

EMPLOYMENT AGREEMENT

This Employment Agreement ("*this Agreement*") is entered into by and between The City of Woodcreek ("*the City*"), and Brenton Lewis ("*Employee*") (*the City* and *Employee* are collectively "*the Parties*") regarding Employee's employment.

1. Employment & Term. The City agrees to employ Employee as the City's Administrator/Manager until Employee (i) resigns his employment with the City; or (ii) is removed in accordance with *Texas Local Government Code, § 22.077*.

2. Duties. Employee shall be the chief administrative officer of the city and shall be responsible to the City Council for the proper administration of all affairs of the city. Employee agrees to perform the functions and duties (i) customarily assigned to and performed by an Administrator for a municipality similar in size to the City; and (ii) all legally permissible and proper duties and functions of a City Administrator as may from time to time be assigned by the City. Such duties include, but are not limited to:
 - (a) Prepare job descriptions for approval by the City Council; delegate duties to the officers and employees of the city; supervise the day-to-day operations, functions and programs of the city; and make recommendations to the Mayor and City Council on any and all personnel, performance, administration, programs, projects, management, financial and general governance issues;

 - (b) Direct, coordinate and provide oversight over all departments, programs and projects of the City;

 - (c) On behalf of the Mayor and City Council, and as requested by the Mayor and City Council, perform administrative and management functions, if any, that are made the responsibility of the Mayor and City Council, including, but not limited to, the following: (i) Ensure that all applicable laws and ordinances are enforced; (ii) Ensure that a system of financial checks and balances is in place and is rigorously upheld to include, as a minimum, the segregation of duties as directed and approved by City Council; (iii) Supervise and inspect the conduct of all subordinate officers and employees of the city; (iv) Cause all negligence, carelessness and violations of duty by the employees and officers to be given appropriate consideration; (iv) Communicate and make recommendations to the City Council for the administration and management of the city; and (v) Supervise programs and projects, issue permits and perform other duties as assigned by the Mayor or the City Council;

 - (d) Attend all meetings of the City Council with the right to participate in the discussion, but have no vote;

- (e) In consultation with the Mayor, the Chief Budget Officer of the city, prepare, review and submit to the City Council prior to the beginning of each fiscal year a budget for proposed expenditures for the ensuing year together with a message describing the important features of said budget; assist the City Council with respect to its consideration of said budget; and assure the proper administration of the budget after its adoption;
- (f) Prepare and submit to the City Council as of the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year; and
- (g) Report to City Council in a timely fashion as specific issues arise, as part of regular City Council meetings, on the financial condition and needs of the City; provide timely information and assistance to City Council, as requested by the City Council; and work with City Council to ensure an annual audit is completed as required.

3. Compensation.

- (a) Salary & Compensation. The City agrees to pay Employee (1) an annual gross salary of one-hundred and five thousand dollars (\$105,000.00), paid in twenty-four equal installments (“Base Salary”); (2) an annual allowance of six-thousand dollars (\$6,000.00) for a vehicle, paid in twenty-four equal installments. If City business requires Employee to travel out of Hays County, Employee will be paid mileage at the then prevailing IRS rate; and (3) one-hundred percent of Employee’s health insurance coverage through TML Multi-State Intergovernmental Employee Benefits Pool, including medical, dental, vision, and life and AD&D coverage, eye coverage, and basic life insurance.
- (b) Salary Increase. Employee’s Base Salary of one-hundred and five thousand dollars (\$105,000.00) shall annually increase three (3) percent, or more if approved by the City. Said increase shall be effective January 1 of each year.
- (d) Paid Time Off. In addition to holidays approved by the City, Employee shall receive two (2) days of paid time off per month (“PTO”). PTO may be used as Employee sees fit. In no event may Employee accrue more than sixty (60) PTO days. All accrued PTO will be paid to Employee upon termination or resignation.
- (e) Severance Pay. If employee is terminated under *Texas Local Government Code, § 22.077(b)*, Employee shall be paid six (6) months severance equal to the Employees then current Base Salary, as well as expense reimbursements due. If employee is terminated under *Texas Local Government Code, § 22.077(a)*,

Employee shall not be entitled to severance, but shall be entitled to expense reimbursements due.

4. Performance Evaluation. Employee, at least once a year, will meet with the Mayor and Mayor Pro Tem and receive a performance evaluation that will be reduced to writing.

5. Notice.

Any notice required or permitted to be given under this Agreement will be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt request, or by telecopier, as follows:

City: The City of Woodcreek
Attn: Mayor
41 Champions Circle
Woodcreek, Texas 78676

With a copy to: Kent E. Wymore IV
The Wymore Law Firm, PLLC
1250 Capital of Texas Highway South
Building Three, Suite 400
Austin, Texas, 78746
(512) 346-3600
(866) 211-4235 fax
kent@thewymorelawfirm.com

Employee: Mr. Brenton Lewis
20 Wilson Circle
Woodcreek, Texas 78676

Notice given by personal delivery, courier service or mail will be effective upon actual receipt. Notice given by telecopier will be confirmed by appropriate answer back and will be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's business day after actual receipt if received before the recipient's normal business hours. All notices by telecopier will be confirmed promptly after transmission in writing, email, by mail or personal delivery. Any party may change any address to which notice is to be given by giving notice as provided herein of such change of address.

6. Miscellaneous.

(a) Modification. This Agreement may be modified only by a writing executed by both parties.

- (b) Attorney's Fees. The prevailing party in any action to enforce or interpret the provisions of this Agreement shall be entitled to recover such party's reasonable costs and attorneys' fees.
- (c) Survival. Each covenant and/or provision in this Agreement shall be enforceable independently of every other covenant and/or provision, and further, in the event any covenant and/or provision of this Agreement is determined to be unenforceable for any reason, the remaining covenants and/or provisions will remain fully effective, binding and enforceable. If a court of law finds any covenant and/or provision of this Agreement overly broad and unenforceable, the court may modify the limits of the covenant and/or provision to render it enforceable. This Agreement shall survive the termination of Employees employment with the City and does not in any way restrict the right of the City to terminate Employees employment at any time and for any reason and is binding upon my heirs and legal representatives. In the event the City should consolidate, merge into another entity, or transfer substantially its assets or operations to another entity, this Agreement shall continue in full force and effect with regard to the surviving entity and may be assigned by the City. Employee may not assign his or her rights under this Agreement to any other person or entity.
- (d) Jurisdiction & Venue. This Agreement shall be governed by the laws of the State of Texas, and venue for any litigation arising out of this Agreement shall be in Hays County, Texas.
- (e) Non-Waiver. No breach of any provision hereof shall be deemed waived unless such waiver is in writing. Furthermore, any waiver of any breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof, nor shall such waiver constitute a continuing waiver.
- (f) Binding Nature & Effect. This Agreement will be binding upon Employee's heirs, executors, administrators and other legal representatives and will be for the benefit of the City.
- (g) Additional Employee Acknowledgements. Employee acknowledges and agrees to each of the following items:
 - (i) Employee is executing this Agreement voluntarily and without any duress or undue influence by the City or anyone else;

- (ii) Employee has not been induced to enter into this Agreement by any representations, statements, warranties, or agreements other than those expressed in this Agreement.
- (iii) Employee has carefully read this Agreement. Employee has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands them;
- (iv) Employee has sought the advice of an attorney of Employee's choice if Employee wanted to before signing this Agreement;
- (v) This Agreement embodies the entire understanding of the City and Employee concerning the matters addressed in this Agreement; and
- (vi) There are no other agreements or understandings, written or oral, in effect between the City and Employee relating to the subject matter of this Agreement.
- (vii) Employee agrees to execute any proper oath or verify any proper document required to carry out the terms of this Agreement.

8. Integration. The parties agree that this Agreement contains all representations on the subject matter of this Agreement made by one to the other and that any prior statement or agreements are merged in this Agreement. This Agreement supersedes and replaces any prior employment agreement, written or not, between the parties hereto.

NOW THEREFORE, the City and Employee execute this Agreement to be effective as of March 11, 2020.

The City of Woodcreek



By: Mayor Gloria Whitehead

Employee

