

**CITY OF WILLOW PARK
EMPLOYMENT AGREEMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF PARKER §

THIS CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into, effective the 9th day of June 2026, by and between the Employer, City of Willow Park, Texas, a Texas municipal corporation (the "City") and Employee, Antonette A. "Toni" Fisher (the "Employee").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Willow Park (the "Council") and the Employee believe that an employment agreement negotiated between the Council, on behalf of the City, and the Employee can be mutually beneficial to the City, the Employee, and the community they serve;

WHEREAS, the Council and the Employee believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to employ the services of the Employee, as the City Manager of the City of Willow Park ("City Manager"), pursuant to the terms, conditions and provisions of this Agreement;

WHEREAS, Employee has agreed to accept employment as the City Manager, subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the City and the Employee, for and in consideration of the terms, conditions and provisions hereinafter established, have agreed, and do hereby agree as follows:

I. **Employment.** Effective as of the date hereof Employee shall faithfully and competently and to the best of her abilities, serve Employer as City Manager, and she shall devote her working time to the duties and responsibilities set forth by City Ordinance.

Employee shall serve as the chief administrative and executive officer of the City and faithfully perform the duties of the City Manager to the best of her abilities as prescribed by the job description, as set forth in the City Ordinances, and as may be lawfully assigned by the Council. Further, the Manager shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter, if any; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

Manager shall also perform each of the additional following duties not prohibited by or in material conflict with any existing provisions of the City Ordinances:

- a. Develop and establish internal regulations, rules, and procedures as deemed necessary for the efficient and effective operation of the City.
- b. Direct, assign, create, describe, organize, arrange, evaluate, and compensate all City employee positions who report to the Manager, in accordance with city policies and ordinances, subject to limitations established by the City's annual budget, and with prudence.
- c. Accept all resignations of employees of the City, except for those employees that report directly to the Council and whose resignation must be accepted by Council.

II. **Term of Employment.** The term of this Agreement shall be for an initial term of two (2) years beginning on June 9, 2026 (the "Commencement Date") of this employment agreement, and shall remain in effect, at the pleasure of the Council, until June 30, 2028, or until terminated as provided herein. The Employer may, by action of the Council, and with the consent and approval of the Manager, extend the term of this Agreement for two (2) additional terms of one (1) year each.

III. **Criticisms, Complaints, Requests, Inquiries, and Suggestions.** The Mayor and/or Council, individually and collectively, shall refer all substantive criticisms, complaints, requests, inquiries, and suggestions, in a timely manner, to the Employee for her study, response and/or appropriate action, and the Employee shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Mayor and Council of the results of such efforts.

IV. **Reassignment.** The Employee cannot be reassigned from the position of City Manager to another position without the Employee's prior written consent.

V. **Compensation; Base Salary; Adjustment to Base Salary.** As compensation of Employee's services under this Agreement, Employer shall pay and Employee shall accept a base salary of One Hundred Eighty-Seven Thousand Five Hundred Dollars and .00/100 (\$187,500.00),

subject to market adjustments of such kind and nature as are offered to all City management employees. Any additional compensation will follow all policies as set out in the Employer's Employment Policies and Procedures. Amendments and/or extensions to the Term of this Agreement may, at the discretion of the City Council, include an increase in the Employee's base salary.

VI. **Benefits.** During the term of the Employee's employment pursuant to this Agreement, Employer shall provide Employee with employment benefits of such kind and nature as are offered to all City management employees and described in Employer's Employment Policies and Procedures, as the same now exists or may from time to time hereafter be amended. Employer shall provide Employee with the following benefits:

- a. **Vacation and Holidays.** Employee shall accrue vacation hours at a rate of twenty (20) hours per month during the term of this Agreement (thirty (30) days per year). The maximum vacation balance that may be carried over from year to year shall be 240 hours. Upon mutual ratification of this Agreement, Employee shall be credited with forty (40) hours of vacation leave.

Employee shall be authorized holiday leave as provided to other full-time employees through the Employer's Employment Policies and Procedures.

- b. **Sick Leave.** Employee shall accrue sick leave at the rate of eight (8) hours per calendar month as provided in the Employer's Employee Handbook. The maximum sick balance that may be carried over from year to year shall be 240 hours.
- c. **Insurance Benefits.** Employer shall provide Employee with insurance benefits consistent with those provided to all other management employees and pursuant to the Employer's Employee Handbook.
- d. **Retirement.** Employer shall make reasonable and customary contributions on the Employee's behalf to the Texas Municipal Retirement System (TMRS), with City contributions consistent with those provided to all other management employees and pursuant to the City's Employment Policies and Procedure. Employee is responsible for her portion of such payments.
- e. **Professional Memberships.** Employer shall pay the professional dues and subscriptions necessary for Employee's continued participation in national, regional, state, and local professional associations and organizations necessary and desirable for her continued professional growth and advancement, and for the good of Employer. Expenses incurred shall be subject to limitations established by the Employer's annual budget.
- f. **Professional Conferences.** Employer shall pay the conference tuition, travel, food, lodging and incidental expenses of Employee for professional and official

travel, meetings and occasions relating to Employer business as approved according to Employer's policies. Expenses incurred shall be subject to limitations established by the Employer's annual budget.

- g. **Civic organizations.** Employer shall pay the annual dues and expenses of Employee for membership in such area civic organizations as Employee may choose to join. Expenses incurred shall be subject to limitations established by the Employer's annual budget.
- h. **Equipment.** The City agrees to pay Manager, during the term of this Agreement or any extension thereto, and in addition to other salary and benefits herein provided, the sum of Ten Thousand Dollars and 00/100 (\$10,000.00) per year, payable in monthly installments as a vehicle allowance.

Employee shall be issued all necessary and required technology for performance of her duties, including cell phone, laptop computer, related technology, and equipment.

- i. **Educational Reimbursement.** The employee is eligible to participate in the Tuition Reimbursement Program for a future degree program for professional development upon approval by the City Council, subject to the provisions in the Employer's Policies and Procedures.
- j. **Hours of Work.** The Council recognizes that Employee is expected engage in the hours of work that are necessary to fulfill the obligations of the City Manager position and must devote a great deal of time outside the normal office hour to the business of the City. Employee acknowledges the proper performance of the duties of the City manager of the City will require Employee to generally observe normal business hours in-person and will also often require the performance of necessary services outside of normal business hours. Employee agrees to devote such additional time as is necessary for the full and proper performance of her duties and that the compensation provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted to Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal job responsibilities of the City Manager.

VII. **Termination of Employment.** Employee's employment may be terminated before the expiration of the term of this Agreement only as follows:

- a. Employee's employment pursuant to this Agreement shall terminate automatically upon the death of the Employee. Promptly thereafter, Employer shall pay the Employee's estate Employee's base salary at the then current rate through the date of death, plus a lump sum cash payment in an amount equal to Employee's accrued but unused vacation time and accrued sick leave, up to a maximum of 240 hours, all as provided in the Employer's Employment Policies and Procedures.

- b. Employee may terminate her employment pursuant to this Agreement upon no less than thirty (30) days prior written notice to the Employer, which notice requirement may be waived in whole or in part by the Mayor with the consent of the Council in their sole discretion. Promptly following the effective date of Employee's termination of her employment pursuant to this section Employer shall pay to Employee her base salary through the effective date of termination, at the then current rate, plus a lump sum cash payment in an amount equal to Employee's accrued unused vacation time and accrued sick leave, up to a maximum of 240 hours, as provided in the Employer's Employment Policies and Procedures.
- c. Employee's employment pursuant to her Agreement may be terminated at any time in the sole and exclusive discretion of Employer for any reason or for no reason. Such termination shall only become effective upon thirty (30) days-notice given to Employee, and the following provisions:
 - 1. If such termination is not for cause, as that term is defined herein, the Employee shall receive her base salary to the effective date of her termination, plus a lump sum cash payment in an amount equal to Employee's accrued, unused vacation time and accrued sick leave, up to a maximum of 240 hours, all as provided in Employer's Employment Policies and Procedures. Employee shall further receive severance pay in the amount of equivalent to twenty (20) weeks of the Employee's salary. All severance pay shall be paid in a lump sum amount subject to all applicable withholding, including TMRS contributions, unless otherwise agreed by both parties. Payment of severance is conditional upon Employee's execution of a separation agreement and release of claims.
 - 2. If such termination is for cause, as that term is defined herein, the Employer shall within thirty (30) days after the effective date of termination of Employee's employment pursuant to this subsection pay to Employee her base salary through the date of termination, plus lump sum cash payment in an amount equivalent to her accrued but unused vacation time. "Cause" shall be limited to the following:
 - i. Material breach of this Agreement or misconduct by Employee. A determination of "cause" as described in this section shall be within the province of the Employer. Employee's failure or refusal to carry out, implement, or adhere to lawful policies, directives, duties, or instructions constitute cause.
 - ii. Unreasonable neglect or refusal to perform the duties and responsibilities assigned to Employee, or failure to provide an acceptable quality of professional service. "Acceptable quality of professional service" means a quality that would be generally acceptable in the opinion of a majority of the Mayor and Council.

- iii. Any misconduct by Employee involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Employee's official duties hereunder. Cause as defined in subparagraph (c)2(iii) shall be grounds for immediate termination and Employee shall not be entitled to notice.
- iv. Disability of employee as determined by the Mayor and City Council following a continuous absence of employee for a serious health condition or incapacity which prevents Employee from performing the essential functions of her position.
- d. Immediately upon the effective date of termination of employee, Employee shall cease to perform any activities on behalf of, and will cease to hold himself out as representing Employer, and will forfeit and return all Employer issued equipment and other Employer owned property assigned to, or in the possession of the Employee.

VIII. **Provisions of General Applicability.**

- a. Performance Evaluations. The Council shall conduct a performance review at its own discretion and at least once annually, and no later than November 15th of each year, effective as of the date of this Agreement. Merit compensation, by additional value or percentage, in addition to Manager's annual salary and above market adjustments to all City management employees, is at the discretion of the Council.
- b. Amendment. No amendment or modification of this Agreement shall become effective unless authorized by the City Council and made in writing and signed by both Employer and Employee, except that the Mayor and Council may approve and authorize adjustments in compensation without amendment to this Agreement.
- c. Integration. Except for documents expressly referred to within this contract, which are hereby incorporated by reference as though fully set forth herein, this document expresses the complete agreement between Employer and Employee, and they have not entered into any other agreements, either oral or written.
- d. Severability. To the extent any provision of this Agreement shall be found invalid or unenforceable, it shall be considered deleted here from, and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.
- e. Notice. All notices required or permitted to the given hereunder shall be in writing and shall be given to the parties addressed as follows:

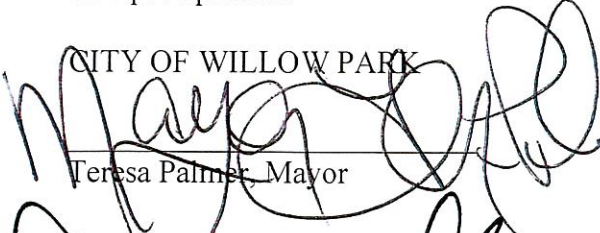
To Employee: Antonette A. "Toni" Fisher
 [At address on file with Human Resources Dept.]

To Employer: Teresa Palmer; Mayor
City of Willow Park, Texas

With a copy: Messer Fort, PLLC
6371 Preston Ave; Suite 200
Frisco, Texas 79034

Or at such other address as a party may be noticed direct. Notices shall be deemed given only upon personal service on the party or upon confirmation of receipt by US Mail, certified mail, return receipt requested.

CITY OF WILLOW PARK


Teresa Palmer, Mayor

EMPLOYEE


Antonette A. "Toni" Fisher

Attest:


Deana McMullen, City Secretary

Approved as to form:

Wm. Andrew Messer
City Attorney