

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of the Effective Date (as defined below) by and between the Town of Enchanted Oaks, Texas (the “Town”) and Melissa Kreindel (“Employee”).

### 1. Duties and Scope of Employment.

(A) *Position and Duties.* The Town agrees to employ the Employee as its City Administrator and City Secretary reporting directly to the Town Council. Employee shall have such duties, powers, authority, responsibilities, and obligations as provided by law to a City Administrator, City Secretary, and Court Clerk. In particular, and not in limitation to the duties as City Administrator, City Secretary, and Court Clerk and such other duties as may be assigned, Employee shall:

- Provide services for 20-24 hours per week or as needed, with normal office hours Monday through Thursday from 8:00 am to 12:00 pm, administrative hours from 12:00pm to 1:00pm or 2:00pm depending on necessity.
- Manage town facilities: Roads & Drainage, Swimming Pool, Town Hall, Police Station, Waste Management, Trailer Parking, Boat Launches, Parks
- Oversee, manage, and coordinate City Works Projects: e.g. Waste Management Site
- Manage, direct, and supervise Town Employees (currently consisting of the Police Chief and Building and Grounds maintenance personnel). If a Town employee (such as the Police Chief) is appointed by the Town Council, the City Administrator shall provide a recommendation to the Town Council as to the evaluation, compensation, discipline or termination of the employee.
- Oversee and coordinate Code Enforcement with Police Chief
- Assign citizen access to Trailer Parking and Waste Management
- Respond to citizen queries and complaints
- Oversee enchantedoaks.org web site content to ensure compliance and transparency
- Assist the Mayor, if needed, to prepare and present to Council a yearly budget, to include Capital Planning and 5-year forecast
- Assist the Mayor, if needed, with providing property tax and fee recommendations to Council yearly in conjunction with the preparation and presentation of the annual budget
- Assist the Mayor, if needed, to complete State and County ad valorem tax reporting yearly
- Review and update Insurance coverage yearly
- Obtain and manage grants: e.g. Disaster Mitigation funding
- Report to and perform such other duties as assigned by the Council.
- Attend regular monthly Town Council meetings and other Town Council meetings as needed. Provide reports to Council, take minutes of meetings, to be transcribed and sent to Council members in a timely manner.
- Pick up mail from Mabank post office box two to three times a week and distribute or file as necessary during office hours. Review mail for time sensitive information, making sure deadlines are met.

- Maintain Town Hall Office with needed equipment, supplies, and materials.
- Perform coordination with other entities, prepare correspondence, billing, and other administrative tasks as required by the office of secretary or as directed by the Town Council.
- Maintain commission as a Texas notary, and any legally required certifications as Court Clerk and Emergency Management duties as required.

## 2. Term

Unless sooner terminated in accordance with the provisions of Section 4 of this Agreement, the Town agrees to employ the Employee, and Employee agrees to continue in employment with the Town, as its City Administrator and City Secretary, beginning on the Effective Date and continuing thereafter until September 30, 2026, inclusive.

## 3. Compensation; Benefits; Expenses.

(A) *Compensation.* For the services rendered by Employee during the term of this Agreement, Employee shall be paid \$32.50 per hour, payable semi-monthly. Any work more than 24 hours per work week, will be paid at the contract hourly rate of \$32.50. Any work more than 8 hours per day or 40 hours per work week, if requested and/or approved by the Town Council, will be at one and a half times the contract hourly rate. Work done on a holiday will be compensated at twice the contract hourly rate.

(B) *Paid Holidays.* The Town office will be closed on the below listed holidays. When a holiday falls on Saturday the holiday will be observed on the preceding Thursday, and if it falls on Sunday it will be observed on the following Monday.

Columbus Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Eve  
 Christmas Day  
 New Year's Day  
 MLK Day  
 Washington's Birthday  
 Memorial Day  
 Juneteenth  
 Independence Day  
 Labor Day

(C) *Benefits.* As a Town employee, Employee is covered by the Town's worker compensation insurance program. Employee acknowledges that the Town does not provide other benefits such as health or dental insurance, deferred compensation, or TMRS or other retirement benefits.

(D) *Paid Time Off (PTO).* Employee shall be entitled to twelve days (60 hours) of PTO per year.

Employee may carry over not more than four days (20 hours) of unused PTO to the succeeding year, to be used within the first quarter of that year. The Mayor, Mayor Pro-Tem, or Town Council must approve in advance the use of PTO whenever feasible. If Employee needs to use a day for illness, the employee must notify the Mayor, Mayor Pro-Tem, or Town Council as much in advance as is reasonable given the circumstances. PTO is accrued at the rate of 2.5 hours per pay period. PTO may be used in advance of accrual as approved by the Mayor, Mayor Pro-Tem, or Town Council. Unused, accrued, PTO is paid in the event of employee termination.

#### **4. Termination.**

(A) The Town may terminate Employee's employment either for Good Cause or at will and without Good Cause at any time. In the event the Employee is terminated without Good Cause, the Town agrees to pay Employee severance pay in a sum equal to the "Base Salary" (one month) then in effect. For purposes of this Agreement, the Town shall have "Good Cause" to terminate Employee's employment if:

- (1) Employee fails to substantially perform their duties hereunder and such failure is not cured or discontinued within a reasonable period of time, not to exceed three days, after Employee receives written notice from the Town specifying the grounds for such failure;
- (2) Employee is for any reason disqualified from performing their functions as a City Administrator or City Secretary in Texas or the jurisdiction of Henderson County or commits an act of dishonesty intended to result in personal enrichment at the expense of the Town; or
- (3) Employee engages in conduct or misconduct in the performance of their duties resulting in a material adverse effect on the Town.

(B) The severance pay provided in this Section is expressly conditioned on Employee's execution of an appropriate release of all claims, known or unknown, that Employee may then have or contemplate.

(C) If the Employee voluntarily resigns their position during the term of this Agreement, Employee is not entitled to severance pay but can be paid for any unused PTO.

**5. Notices.** Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**6. Attorney's Fees.** Should either party to this Agreement commence legal proceedings against the other

to enforce the terms and provisions of this Agreement, the party losing in such legal proceedings shall pay the reasonable attorneys' fees and expenses (including, but not limited to expert witness fees and deposition expenses) of the party prevailing in such legal proceedings.

**7. No Assignment.** Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**8. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**9. Waiver.** Either Town or Employee shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but except as otherwise provided herein such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**10. Governing Law; Venue.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Henderson County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Henderson County, Texas.

**11. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**12. Binding Effect.** Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**13. Gender.** Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**14. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**15. Computation of Deadlines.** If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

**16. Dispute Resolution; Enforcement of Contract.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than five days after receipt of the notice of dispute; (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute; (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

**EXECUTED** on the dates indicated below but deemed to be effective as of the 1st day of June, 2026 (the "Effective Date").

**TOWN:**

**EMPLOYEE:**

\_\_\_\_\_  
Judy King  
Mayor

\_\_\_\_\_  
Melissa Kreindel  
City Administrator & City Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_