

RESOLUTION NO. R-2025-182

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP, BASTROP COUNTY, AND WEST BASTROP VILLAGE REGARDING THE MANAGEMENT OF THE FLOODPLAIN IN THE DEVELOPMENT KNOWN AS "ADELTON", AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, a political subdivision of the State of Texas (the "City"), Bastrop County, a political subdivision of the State of Texas (the "County"), and West Bastrop Village Municipal Utility District of Bastrop County, a political subdivision of the State of Texas operating as a Municipal Utility District (the "District"), desire to enter into an interlocal agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code; and

WHEREAS, the District lies within the extraterritorial jurisdiction of the City of Bastrop, an unincorporated area of Bastrop County, Texas; and

WHEREAS, the District will contain a residential subdivision that is subject to the City's subdivision platting authority, as set forth in that certain January 10, 2006 1445 Interlocal Agreement between the City and the County; and

WHEREAS, the City has exclusive jurisdiction to regulate all subdivision plats, construction plans, and related permits, for development within the District; and

WHEREAS, the County is the regulatory authority for all aspects of the floodplain in the unincorporated portions of Bastrop County; and

WHEREAS, the developer and the County are seeking to clarify where the regulatory authority lies for the 100-year floodplain located within the development; and

WHEREAS, the County, City, and the District desire to enter into an interlocal agreement providing for the administration and regulation of any development affecting the floodplain within the District (the "Adelton ILA") to be the responsibility of Bastrop County; and

WHEREAS, City Council finds that it is necessary and proper to enact this Resolution.

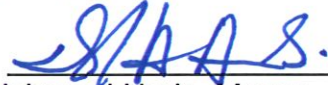
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:

- Section 1:** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2:** The City Council approves and authorizes the execution of the Amended and Restated Agreement, attached hereto as **Exhibit "A"**, on behalf of the City.
- Section 3. 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 4. 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 5. 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 6. 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.

[Signature Page to Follow]

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 21ST day of October 2025.

APPROVED:

by: 
Ishmael Haris, Mayor

ATTEST:


Michael Muscarello, City Secretary

APPROVED AS TO FORM:


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



INTERLOCAL AGREEMENT RELATED TO THE WEST BASTROP VILLAGE SUBDIVISION

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into by and between THE CITY OF BASTROP, a political subdivision of the State of Texas (the “City”), BASTROP COUNTY, a political subdivision of the State of Texas (the “County”), and WEST BASTROP VILLAGE MUNICIPAL UTILITY DISTRICT OF BASTROP COUNTY, a political subdivision of the State of Texas operating as a municipal utility district (the “District”). The City, County, and the District may hereinafter collectively be referred to as the “Parties.”

RECITALS

WHEREAS, West Bastrop Village, LTD (“Developer”) is constructing a master planned community (the “Development”) in the City’s extraterritorial jurisdiction and Development is subject to the City’s subdivision platting authority, as set forth in the January 10, 2006 Interlocal Agreement between the City and the County;

WHEREAS, the City, County, and District entered into a Road Maintenance Agreement on March 25, 2024, which outlined the obligations of the District to maintain all roads within the Development.

WHEREAS, the Parties desire to clarify which entity regulates certain aspects of development within the Development.

Now, therefore, the parties agree as follows:

ARTICLE ONE

- 1.1 The January 10, 2006 Interlocal Agreement applies to all building or development permits (including, without limitation, site plans) related to construction within the Development. The City will review and grant any and all building and development permits and such permits will comply with the City’s ordinances and land use regulations per the August 22, 2006 Planned Development Agreement (the “Development Agreement”), and any amendments thereto, between the City and Developer.
- 1.2 Provided, however, that the parties agree that the County will regulate all development within the floodplain and floodway within the Development, in accordance with the Bastrop County, Texas Flood Damage Prevention Order adopted May 8, 2023 (the “Order”), subject to any changes required by FEMA or federal regulation and will act as

the designated FEMA floodplain administrator for all construction within the floodplain and floodway in the Development, as set forth in the Order. County approval will be required for any matters the County is required to perform as the FEMA floodplain administrator with respect to development that affects the floodplain or floodway, all in accordance with the Order.

- 1.3 The City and/or Developer will file a memorandum of agreement to evidence the Development Agreement with the Bastrop County Clerk, in compliance with Texas Local Government Code Section 212.172(c) within thirty (30) days of execution of this Agreement.

ARTICLE TWO

- 2.1 This Agreement contains the entire agreement of the Parties concerning the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof, which are not expressed herein. For clarification, the Road Maintenance Agreement dated March 25, 2024 remains in full force and effect.
- 2.2 Any amendment to the Agreement must be in writing and signed by the authorized representatives of all Parties.
- 2.3 The Parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in Texas Government Code, Chapter 791, et. seq. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the Parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof.
- 2.4 Except as set forth above, this Agreement shall not be construed so as to modify, supplement, or otherwise alter the provisions of any other agreement entered into by and between the Parties.
- 2.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any suit arising under this Agreement shall be Bastrop County, Texas, or in the United States District Court of the Western District of Texas, Austin Division.

- 2.6 This Agreement may be executed in one or more duplicate originals, each of equal dignity.
- 2.7 This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of the Parties.

EXECUTED as of this 24th day of October, 2025, by the City of Bastrop, Texas.

CITY OF BASTROP, TEXAS

By: _____

Name: _____

Title: _____

Sylvia Carrillo-Trevino
City Manager

ATTEST:

By: _____

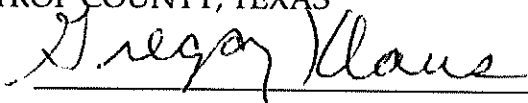
Name: _____

Title: _____

Victoria Psencik
Assistant City Secretary

EXECUTED as of this 14th day of October, 2025, by Bastrop County, Texas.

BASTROP COUNTY, TEXAS

By: 

Name: Gregory Klaus

Title: Bastrop County Judge

ATTEST:

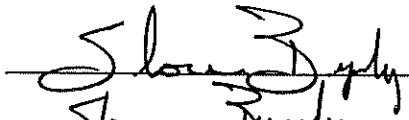
By: 

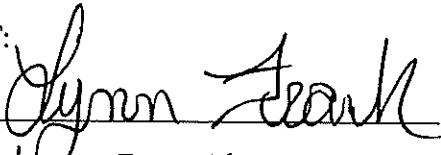
Name: Krista Bartsch

Title: Bastrop County Clerk

EXECUTED as of this 27th day of August, 2025, by West Bastrop Village Municipal Utility District of Bastrop County.

WEST BASTROP VILLAGE MUNICIPAL
UTILITY DISTRICT OF BASTROP
COUNTY

By: 
Name: Sharon Dyerly
Title: Vice President, Board of Directors

ATTEST:
By: 
Name: Lynn Frank
Title: Secretary, Board of Directors

EXECUTED as of this 18 day of September, 2025, by WEST BASTROP VILLAGE, LTD for the sole purpose of acknowledging and agreeing to Section 1.3 of this Agreement.

OWNER:

WEST BASTROP VILLAGE, LTD.
a Texas limited partnership

By: WBV GP, LLC
a Texas limited liability company, general partner

By: Myra J. Goepf
Myra J. Goepf, Manager

ATTEST:

By: [Signature]

Name: Jerry Spence

Title: Notary Public State of Texas

