

RESOLUTION NO. R-2019-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AGREEMENT FOR THE PROVISION OF MAIN STREET PROGRAM SUPPORT BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop (“City”) maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop’s downtown district; and

WHEREAS, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the Bastrop EDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

WHEREAS, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

WHEREAS, the BEDC has found that the Bastrop Main Street Program promotes new or expanded business development in the Main Street Program Area thereby authorizing expenditures for the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

WHEREAS, the BEDC has found that \$45,000.00 of the \$50,000.00 per year of the Agreement with the City is considered a “promotional purpose” for Bastrop Main Street Program’s promoting of the City under Texas Local Government Code § 501.103, and is to be considered a promotional expense that does not exceed more than ten (10%) of the BEDC’s revenues for fiscal year 2019-2020; and

WHEREAS, the remaining \$5,000.00 of the \$50,000.00 per year of the Agreement with the City shall be considered an administrative expense; and

WHEREAS, after careful evaluation and consideration by the Bastrop City Council, the City Council has determined that this support can be accepted under Texas Local Government Code § 380.001 and services provided under Texas Local Government Code § 380.002, as required by Texas Local Government Code § 501.007, and according to the terms included within a support agreement by and between the parties, as attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the BEDC will allocate \$50,000 per year during the term of the Agreement to support and supplement the cost of maintaining the Bastrop Main Street Program in exchange for a commitment to utilize such support to promote new or expanded business development to enhance the BEDC's ability to accomplish its public purpose of enhancing, encouraging and supporting economic development in the Bastrop Main Street Program Area.

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

SECTION 1. That the City Council hereby approves the Agreement attached hereto and incorporated herein as Exhibit "A" and further authorizes the City Manager to execute the same and take all other actions necessary to implement said Agreement.

SECTION 2. That \$45,000.00 shall be considered a promotional expense for Bastrop Main Street Program's "promotional purpose" under Texas Local Government Code § 501.103 and said amount is to be considered a promotional expense that does not exceed more than ten (10%) of the BEDC's revenues for fiscal year 2019-2020.

SECTION 3. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 4. 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.

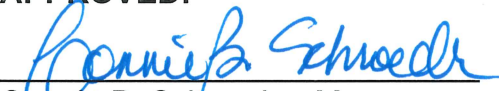
SECTION 5. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

SECTION 6. It is hereby officially found and determined that the meeting at which this 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.

[SIGNATURE PAGE FOLLOWS]

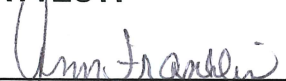
DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas,
this 24th day of September 2019.

APPROVED:



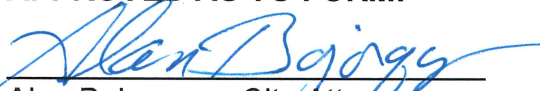
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

Exhibit "A"

Agreement for provision of Main Street Program Support between the City of Bastrop
and the Bastrop Economic Development Corporation

**AGREEMENT FOR PROVISION OF MAIN STREET PROGRAM SUPPORT
BETWEEN THE CITY OF BASTROP AND
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION**

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP §

THIS AGREEMENT (“Agreement”) is entered into and executed the 19 day of August, 2019 (“Effective Date”), by and between the CITY OF BASTROP, a municipal corporation, acting by and through its City Manager as authorized by its City Council, situated in Bastrop County, Texas (hereinafter referred to as “City”), and the Bastrop Economic Development Corporation (hereinafter referred to as “BEDC”) acting by and through its Chair of the Board, and provides as follows:

WHEREAS, the City maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop’s downtown district; and

WHEREAS, the vision of the Bastrop Main Street Program is to positively influence the continued preservation, enhancement and commercial vitality of Bastrop’s historic downtown as a distinctive destination that engages and inspires both residents and visitors; and

WHEREAS, this vision is implemented through the Bastrop Main Street Program’s mission that provides that the Program “through collaboration with other organizations and with volunteers’ insights, talents and energies, will be a catalyst for the continued revitalization, preservation and economic health of our historic downtown area.” Further, that the Program will be “Guided by the Main Street Four Point Approach of organization, design, promotion and economic vitality, we can continue positively transforming our historic downtown;” and

WHEREAS, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the BEDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

WHEREAS, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

WHEREAS, the BEDC desires to monetarily support the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

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

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following:

I. Findings

The foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part of this Agreement for all purposes.

II. City Obligations

The City agrees to utilize any funding provided under this Agreement to continue, through the funding and operation of the Main Street Program, to provide certain services that enhance the BEDC's ability to accomplish its mission of enhancing, encouraging and supporting economic development in the downtown area or "Main Street Program Area" that include, without limitation, the following services:

1. Supporting business expansion and retention of existing and future Main Street Program Area businesses;
2. Collaboratively marketing the Main Street Program Area and its assets;
3. Collaboratively providing training and small business resources for businesses in the Main Street Program Area, as well as the rest of the community;
4. Assisting with business recruitment in the Main Street Program Area;
5. Supporting the BEDC and community in its entrepreneurial and small business programs; and

III. BEDC Obligations

As consideration for the above listed services to be provided by the City, BEDC shall provide funding to the City in the amount of Fifty Thousand Dollars (\$50,000) per fiscal year, for fiscal years 2020 and 2021, conditioned upon the City's commitment to dedicate and utilize said funds exclusively to support the Main Street Program to achieve its vision through the implementation of its stated mission. The funding shall be prorated and paid monthly over the budget year.

1. Forty-five Thousand Dollars (\$45,000) of the funding provided is for promotional purposes and will not exceed ten percent (10%) BEDC's revenues, as required by Texas Local Government Code § 505.103; and
2. Five Thousand Dollars (\$5,000) of the funding provided is for administrative purposes.

IV. General Provisions

1. **Term.** Subject to early termination as provided below, this Agreement shall be in effect for a period of two (2) years, commencing October 1, 2019, and ending September 30, 2021.
2. **Non-Appropriations.** In the event that the BEDC's Board of Directors does not appropriate funds to make any payment under this Agreement for a fiscal year after the BEDC's fiscal year

in which this Agreement becomes effective, or in the event that the City's City Council does not appropriate funds to continue the Main Street Program department, then this Agreement will automatically terminate at the beginning of the first day of the successive fiscal year. The BEDC or the City, as applicable, shall use their best efforts to provide prior written notice of such impending termination as soon as possible following the formal determination of said non-appropriation.

3. **Termination.** In addition to automatic termination upon an event of non-appropriation provided above, either party may terminate this Agreement upon giving prior written notice to the other party, which termination shall be deemed effective the last day of the then current fiscal year. Further, if any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
4. **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event 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.
5. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of 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 to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the year and on the day indicated.

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

CITY OF BASTROP, TEXAS


Kathryn Nash, Board Chair

Lynda K. Humble, City Manager