

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 Regina Kiser (“Employee”).

1. Duties and Scope of Employment.

(A) *Position and Duties.* The Town agrees to employ the Employee as its City Administrator reporting directly to the Council/Mayor. In addition to such other duties as may be assigned, Employee shall:

- 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, City Secretary, 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.
- Provide direction, back up and assistance to the City Secretary
- 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
- Prepare and present to Council a yearly budget, to include Capital Planning and 5-year forecast
- Provide property tax and fee recommendations to Council yearly in conjunction with the preparation and presentation of the annual budget
- Complete State and County ad valorem tax reporting yearly
- Review and update Insurance coverage yearly
- Provide reports to Council and attend monthly Council meetings
- Obtain and manage grants: e.g. Disaster Mitigation funding
- Report to and perform such other duties as assigned by the Council/Mayor.

Employee shall diligently and to the best of her ability perform all such duties incident to her position to promote the interests of the Town. Employee shall not act or withhold any act (nor shall she be asked or expected to do so) contrary to her oath of office. Employee shall be given such equipment, materials, supplies, and administrative staffing as the Town Council may from time to time provide in the budget of the Town.

(B) *Obligations to the Town.* During her employment under this Agreement, the Employee shall devote her full time and energy to her service to the Town and shall not be engaged in any competitive or conflicting activity without the express consent of the Council/Mayor, provided that Employee may engage in charitable, religious or community activities as she may choose. Employee shall abide by the Town Council's policies and rules regarding her employment during the term of her employment.

2. Term of Employment.

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 beginning on the Effective Date and continuing thereafter until September 30, 2027, inclusive.

3. Compensation; Benefits; Time Off.

(A) *Compensation.* For the services rendered by Employee during the term of this Agreement, Employee shall be entitled to a salary, payable bi-weekly or in accordance with a schedule generally applicable to other Town employees, at the monthly rate of \$3005.00 (the "Base Salary").

(B) *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.

(C) *Paid Time Off.* Employee shall be entitled to twelve days of Paid Time Off (PTO) per year and paid Federal Holidays. PTO is accrued at the rate of .5 days per pay period. PTO may be used in advanced of accrual as approved by the Council/Mayor. Unused, accrued, PTO is paid in the event of employee termination (regardless of cause) to a maximum of twelve days. Employee may carry over not more than 4 days of unused PTO to the next succeeding year, to be used within the first quarter of that year and with the approval of the Council/Mayor. The Council/Mayor must approve use of PTO as much in advance as is reasonable.

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 plus accrued, but unused, PTO, if any. For purposes of this Agreement, the Town shall have “Good Cause” to terminate Employee’s employment if:

- (1) Employee fails to substantially perform her 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 her functions 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 her 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) This Agreement is reviewed annually before the end of the term described in Section 1 and may be renewed if the parties so agree. Neither party is under an obligation to renew this Agreement at the end of the term. Nonetheless, if this Agreement is not renewed for other than Good Cause, then Employee is entitled to the severance pay provided for a termination at will as provided by subsection 4(A). If the Employee voluntarily resigns her position during the term of this Agreement, Employee is not entitled to severance pay.

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. If either party to this Agreement commences 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 ____ day of _____, 2026 (the “Effective Date”).

TOWN:

EMPLOYEE:

Judy King
Mayor

Regina Kiser
City Administrator

Date: _____

Date: _____