

RESOLUTION NO. R-2026-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE FOR A HOSPITAL FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, to fulfill its public purpose in attracting qualifying projects, the BEDC requires certain professional services, including without limitation, the contracting with and hiring of a consultant to assist the BEDC with conducting feasibility studies; and

WHEREAS, the BEDC finds that this study will promote new or expanded business development under LGC 505.158; and

WHEREAS, the BEDC Board of Directors took formal action at the board meeting of January 26, 2026, to authorize the BEDC to fund a hospital feasibility study in an amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500.00); and

WHEREAS, the City Council has reviewed the January 26, 2026, actions of the BEDC related to the expenditure noted herein, has considered and evaluated it, and has found it meritorious of the City Council's authorization and approval; and

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

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

Section 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the hospital feasibility study.

Section 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes expenditure of BEDC funds for a hospital feasibility study in an amount not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500.00).

Section 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

Section 4. Severability. If any provision of this Resolution is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Section 5. Two Readings Required. This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 27th day of January 2026.

READ and APPROVED on the Second Reading on the 10th day of February 2026.

APPROVED:



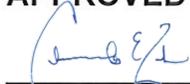
Ishmael Harris, Mayor

ATTEST:



Michael Muscarello, City Secretary

APPROVED AS TO FORM:



City Attorney
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech



HOSPITAL FEASIBILITY STUDY FUNDING AGREEMENT

STATE OF TEXAS §

COUNTY OF BASTROP §

This Agreement (the "Agreement") is entered into by and between the City of Bastrop, Texas, a home-rule municipality, ("City"), and the Bastrop Economic Development Corporation, a non-profit Texas corporation created pursuant to the authority of Title 12, Subchapter C1 of the Texas Local Government Code, ("BEDC"). City and BEDC are jointly referred to herein as the "Parties" and individually as a "Party."

RECITALS:

Whereas, the Parties desire to evaluate the feasibility of developing a full-service hospital and associated medical facilities to expand access to healthcare services for residents and the region (the "Study"); and

Whereas, the Parties desire to engage a qualified consultant to conduct a comprehensive feasibility study and have selected Realty Trust Group, Inc to determine the viability of such a project; and

Whereas, the Parties desire to have the BEDC fund the Study and the City manage the Study and contract with Realty Trust Group, Inc; and

Whereas, the necessary approvals of the Study pursuant to Section 505.158 of the Texas Local Government Code have occurred; and

Whereas, the Parties find the execution of this funding agreement to be in the best interest of the community.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and BEDC agree as follows:

ARTICLE 1 RECITALS

1.01 Recitals incorporated. The foregoing recitals are hereby incorporated herein for all purposes.

ARTICLE 2 TERM

2.01 Term. This Agreement shall be effective as of the Effective Date and shall terminate upon the conclusion of the Study. Notwithstanding any provision herein to the contrary, the BEDC shall have no obligation to fund any receipt or invoice received after the termination date.

ARTICLE 3 TERMS AND CONDITIONS

- 3.01 Purpose. The purpose of this Agreement is to evaluate the feasibility of developing a full-service hospital and associated medical facilities to expand access to healthcare services for residents and the region.
- 3.02 Amount. The BEDC agrees to fund up to fifty thousand dollars (\$50,000) for the Study.
- 3.03 Payments. The BEDC shall remit payment within 10 days of a submission by City of a written request for payment. Any request for payment shall include documentation from Realty Trust Group, Inc evidencing the amounts to be paid.

**ARTICLE 4
REPORTS**

- 4.01 Required Reports. The City shall deliver any reports related to the Study to the BEDC, including, but not limited to, all progress reports and findings. Reports shall be in a form acceptable to the Executive Director.

**ARTICLE 5
DEFAULT**

- 5.01 Default. A Party shall be deemed in default under this Agreement if such Party fails to materially perform, observe, or comply with any of the requirements or obligations set forth in this Agreement, or if any representations arising out of this Agreement are false; the non-defaulting Party shall be entitled to terminate this Agreement immediately and employ any legal remedies afford by law.

**ARTICLE 6
MISCELLANEOUS**

- 6.01 Non-Performance. The Parties agree that the BEDC's obligation to remit payment for services received under the Agreement with Realty Trust Group, Inc is unconditional and not dependent on completion or outcomes of the Study.

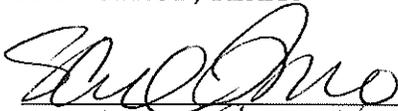
**ARTICLE 7
MISCELLANEOUS**

- 7.01 Amendments. This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 7.02 Authority. The person executing this Agreement on behalf of BEDC and City each represents that they have the power and authority to do so and to bind their principal to the terms of this Agreement.
- 7.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.
- 7.04 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

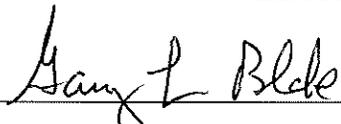
- 7.05 Governing Law and Venue. This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by the laws applicable to the State of Texas. Venue for any disputes arising under this Agreement shall be in Bastrop County, Texas.
- 7.06 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 7.07 Severability. If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 7.08 Waivers. No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.

THIS AGREEMENT IS DATED EFFECTIVE AS OF THE 26th DAY OF January 2026.

CITY OF BASTROP, TEXAS

By: 
Name: Sylvia Carrillo Trevino
Title: City Manager
Date: 1/26/2026

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: 
Name: GARY L. BLAKE
Title: BOARD CHAIR
Date: 1/26/2026