

RESOLUTION NO. R-2025-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT FOR AN INTERAGENCY LOAN OF \$600,000 FROM THE BASTROP ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF BASTROP, AS ATTACHED IN EXHIBIT "A"; REPEALING ALL OTHER RESOLUTIONS IN CONFLICT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION.

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, economic development organizations commonly administer loans to provide access to capital to achieve positive public outcomes such as community revitalization and infrastructure improvements that will create economic growth, increased tax revenues, and job creation; and

WHEREAS, the Board of Directors (the Board) of the Corporation and the City hereby find and determine that the City will undertake to provide economic incentives for developer improvements related to State Highway 71 ("Hwy 71") Frontage Road to assist with managing the flow of traffic at the intersection of Hwy 71 and Edward Burleson Lane which serves Blakey Lane, FM 969, Burleson Crossing East, Burleson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road (collectively, the Project) and such improvements represent a "project", as defined in the Act that will promote or develop new and expanded business enterprises within the City; and

WHEREAS, the BEDC has agreed to grant a loan to the City of Bastrop in the amount of \$600,000 with a 4% interest rate, with payments to begin in 2026, and the complete repayment of the loan to be completed within seven (7) years, with no early prepayment option; and

WHEREAS, the BEDC Board will approve the \$600,000 in matching funds at the Board Meeting on April 21, 2025, under LGC 505.158; and

WHEREAS, the loan will be administered by the City of Bastrop for infrastructure improvements that will benefit economic growth, increased tax revenues, and job creation; and

WHEREAS, after careful evaluation and consideration by the Board and City Council, it has been determined that this loan will benefit Bastrop businesses and the overall economy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

SECTION 1. The City Council hereby approves the Agreement attached hereto and

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incorporated herein as Exhibit "A" and further authorizes the City Manager to execute all necessary documents and take all other actions to implement said Agreement.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

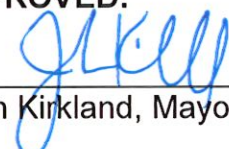
SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

SECTION 5. It is hereby officially found and determined that the meeting at which the Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of April 2025.

APPROVED:

by: 
John Kirkland, Mayor Pro-Tem

ATTEST:


Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:


City Attorney



RESOLUTION NO. R-2025-0008

A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT FOR AN INTERAGENCY LOAN OF \$600,000 FROM THE BASTROP ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF BASTROP, AS ATTACHED IN EXHIBIT "A"; REPEALING ALL OTHER RESOLUTIONS IN CONFLICT; AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTATION.

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, economic development organizations commonly administer loans to provide access to capital to achieve positive public outcomes such as community revitalization and infrastructure improvements that will create economic growth, increased tax revenues, and job creation; and

WHEREAS, the Board of Directors (the "Board") of the Corporation and the City hereby find and determine that the City will undertake to provide economic incentives for developer improvements related to State Highway 71 ("Hwy 71") Frontage Road to assist with managing the flow of traffic at the intersection of Hwy 71 and Edward Burleson Lane which serves Blakey Lane, FM 969, Burleson Crossing East, Burleson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road (collectively, the "Project") and such improvements represent a "project", as defined in the Act that will promote or develop new and expanded business enterprises within the City; and

WHEREAS, the BEDC has agreed to grant a loan to the City of Bastrop in the amount of \$600,000 with a 4% interest rate, with payments to begin in 2026, and the complete repayment of the loan to be completed within seven (7) years, with no early prepayment option; and

WHEREAS, the BEDC Board approves the \$600,000 in matching funds under LGC 505.158; and

WHEREAS, the loan will be administered by the City of Bastrop for infrastructure improvements that will benefit economic growth, increased tax revenues, and job creation; and

WHEREAS, after careful evaluation and consideration by the Board and City Council, it has been determined that this loan will benefit Bastrop businesses and the overall economy.

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

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SECTION 1. The Board hereby approves the Agreement attached hereto and incorporated herein as Exhibit "A" and further authorizes the Interim Executive Director to execute all necessary documents and take all other actions to implement said Agreement.

SECTION 2. Any prior resolution in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This Resolution is effective upon passage.

SECTION 5. It is hereby officially found and determined that the meeting at which the Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

BASTROP ECONOMIC
DEVELOPMENT CORPORATION



Ron Spencer, Board Chair

ATTEST:



Frank Urbanek, Board Secretary

APPROVED AS TO FORM:



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

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Exhibit "A"

**Interlocal Cooperative Agreement Between the City of Bastrop and the
Bastrop Economic Development Corporation**

COOPERATIVE AGREEMENT BETWEEN BASTROP ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF BASTROP, TEXAS RELATING TO LOAN SUPPORTING FUNDING FOR INFRASTRUCTURE IMPROVEMENTS; AND OTHER MATTERS IN CONNECTION THEREWITH

This agreement (the *Agreement*) is made to be effective as of the 24~~th~~ day of April, 2025 by and between the City of Bastrop, Texas, a duly incorporated and existing home rule municipality and political subdivision of the State of Texas (the *City*) and the entity known as Bastrop Economic Development Corporation, a non-profit economic development corporation (the *Corporation*) organized and existing under the laws of the State of Texas, including Chapters 501 and 505, as amended, Texas Local Government Code (together, the *Act*).

RECITALS

WHEREAS, the Board of Directors (the *Board*) of the Corporation and the City hereby find and determine that the City will undertake to provide economic incentives for developer improvements related to State Highway 71 ("Hwy 71") Frontage Road to assist with managing the flow of traffic at the intersection of Hwy 71 and Edward Burleson Lane which serves Blakey Lane, FM 969, Burleson Crossing East, Burleson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road (collectively, the *Project*) and such improvements represent a "project", as defined in the Act that will promote or develop new and expanded business enterprises within the City; and

WHEREAS, the City and the Corporation hereby find and determine that the construction, operation, and maintenance of the Project will promote and develop new or expanded business enterprises in the City; and

WHEREAS, the City and Corporation expressly acknowledge and recognize that any Corporation Sales Tax proceeds may only be utilized to pay the "Costs" of "Projects", each as defined in the Act, including, but not limited to, the Project and subject to the limitations contained in the Act; and

WHEREAS, the City will enter into a Chapter 380 Economic Development Agreement with the Project's developer, and the Corporation shall have no duties or responsibilities with respect to the Project other than as provided in this Agreement; and

WHEREAS, the City and the Corporation intend that the Corporation will, from time to time, provide funding to the City use by the City to provide economic incentives for qualified projects; and

WHEREAS, this Agreement shall constitute an interlocal cooperative agreement as authorized pursuant to the provisions of Chapter 791, as amended, Texas Government Code; and

WHEREAS, the adoption of this Agreement is hereby found and determined to be in the best interest of the residents of the City;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Duties of the City. The City hereby agrees to perform the following duties:

1.1 The City will enter into an agreement with the developer pursuant to Chapter 380 of the Texas Local Government Code.

1.2 The City will utilize funds under this Agreement to supplement economic incentives for the Project and oversee delivery of the Project.

1.3 The city will pay interest as set forth in Section 2 and the Amortization Schedule in Exhibit A.

SECTION 2. Duties of Corporation. In consideration of the City's agreement to undertake the actions set forth in Section 1 hereof, the Corporation shall, subsequent to the Board's determination that any and all Annual Obligations (hereinafter defined) for the Corporation's then-current fiscal year have been provided for or otherwise satisfied (or adequate Corporate Sales Tax proceeds will exist for their satisfaction), transfer to the City the principal sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) to be used exclusively for the Project and repaid by the City to the Corporation together with interest thereon at the rate of four (4.0%) per annum, compounded annually.

SECTION 3. Amendments and Modifications. This Agreement shall be binding upon the City and the Corporation and their respective successors and legal representatives and shall inure solely to the benefit of the City and Corporation and their respective successors and legal representatives. Furthermore, no alteration, amendment, or modification of any provision of this Agreement shall be effective unless (1) prior written consent of such alteration, amendment, or modification shall have been obtained from the parties hereto, and (2) such alteration, amendment, or modification is in writing and signed by the parties hereto.

SECTION 4. Receipt and Transfer of Proceeds. The Corporation agrees to take such actions as are required to cause the funding to be transferred and deposited to the credit of the banking or monetary fund maintained at the depository designated by the City.

SECTION 5. Default. In the event that either the Corporation or the City should violate any of the terms of this Agreement, the other party shall promptly notify the other respective party of the violation. In the event this violation is not cured within thirty (30) days after the sending of such notice, the party sending the notice may at its discretion notify the other party of its intention to seek any remedies available under the law. Upon such notice, the delinquent party shall have thirty (30) days to cure this violation prior to final action by the other party seeking any available judicial remedy.

SECTION 6. Miscellaneous: Assignment. All the situations, promises, undertaking and agreements herein contained by or on behalf of either the Corporation or the City shall bind the successors and assigns of either party, whether so expressed or not but neither the Corporation nor

the City shall have the right to assign this Agreement, or any part thereof except as hereinafter provided without the written consent of the other party.

SECTION 7. Approval and Consent. Unless otherwise provided herein, any approval or consent required by the provisions of this Agreement by the City or the Corporation shall be evidenced by a written resolution adopted by the governing body of the party giving such approval or consent. Upon receipt of such written resolution duly certified by the appropriate party, the City or the Corporation can conclusively act on the matter requiring such approval.

SECTION 8. Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties hereto shall, until changed as hereinafter provided, be as follows:

(a) If to the City, to:

City of Bastrop, Texas
1311 Chestnut
Bastrop, Texas 78602
Attention: Director of Finance

(b) If to the Corporation, to:

Bastrop Economic Development Corporation
1311 Chestnut
Bastrop, Texas 78602
Attention: Interim Director

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other parties hereto.

SECTION 9. Covenants. The City and the Corporation covenant that they will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Agreement. The City and the Corporation covenant that they are duly authorized under the laws of the State of Texas to execute and deliver this Agreement, that all actions on their part as provided herein and the execution and delivery of this Agreement have been duly and effectively taken according to the import thereof as provided in this Agreement.

SECTION 10. Venue. Any damages for the breach of this Agreement shall be paid and be due in Bastrop County, Texas, which is the County in which the principal administrative offices

of the City and the Corporation are located. It is specifically agreed among the parties to this Agreement that Bexar County, Texas, is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Bexar County, Texas.

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 12. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

SECTION 13. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the Council and the Board.

SECTION 14. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to the extent of such conflict, and the provisions of this Agreement shall be and remain controlling as to the matters provided herein.

SECTION 15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 16. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Corporation and the City hereby declare that this Agreement would have been enacted without such invalid provision.

SECTION 17. Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be constructed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

SECTION 18. Compliance with Texas Open Meetings Act. It is officially found, determined, and declared that the meeting of each of the City and the Corporation at which this Agreement is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Agreement, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 19. Term of Agreement. This Agreement will terminate upon retirement of the loan obligations of the City.

* * *

EXHIBIT A

AMORITIZATION SCHEDULE

Loan Amortization Schedule Calculator

Loan Amount

\$ 600,000

Loan Term

7

Interest Rate

Years - 4

Start Date

% Dec 2026

Show by month

Show by year

\$8,201.28

Monthly Principal & Interest

\$688,907.84

Total of 84 Payments

\$88,907.84

Total Interest Paid

Nov, 2033

Pay-off Date

Date	Payment	Interest	Principal	Balance
2026	\$8,201.28	\$2,000	\$6,201.28	\$593,798.72
2027	\$98,415.41	\$22,367.79	\$76,047.61	\$517,751.11
2028	\$98,415.41	\$19,269.5	\$79,145.91	\$438,605.2
2029	\$98,415.41	\$16,044.97	\$82,370.43	\$356,234.76
2030	\$98,415.41	\$12,689.07	\$85,726.33	\$270,508.43
2031	\$98,415.41	\$9,198.45	\$89,216.96	\$181,291.47
2032	\$98,415.41	\$5,561.53	\$92,853.87	\$88,437.6
2033	\$90,214.12	\$1,778.52	\$88,435.6	\$0
	\$688,907.84	\$88,907.84	\$600,000	

AMORITIZATION SCHEDULE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

BASTROP ECONOMIC DEVELOPMENT
CORPORATION



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(Corporation Seal)



CITY OF BASTROP, TEXAS



Mayor

ATTEST:



City Secretary

(City Seal)

