

RESOLUTION NO. R-2026-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING RESOLUTION NO. R-2023-70 REGARDING A TEMPORARY COMPENSATION INCREASE FOR THE CITY MANAGER WHILE SERVING AS INTERIM DIRECTOR OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND RESTATING EXHIBIT A; AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO THE CITY MANAGER'S EMPLOYMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2022, the City of Bastrop (the "City") approved an employment agreement with Sylvia Carrillo engaging her to serve as City Manager (the "City Manager"); and

WHEREAS, on March 27, 2023, the Bastrop Economic Development Corporation (the "BEDC") appointed the City Manager as Interim Executive Director with a payment allocation of 25% of the BEDC Director's salary; and

WHEREAS, on April 25, 2023, the City Council approved Resolution No. R-2023-70 that amended the employment agreement with the City Manager to provide for additional compensation to be paid to the City Manager for services provided to and paid for by the BEDC; and

WHEREAS, the City Manager has continued to provide services to the BEDC as Interim Executive Director; and

WHEREAS, on January 26, 2026, the BEDC approved a one-time increase of \$7,500 to compensation of \$42,500, for a total of \$50,000, to be provided to the City Manager for Interim Director services, reflected in the approved Interim Executive Director Services agreement, attached as Exhibit A; and

WHEREAS, the City Council desires to restate Addendum #1 to the Employment Agreement between the City of Bastrop and the City Manager, attached as Exhibit B; and

WHEREAS, the City Council finds it in the best interest of the City to amend Resolution R-2023-70 and restate Addendum #1 to the Employment Agreement between the City of Bastrop and the City Manager.

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

Section 1. All 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 hereby amends Resolution R-2023-70 and restates Addendum #1, attached as Exhibit B, to the City Manager's employment agreement.

Section 3. 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. 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. 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.

APPROVED & ADOPTED by the City Council of the City of Bastrop on this 27th day of January 2026.

APPROVED:



Ishmael Harris, Mayor

ATTEST:



Michael Muscarello, City Secretary



APPROVED AS TO FORM:



City Attorney

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

Exhibit A
Interim Executive Director Services Agreement

**INTERIM EXECUTIVE DIRECTOR SERVICES AGREEMENT BETWEEN
THE CITY OF BASTROP, TEXAS, & THE
BASTROP ECONOMIC DEVELOPMENT CORPORATION**

This Agreement is made between the City of Bastrop, Texas, (City), a home-rule municipality and the Bastrop Economic Development Corporation (Corporation), a non-profit Texas corporation created under the authority of section 4B of the Development Corporation Act of 1979, as amended and in compliance with Texas Local Government Code Section 501.007. In consideration of the mutual promises contained herein, the parties agree as follows:

1. **Interim Executive Director Services.** The City shall provide the Corporation Interim Executive Director services (the "Services") in consideration for forty-two thousand five hundred dollars (\$42,500.00) per year to be paid in equal monthly installments, plus an amount equal to the corresponding standard TMRS contribution, to be paid consistent with City direction. For Fiscal Year 2026, an additional seven thousand five hundred dollars (\$7,500) shall be paid by the Corporation to the City for Interim Executive Director services.
2. **Interim Executive Director.** The City Manager shall serve as the Interim Executive Director.
3. **Review.** The City and Corporation shall review the services being provided herein upon request.
4. **Term & Termination.** This Agreement is effective from the Effective Date and continues in effect until a permanent Executive Director is hired or the Agreement is otherwise terminated by either party by giving the other thirty (30) days prior written notice of termination.
5. **Prior Agreement.** This Agreement supersedes and replaces any prior agreements between the parties.
9. **Law & Venue.** This Agreement shall be subject to all federal laws and the laws of the state of Texas as applicable to the parties and for the purposes expressed herein. Venue shall lie in Bastrop County, Texas.
10. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity nor to create any legal rights or claim on behalf of any third party.
11. **Amendments & Modifications.** This Agreement may not be amended or modified except in writing and executed by the parties.
12. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or

provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

13. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. The parties have executed and attested this Agreement by their officers as duly authorized on the date first written above.
14. **Assignment.** This Agreement may not be assigned without the prior written consent of the other party.
15. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

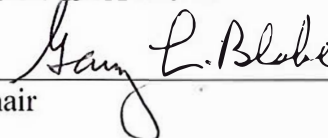
Effective Date January 27, 2026

CITY OF BASTROP:




Mayor

BASTROP ECONOMIC DEVELOPMENT CORPORATION:



Chair

ATTEST:



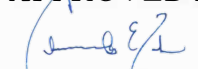
City Secretary

ATTEST:



Secretary *Operations manager*

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FORM:



General Counsel

Exhibit B
Addendum #1 to the Employment Agreement between the City of Bastrop
and the City Manager

ADDENDUM #1

to the Employment Agreement between the City of Bastrop & Sylvia Carrillo

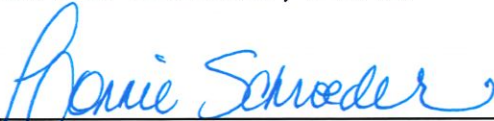
(executed on or about September 2, 2022)

NOW, THEREFORE, the City of Bastrop (City) and Sylvia Carrillo (Manager), for and in consideration of the terms, conditions, and provisions hereinafter established, have agreed to this Addendum and do hereby agree as follows:

1. **INCLUSION.** This Addendum shall be incorporated into and become a part of the Employment Agreement.
2. **AUTHORIZATION.** The City hereby designates and authorizes Manager to serve as the Interim Director of the Bastrop Economic Development Corporation (BEDC) through an agreement between the City of Bastrop and the BEDC.
3. **ADDITIONAL REMUNERATION.** So long as Manager serves as the Interim Director of the BEDC, Manager shall be entitled to receive and the City shall pay to Manager additional remuneration in an amount equal to the compensation the City receives from the BEDC for this service.
4. **PAYROLL PROCEDURES.** Payments from the City to the Manager shall be in accordance with standard City policies and procedures and consistent with the City's routine payroll practices for the Manager (including standard withholdings, deductions, and contributions, etc.).
5. **DURATION.** This Addendum and the additional compensation provided for herein shall be in effect until the Interim Executive Director Services Agreement between the City and BEDC expires or is terminated.
6. **LIMITATION.** Nothing herein shall be construed as modifying any other term or condition of Manager's Employment Agreement.
7. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is finally signed by the Parties. However, the additional compensation payable from the City to the Manager for Interim Executive Director Services shall be deemed to have accrued and become payable commencing March 13, 2023.


**The duly authorized parties having mutually agreed to the terms stated herein,
this Addendum was executed as evidenced by the affixing of signatures below.**

CITY OF BASTROP, TEXAS:

by: 
Connie Schroeder, Mayor

Executed this, the 20th day of April 2023.

ATTEST:

by: 
Ann Franklin, City Secretary

APPROVED AS TO FORM:

by: 
Alan Bojorquez, City Attorney

MANAGER:

by: 
Sylvia Carrillo

Executed this, the 5th day of
May 2023.

ATTEST:

by: 
Notary Public

