

RESOLUTION NO. R-2025-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACCEPTANCE OF A GRANT FROM THE BASTROP ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF BASTROP IN THE AMOUNT OF FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) FOR ROADWAY IMPROVEMENTS AT HWY 71 WEST AND EDWARD BURLESON LANE, ADJACENT TO BURLESON CROSSING EAST RETAIL DEVELOPMENT, LOCATED AT HWY 71 WEST AND EDWARD BURLESON LANE, AS SHOWN IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop ("City") has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

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, Local Government Code 501.103 authorizes a Type B corporation to expend funds on projects 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; and

WHEREAS, the BEDC and City of Bastrop recognize that the project will create jobs, additional sales tax, and additional ad valorem tax; and

WHEREAS, the BEDC has approved a grant to the City of Bastrop in the amount of \$400,000.00; and

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

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

Section 1. The City of Bastrop hereby approves the Agreement attached hereto and 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. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

Section 3. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 4. Effective Date: This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

Section 5. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 22nd day of April 2025.

Signature Page to Follow

THE CITY OF BASTROP, TEXAS:



John Kirkland, Mayor Pro Tem

ATTEST:



Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:



City Attorney



THE CITY OF BASTROP, TEXAS:



John Kirkland, Mayor Pro Tem

ATTEST:



Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

City Attorney



RESOLUTION NO. R-2025-0009

A RESOLUTION OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION (BEDC) APPROVING A GRANT FROM THE BEDC TO THE CITY OF BASTROP IN THE AMOUNT OF \$400,000 FOR IMPROVEMENTS AT HWY 71 ADJACENT TO THE BURLESON CROSSING EAST RETAIL DEVELOPMENT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; 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, Local Government Code 501.103 authorizes a Type B corporation to expend funds on projects 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; and

WHEREAS, the BEDC recognizes that the project will create jobs, additional sales tax, and additional ad valorem tax; and

WHEREAS, the BEDC has approved a grant to the City of Bastrop in the amount of \$400,000; and

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

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

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.

RESOLUTION NO. R-2025-0009

BASTROP ECONOMIC
DEVELOPMENT CORPORATION



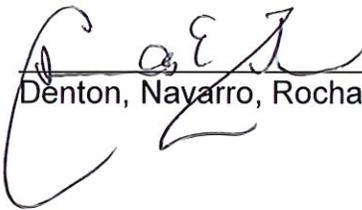
Ron Spencer, Board Chair

ATTEST:



Frank Urbanek, Board Secretary

APPROVED AS TO FORM:



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

RESOLUTION NO. R-2025-0009

Exhibit "A"
Infrastructure Grant Agreement Between the City of Bastrop and the
Bastrop Economic Development Corporation

**CITY OF BASTROP TYPE B ECONOMIC DEVELOPMENT CORPORATION
CITY OF BASTROP**

**AGREEMENT FOR A GRANT OF FUNDING TO CITY OF BASTROP
FOR INFRASTRUCTURE STUDY**

This Agreement for a Grant of Funding (“Agreement”) is made between the BASTROP TYPE B ECONOMIC DEVELOPMENT CORPORATION (“BEDC”) and the CITY OF BASTROP (“CITY”), according to the terms provided below and as evidenced by the signatures below:

WHEREAS, the BEDC was created pursuant to Title 12, Subchapter C1 of the Texas Local Government Code, the Development Corporation Act (the “Act”); and

WHEREAS, Section 501.103 of the Act authorizes BEDC expenditures that are found by the BEDC Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises streets and roads, and related improvements; and

WHEREAS, a request for grant funding in the amount of Four Hundred Thousand Dollars (\$400,000) for the purpose of infrastructure improvements related to the Burleson Crossing East Project has been made by the City of Bastrop (the “Project”); and

WHEREAS, the BEDC Board of Directors hereby finds and determines that the purpose of the expenditure is necessary to promote or develop new or expanded business enterprises.

NOW THEREFORE: The BEDC and CITY agree that the Recitals above constitute material and operative provisions in this Agreement, and they are incorporated by reference; the BEDC and CITY, in addition, agree as follows:

1. *AWARD OF FINANCIAL ASSISTANCE*. The BEDC hereby agrees to award a grant in the amount of Four Hundred Thousand Dollars (\$400,000) (“Grant”) to CITY for the Project.

2. *EFFECTIVE PERIOD*. CITY’S substantial compliance with the terms of this Agreement will begin upon the date of execution of this Agreement. This Agreement will continue in effect until the deadline to expend funds, as will be evidenced by an affidavit of completion submitted to the BEDC by CITY, along with any other documentation the BEDC may reasonably require, or on the first anniversary of the Effective Date, whichever comes sooner.

3. *DEADLINE TO EXPEND FUNDS*. The Grant funds must be expended within twelve (12) months of the date of execution of this Agreement.

4. *PROJECT FUNDS*. The funds provided under this Agreement shall be disbursed by the BEDC within thirty (30) days of the execution of this Agreement.

5. *USE OF FUNDS*. CITY shall use the funds disbursed hereunder exclusively for the purpose and in the manner set forth in this Agreement. Any modification of the use of funds proposed by CITY shall require prior written approval of the BEDC Board of Directors.

6. *EFFECTIVE DATE; TERMINATION.* This Agreement shall be effective upon execution and may be executed in parts, by the authorized representatives of the BEDC and CITY. Unless due to other circumstances as provided herein, this Agreement shall terminate upon completion of the Project.

7. *RETURN OF UNUSED FUNDS.* Upon completion or termination of the Project, any unused funds, rebates, or credits shall be returned to the BEDC within ten (10) days from the effective date of completion or termination of the Project.

8. *SEVERABILITY OF PROVISIONS.* If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein: it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

9. *ENTIRE AGREEMENT.* This Agreement, including any and all exhibits and attachments cited above, constitutes the final and entire Agreement between the parties hereto and contains all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by said parties.

10. *NOTICES.* For purposes of this Agreement, all official communications, and notices among the parties hereto and the CITY will be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

BEDC: Bastrop Economic Development Corporation
Attn: Executive Director
1311 Chestnut Street
Bastrop, Texas 78602

CITY: City of Bastrop
Attn: City Manager
1311 Chestnut Street
Bastrop, Texas 78602

Notice of changes of address by any party set forth hereinabove must be made in writing delivered to the other parties' last known respective addresses within five (5) business days prior to the effective date of the change.

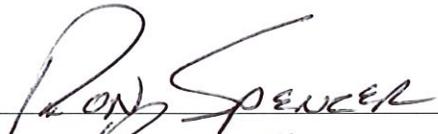
11. *CAPTIONS.* The captions and headings contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms or conditions of this Agreement.

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

This Agreement was executed by the parties on the 22nd day of April 2025.

BEDC:

BASTROP ECONOMIC DEVELOPMENT
CORPORATION
a Texas Type B Economic Development Corporation

By: 


CITY:

CITY OF BASTROP
a Texas Home Rule City

By: 
Acting Mayor pro tem