCE NUMBER 2019-17.

**NOTES**  
 THESE PLANS AND SPECIFICATIONS INCLUDE PROPRIETARY INFORMATION. REPRODUCTION OF THESE PLANS AND SPECIFICATIONS IS NOT AUTHORIZED WITHOUT THE WRITTEN CONSENT OF BOWMAN CONSULTING GROUP, LTD.  
 STREET SECTIONS SHOWN HERE ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE INTENDED TO REPRESENT GEOTECHNICAL PAVEMENT RECOMMENDATIONS PROVIDED BY THE GEOTECHNICAL ENGINEER.  
 CONTRACTORS SHALL CONTACT THE GEOTECHNICAL ENGINEER PRIOR TO COMMENCING STREET CONSTRUCTION TO ENSURE THAT STREET SECTIONS ARE IN COMPLIANCE WITH CURRENT GEOTECHNICAL PAVEMENT RECOMMENDATIONS FOR THE PROJECT.  
 THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR FAILING TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.





1" = 100'

**LEGEND**

- PROPOSED R.O.W.
- PROPERTY BOUNDARY
- EASEMENT LINE
- PROPOSED CURB & GUTTER

- BASTROP COUNTY DETENTION PROVIDED
- BECD DETENTION PROVIDED
- DETENTION POND LIMITS AT 100 YR STORM WATER SURFACE ELEVATION

**TECHNOLOGY DR. DETENTION**

THE PROPOSED DETENTION POND FOR THE TECHNOLOGY DR. EXTENSION PROJECT WAS DESIGNED TO PROVIDE STORM WATER DETENTION IN CONFORMANCE WITH THE CURRENT CITY OF BASTROP DRAINAGE ORDINANCE NO. 2019-17.

THIS EXHIBIT SHOWS AREAS THAT WERE INCLUDED IN THE POND DESIGN FOR THE PURPOSES OF PROVIDING DETENTION. NO ON-SITE DETENTION SHOULD BE REQUIRED FOR DEVELOPMENT OF THESE SITES AS LONG AS THE INDICATED IMPERVIOUS COVER LIMITS ARE MET.

AERIAL PHOTOGRAPHY FROM TNRS STRATEGIC MAPPING PROGRAM, "CAP AREA AND MCLENNAN IMAGERY 2020". IMAGERY ACQUIRED JANUARY 2020.

1000 Firm No. P-10309  
 1002 S. State St.  
 Austin, Texas 78746  
 Phone: (512) 325-1000  
 Fax: (512) 327-0402  
 www.bowmanconsulting.com

REVISION	DATE	DESCRIPTION

**DETECTION AND IMPERVIOUS COVER ALLOCATIONS**  
**TECHNOLOGY DRIVE EXPANSION**  
**BASTROP, TEXAS**  
 CITY OF BASTROP/BASTROP COUNTY TEXAS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF SYSTEM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF CHARLES R. BRITAMEN, P.E. #6422

ON MAY 5, 2021, IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

May 5, 2021

DESIGN	CHKD
CRW	NK
DWC	

JOB No. 070268-01-001  
**EXHIBIT 2**

**TABLE 2  
IMPERVIOUS COVER ALLOCATIONS**

DA No.	Description	Total Area (ac)	i.C. Area Allocation (ac)	Exist. i.C. (ac)	Future i.C. (ac)	Future Bastrop Country Developable Area (ac)	Future Bastrop Country i.C. %	Future Bastrop Country Developable Area (ac)	BECD Developable Area (ac)	Future BECD Developable i.C. %	Proposed Overall i.C. %
A1A	Undeveloped portions Bldg. blocks 6L,6B,81 and adjacent ROW	4.83	2.77	1.04	1.73	2.16	1.73	80%			57.3%
A1B	Lot 1-A, Bldg. D	30.5	8.40	0	8.40				10.5	80.0%	80.0%
A1C	Portion north end Technology Dr. extension	0.36	0.16	0	0.16						45.0%
A1D	Undeveloped portions Bldg. blocks 90-93 and adjacent ROW	10.7	7.45	4.13	3.32	4.15	3.32	80%			73.1%
A1E	Portion north end of Technology Dr extension	1.04	0.47		0.47						45.2%
A2	Lot 1 A, Block B, Part Lot 3A, Block B	11.57	6.29		6.29				7.85	80%	54.4%
A3	Lot 1 A, Block A	32.96	4.17	4.17	0.00						12.7%
A4	Part Lot 3A, Block B	1.97	1.36	0	1.36	1.73	1.36	80%			69.0%
	Predevelopment	64.03		6.34							14.0%

**NOTE:**  
 DRAINAGE PLAN BASED ON CITY OF BASTROP REGULATIONS ADOPTED BY ORDINANCE NUMBER 2019-17.

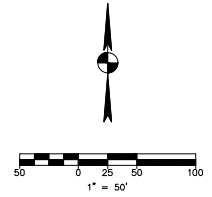
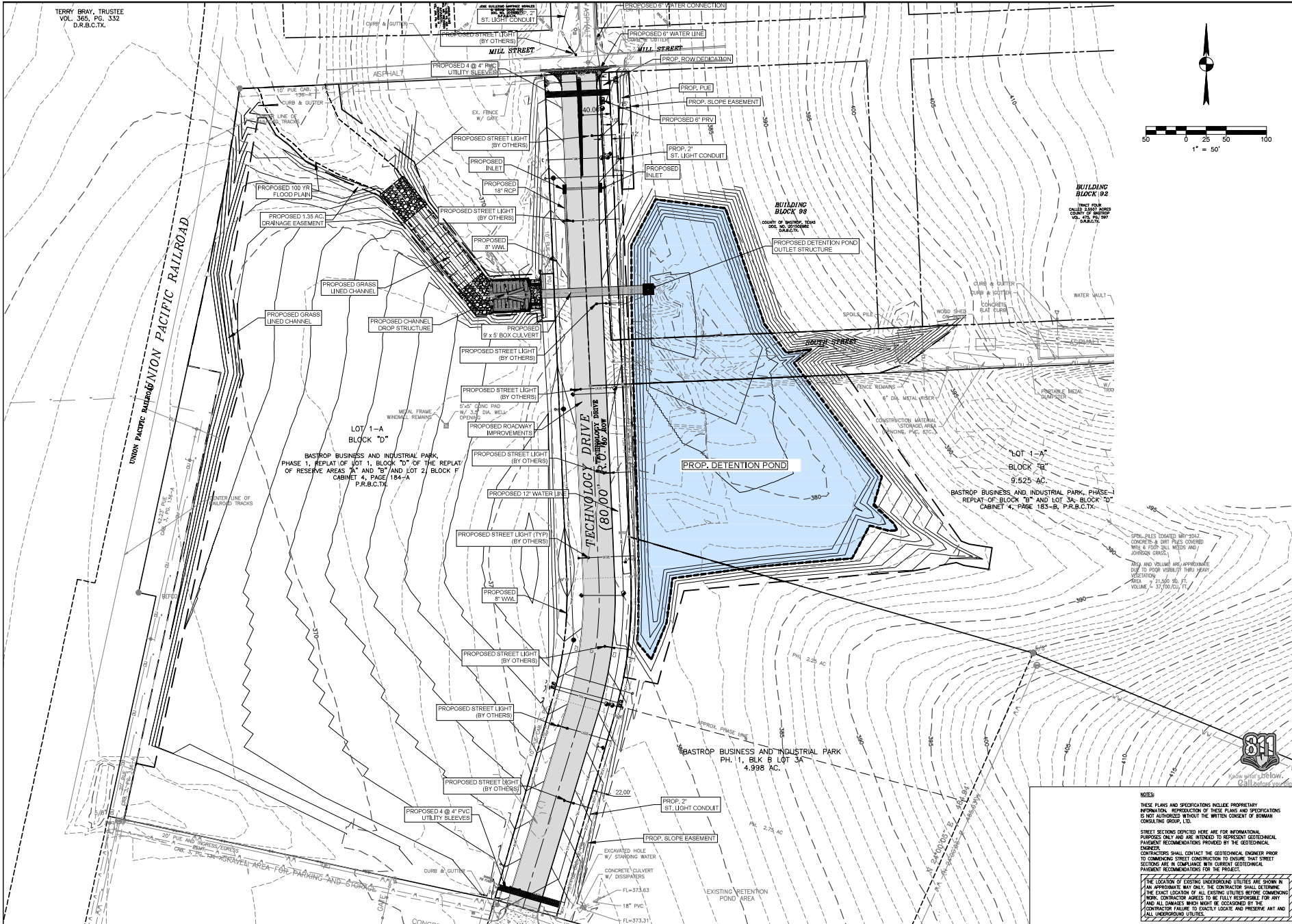
**NOTES**

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REVISION	DESCRIPTION	DATE

**PROPOSED IMPROVEMENTS**  
**TECHNOLOGY DRIVE EXPANSION**  
**BASTROP, TEXAS**  
 CITY OF BASTROP/BASTROP COUNTY, TEXAS



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF CHARLES R. WIRTANEN, P.E. #25422 ON MAY 5, 2021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
CRW	DWC	NK
JOB No. 070268-01-001		
SHEET OF 32		

**NOTES:**  
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TERRY BRAY, TRUSTEE  
 VOL. 365, PG. 332  
 D.A.B.C.T.X.

LOT 1-A  
 BLOCK "D"  
 BASTROP BUSINESS AND INDUSTRIAL PARK,  
 PHASE 1, REPLAT OF LOT 1, BLOCK "D" OF THE REPLAT  
 OF RESERVE AREAS "A" AND "B" AND LOT 2, BLOCK "F"  
 CABINET 4, PAGE 184-A, P.R.B.C.T.X.

BUILDING BLOCK 92  
 INSET FOR  
 CALLED 2500' NORTH  
 COUNTY 42E, PAGE 89  
 P.R.B.C.T.X.

LOT 1-A  
 BLOCK "B"  
 BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1  
 REPLAT OF BLOCK "B" AND LOT 3A, BLOCK "D"  
 CABINET 4, PAGE 183-B, P.R.B.C.T.X.

SPOIL PILES LOCATED MAY-2012  
 CONCRETE & DIRT PILES COVERED  
 WITH A FOOT-SILL NETS AND  
 JOINTSIN CHARGE.  
 TRAIL AND VOLUMES ARE APPROXIMATE  
 DUE TO POOR VISIBILITY THROUGH  
 VEGETATION.  
 AREA = 21,500 SQ. FT.  
 VOLUME = 37,700 CU. FT.

BASTROP BUSINESS AND INDUSTRIAL PARK  
 PH. 1, BLK B LOT 3A  
 4.998 AC.



**Agenda Item: 3.5**

**AGENDA MEMORANDUM**

Meeting Date: May 17, 2021

Agenda Item: Discussion and possible action on an update about the Downtown Trail Expansion Project (River Loop Trail Project).

Prepared by: BEDC Staff

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This is an update on the project since the last board meeting.

Bowman Consulting is scheduling the bid opening for June, with the project to be awarded soon afterward. We will have additional details about the project schedule at the board meeting.

Attachment:  
Original map from 2017

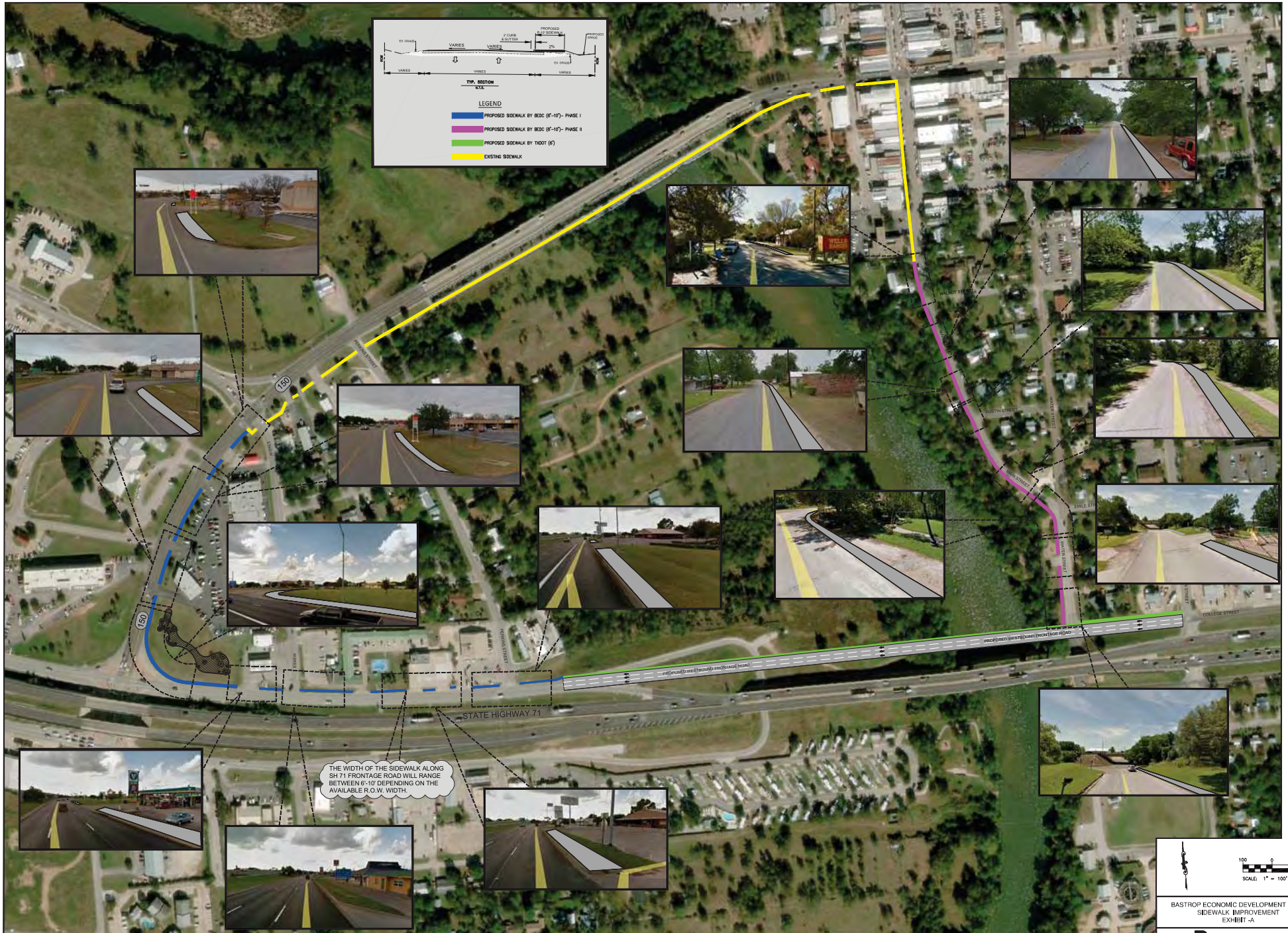
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**Recommendation** – No action required at this time.

**[RECOMMENDED MOTION]** – None at this time.







THE WIDTH OF THE SIDEWALK ALONG SH 71 FRONTAGE ROAD WILL RANGE BETWEEN 6'-10' DEPENDING ON THE AVAILABLE R.O.W. WIDTH.

- NOTE:
1. AERIAL IMAGE DATED 02/25/2017 WAS TAKEN FROM [WWW.GOOGLE.COM](http://www.google.com/maps) ON 05/04/2021.
  2. STREET VIEW PHOTO TAKEN FROM GOOGLE EARTH ON 4/26/2021.

150 0 100  
SCALE: 1" = 100'

BASTROP ECONOMIC DEVELOPMENT CORP  
SIDEWALK IMPROVEMENT  
EXHIBIT -A

**Bowman CONSULTING**  
1120 S. Capital of Texas Hwy. • Building 3, Suite 203 • Austin, Texas 78746  
Phone: (512) 327-1188 • Fax: (512) 327-9022 • [www.bowmanconsulting.com](http://www.bowmanconsulting.com)  
E: [info@bowmanconsulting.com](mailto:info@bowmanconsulting.com)  
100E State Registration No. 014390

## Agenda Item: 3.6

# AGENDA MEMORANDUM

Meeting Date: May 17, 2021

Agenda Item: Discussion and possible action on the purchase, exchange, lease, or value of real property regarding the building located at 921 Main Street and lease by the Art Institute.

Prepared by: BEDC Staff

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This item has been included so the Board can discuss the appraisal of the building at 921 Main as well as future plans for the building.

The lease agreement between the BEDC and The Art Institute will need to be amended based on final square footage measurements, so the item is also listed in Executive Session under Consultation with Attorney.

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**Recommendation** – No recommendation.

**[RECOMMENDED MOTIONS]** – None.







## Agenda Item: 3.7

# AGENDA MEMORANDUM

Meeting Date: May 17, 2021

Agenda Item: Discussion and possible action on The Art Institute's reimbursement to BEDC for tenant improvements on 921 Main Street.

Prepared by: BEDC Staff

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This item has been included so the Board can discuss possible discrepancies in BEDC's list of tenant improvement costs submitted to The Art Institute.

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**Recommendation** – No recommendation.

**[RECOMMENDED MOTIONS]** – None.







**Agenda Item: 3.8**

**AGENDA MEMORANDUM**

Meeting Date: May 17, 2021

Agenda Item: Discussion and consideration on the ratification of employment agreement with interim director.

Prepared by: BEDC Attorney

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This item is included on the agenda at legal counsel's request.

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**Recommendation** – Staff has no recommendation.

**[RECOMMENDED MOTIONS]** – Staff has no recommendation.





## Agenda Item: 3.9

# AGENDA MEMORANDUM

Meeting Date: May 17, 2021

Agenda Item: Receive updates from BEDC ad hoc committees.

Prepared by: BEDC Staff

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At the BEDC board meeting on March 22, 2021, Chair Nash appointed board members to serve on ad hoc committees. Those committee members are listed below.

This agenda item allows the committee members to provide updates to the Board.

Projects Committee

- Ron Spencer
- Bill Gossett
- Kevin Plunkett (back-up #1)
- Connie Schroeder (back-up #2)

Communications Committee

- Kevin Plunkett
- Charles Washington
- Other board members as needed

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**Recommendation** – None.

**[RECOMMENDED MOTIONS]** – None.





**Agenda Item: 3.10**

**AGENDA MEMORANDUM**

Meeting Date: May 17, 2021

Agenda Item: Receive updates from BEDC staff.

Prepared by: BEDC Staff

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Staff will update the Board on various projects and events, including:

- City Council Proclamation on Economic Development Week
- Joint BEDC Board and City Council Meeting – June 7, 2021
- Youth Career Day – May 18, 2021
- Upcoming TEDC Sales Tax Workshops
- B.E.S.T. Breakfast May 28, 2021

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**Recommendation** – None.

[RECOMMENDED MOTIONS] – None required; item for informational purposes only.



05/13/2021



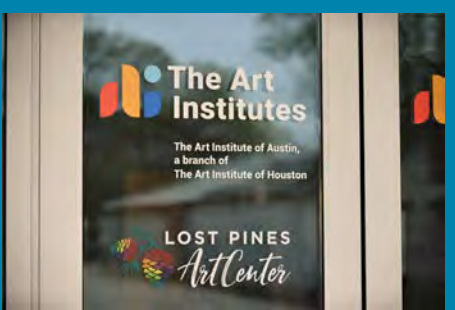
## Disaster Recovery




**Business  
Expansion**

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## New Businesses



## Workforce Training

**ECONOMIC  
DEVELOPMENT WEEK  
MAY 9-15**



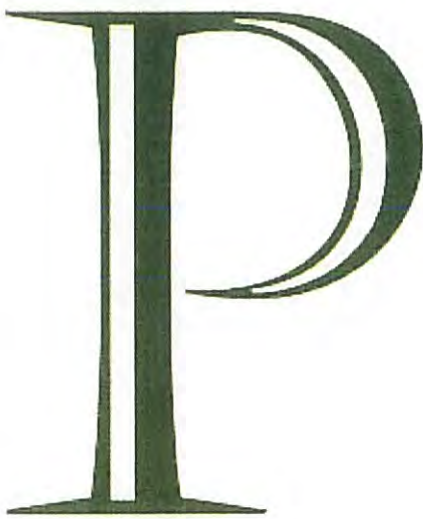
## Promote the Community

## Partnerships

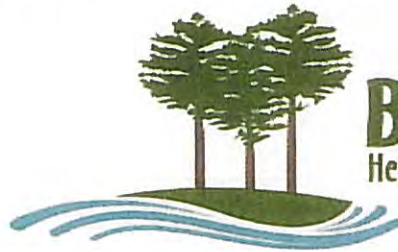


## Revitalization





# PROCLAMATION



**BASTROPTX**  
Heart of the Lost Pines / Est. 1832

**WHEREAS**, the International Economic Development Council (IEDC) created Economic Development Week in 2016 to increase awareness of local programs that create jobs, advance career development opportunities, and improve the quality of life in communities everywhere; and

**WHEREAS**, IEDC has designated May 9-15, 2021, as “Economic Development Week;” and

**WHEREAS**, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

**WHEREAS**, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

**WHEREAS**, economic developers recognize their role in a region’s long-term success by addressing issues vital to businesses such as workforce training and availability, international trade, incentives and reduced cost of operations; and

**WHEREAS**, the City of Bastrop remains committed to supporting economic development activities and recognizes the importance of economic development in our community.

**NOW, THEREFORE**, I, Connie B. Schroeder, Mayor of the City of Bastrop, Texas, do hereby proclaim the week of May 9 - May 15, 2021, as:

### ECONOMIC DEVELOPMENT WEEK

**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas, to be affixed this 11th day of May 2021.

  
Connie B. Schroeder, Mayor



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**SAVE THE DATE**

**June 7, 2021**

**5:00 PM**

**Joint Meeting**

**Bastrop City Council &  
Bastrop Economic Development Board**

**Bastrop City Hall Council Chambers**



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# VIRTUAL BISD YOUTH CAREER DAY EVENT

20  
21

# BISD YOUTH CAREER DAY

ALL VENDORS MUST  
REGISTER - LIMIT - 30

MAY 18, 2021  
8:30AM - 11:30AM

<http://bit.ly/VYCD2021>



THANK YOU TO ALL OF OUR PARTNERS





## Upcoming Workshops

**Virtual**  
**August 13-27, 2021**

**DFW**  
**September 17, 2021**

**San Antonio**  
**October 1, 2021**

**Houston**  
**November 5, 2021**

**Austin**  
**December 3, 2021**



05/13/2021

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# B.E.S.T. BREAKFAST

Please join us!

**RSVP: [ANGELA@BASTROPEDC.ORG](mailto:ANGELA@BASTROPEDC.ORG)**



**MAY 28, 2021 8:00AM**

**602 on Main**  
**919 Main St.**  
**Bastrop, TX**

