

**CITY COUNCIL
SPECIAL MEETING
SEPTEMBER 7, 2021
6:00 P.M.**



**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
SEPTEMBER 7, 2021**

Notice is hereby given that a Special Meeting of the governing body of the City of Navasota will be held on the 7th of September, 2021 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

- 1 Call to Order.
- 2 Invocation
Pledge of Allegiance
- 3 Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
- 4 Executive Session: The City Council will meet in Executive Session as permitted by Section 551.074, Texas Government Code - Personnel Matters - Discussion concerning the retiring City Manager's Employment Agreement and related issues, and potential roles/duties of the retiring City Manager in facilitating the transition to a new City Manager.
- 5 Reconvene in open session.
- 6 Consideration and possible action concerning the retiring City Manager's Employment Agreement and related issues, and potential roles/duties of the retiring City Manager in facilitating the transition to a new City Manager.
- 7 Adjourn.

DATED THIS THE 2ND OF SEPTEMBER, 2021

/BS/

BY: BRAD STAFFORD, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 2nd of September, 2021 at 11:41 AM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

The City Council reserves the right to convene in Executive Session at any time deemed necessary for the consideration of confidential matters under the Texas Government Code, Sections 551.071-551.089.

DATED THIS THE 2ND OF SEPTEMBER, 2021

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT(936) 825-6475 OR (936) 825-6408 OR BY FAX AT (936) 825-2403.

**AGREEMENT FOR PROFESSIONAL SERVICES
AND EMPLOYMENT AS CITY MANAGER**

UPDATED, AMENDED AND RESTATED

This Agreement for Professional Services and Employment as City Manager (the “Agreement”), is made and entered into effective as of the 11th day of January, 2021, by and between the City of Navasota, Texas, a municipal corporation (the “City”), and Brad Stafford, (the “City Manager” or the “Manager”), to establish and set forth the terms and conditions of the employment of the Manager as the City Manager of the City of Navasota.

W I T N E S S E T H:

WHEREAS, the City Council of the City (“the City Council” or the “Council”) and the City Manager believe that employment agreements negotiated between City Councils and City Managers can be mutually beneficial to the City organization, the City Manager, and the community they serve; and

WHEREAS, when appropriately structured, the City Council and City Manager believe employment agreements can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens; and

WHEREAS, the City Council and City Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the City’s Charter and Personnel Policies, that will uphold the principle of “serving at the pleasure of the Council,” that will clearly define and incorporate the benefits to the community and the organization, and that will address the protection of the Manager and family through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City’s budget; and

WHEREAS, the City desires to employ the services of the Manager as the City Manager of the City, pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, it is the desire of the Council, to provide compensation and benefits, establish conditions of employment for, and to set the working conditions of, the Manager as provided in this Agreement; and

WHEREAS, the Council desires to secure and retain the services of the Manager, to provide inducements for the Manager to accept employment as the City Manager of the City and to remain in such employment, to encourage full work productivity by assuring the Manager’s morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Manager; and

WHEREAS, except as otherwise specifically provided herein, the Manager shall have and be eligible for the same benefits as are provided to all employees of the City; and

WHEREAS, the City and Manager entered into an Agreement for Professional Services and Employment as City Manager effective January 2, 2006, and said Agreement has been amended by the parties multiple times since its original effective date of January 2, 2006; and

WHEREAS, the City and Manager mutually desire to update and amend the terms of the Agreement; and

WHEREAS, the City and Manager mutually desire to restate the Agreement to incorporate prior amendments to the Agreement; and

WHEREAS, the Manager has agreed to accept employment as the City Manager of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement;

NOW, THEREFORE, in consideration of Manager accepting employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the City and the Manager hereby contract, covenant, and agree as follows:

Section 1. Duties. The Council hereby employs the Manager as the chief executive officer of the City to perform the duties and functions specified in Article V of the Charter of the City of Navasota, this Agreement, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement. The Manager shall report for work, and the duties and employment of the Manager shall commence on the 11th day of January, 2021 (the "Commencement Date").

Section 2. Term. The term of this Agreement shall be indefinite and this Agreement shall be and remain in full force and effect until terminated by the Manager or the Council as herein provided (the "Term"). The Manager shall serve at the pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Manager, to terminate the services of the Manager at any time, subject only to applicable provisions of the City Charter, City Personnel Policies, and the provisions set forth hereinafter in the section titled "Termination."

Section 3. Salary. City agrees to pay the Manager an annual base salary, which salary shall be \$134,930.12, payable in installments at the same time as other employees of the City are paid. City further agrees to review the base salary and other benefits of the Manager at least annually.

Section 4. Disability and Retirement Benefits. The Manager shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. If the Manager retires pursuant to a qualified retirement plan or is permanently disabled during

the Term, the Manager shall be compensated for all sick leave, vacation leave, holidays, and other benefits then accrued or credited to the Manager, and, at the Manager's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other retirees from the City are permitted to do so, or, if such other retirees are not permitted to do so, at the cost of the Manager.

Section 5. Insurance.

- A. **Health Insurance.** The Manager shall be covered by the same health, dental, and vision plans as all other employees, or such plans that are available through City and selected by the Manager, except that the City shall pay the employee share of premiums for the Manager and 65% of the Manager's dependents premiums, and the Manager shall pay the 35% balance. The coverage shall be in full force and effect immediately upon the Commencement Date, including no waiting period for pre-existing conditions.
- B. **Life Insurance.** The Manager shall be covered by the same life insurance coverage available to other employees as part of and in the face amount as set out in the regular employee group coverage plan. The Manager shall designate the beneficiary of such policy.

Section 6. Automobile. The Manager's duties require the Manager to have the exclusive and unrestricted use, at all times during the Manager's employment with City, of a fully equipped automobile. The City shall provide to the Manager annually the sum of \$12,000.00 as an allowance for the Manager to provide his choice of automobile, payable in monthly installments of \$1,000.00 each. The City Manager shall be responsible for paying for the operations (includes insurance, fuel, maintenance, and repair) of the automobile. Additionally, the City shall reimburse the Manager for travel outside of the County of Grimes at the IRS approved mileage rate.

Section 7. [Reserved].

Section 8. Leave Benefits. All provisions of the rules and regulations of the City applicable to fringe benefits, leave, and working conditions as they now exist or hereafter may be amended, shall also apply to the Manager as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Manager herein. The City Manager will be credited with an additional five (5) days of vacation leave on January 1st of each year in addition to the normal accrual of vacation leave currently received by the City Manager. Vacation time of more than ten (10) days continuous duration shall be scheduled subject to Council approval.

Section 9. Professional and Civic Development. The City agrees to budget and pay for the civic and professional membership dues and subscriptions of Manager necessary for the Manager's continuation and participation in national, regional, state, and local associations necessary and desirable for the Manager's continued professional participation, growth and advancement, and for the good of the City. Developing and

maintaining professional association contacts and standing provide the City access to valuable resources, and the reasonable participation and related travel by Manager as provided for in the annual budget will be a part of the Manager's duties.

Section 10. Business Expenses.

- A. **General.** Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Manager in the performance of the Manager's duties. The City will pay or reimburse such business expenses, and the Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. The City will also pay the full cost of any bond, if any is required by the City to be made by the Manager.

- B. **Cell Phone and Related Monthly Services.** The Manager's duties may require the Manager to have the use of a City-issued cell phone and related monthly phone and data services. The City-issued phone and services are provided primarily for business purposes. However, incidental personal use of the phone is permitted, provided such use is kept to a minimum during working hours. As long as the phone and related services are primarily used and maintained for City-related business purposes, these benefits are not considered part of the Manager's taxable income.

Section 11. Texas Municipal Retirement System. The City shall supplement the Manager's annual salary by an amount equal to one-hundred percent (100%) of the Manager's portion of the monthly member contribution to the Texas Municipal Retirement System ("TMRS") beginning on February 1, 2021 and continuing for the term of this Agreement, with any extensions made by the Council for performance of Manager's duties. This additional salary supplement shall be paid to the Manager in regular monthly payroll installments and shall be reported as "gross earnings" by the City for purposes of TMRS, to the extent permitted by TMRS.

Section 12. Indemnification. To the fullest extent permitted by law, City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Manager as to any third party; and provided further that City shall not indemnify and hold harmless the Manager from and with respect to any claim or liability for which the conduct of the Manager is found by the courts to have been grossly negligent or intentional wrongful conduct. City will compromise and settle any such claim or suit for which City has undertaken to indemnify Manager, where appropriate, and will pay the

amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 13. Hours of Work. It is recognized that the Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The Manager acknowledges the proper performance of the duties of the City Manager of the City will require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Manager will devote full time and effort to the performance of the duties of the City Manager of the City, and shall remain in the exclusive employ of the City during the Term of this Agreement; provided that, with the prior consent of the Council, the Manager may accept temporary, outside professional employment which will not in any way limit the performance of, or the Manager's availability for the performance of, the Manager's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing, or consulting performed on the Manager's time off.

Section 14. Termination, Reductions, and Resignation.

A. Termination. The Manager may be terminated or removed by a majority vote of the members of the Council. The Council shall notify the Manager in writing of the intent of the Council to terminate the Manager's services. Removal or termination shall become effective thirty (30) days after written notification of the Council's intention to remove or terminate is delivered to the Manager. In the event Manager is terminated by the Council without cause during the Term of this Agreement, and the Manager is then willing and able to perform all the duties of the City Manager under this Agreement, then the City agrees to pay the Manager a lump sum cash payment as damages equal to twelve (12) months of the entire compensation package (including salary, vehicle allowance, insurance, and retirement benefits); provided that, if the Manager is terminated with just cause, including because of a conviction for a misdemeanor involving moral turpitude or personal gain, or any felony, then, in that event, the City shall have no obligation to pay the damages designated in this Section.

B. Reductions. In the event the Council during the Term of this Agreement reduces the authority of the Manager, or reduces the salary or other financial benefits of Manager in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Manager herein, or the Manager resigns following a suggestion, whether formal

or informal, by the Council that the Manager resign, then in that event, the Manager may, at the Manager's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Manager resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Manager with pay pending the resolution of any criminal charge filed against the Manager shall not constitute a termination, or a reduction under this Section. The Council shall be deemed to have suggested the resignation of the Manager at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Manager resign.

C. Resignation. If the Manager terminates this Agreement by voluntary resignation of the position of City Manager, the Manager shall give thirty (30) days' notice in advance unless the Council agrees otherwise and the City shall be under no obligation to pay the damages allowable for removal without cause described in "A" above.

Section 15. Notices. All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

- (1) City: 200 E. McAlpine, Navasota, Texas 77868
- (2) Manager: 200 E. McAlpine, Navasota, Texas 77868

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

Section 16. Conflict of Interest Prohibition. The Manager shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Manager shall, except for a personal residence or residential property acquired or held for future use as the Manager's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.


Section 17. General Provisions.

A. Section headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

- B. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Grimes County, Texas.
- C. **Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- D. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- E. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Council.
- F. **Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Manager.
- G. **Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

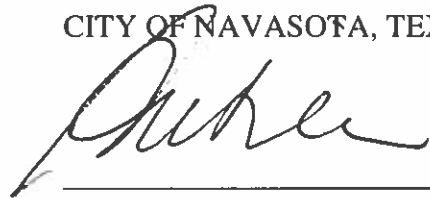
IN WITNESS WHEREOF, the City and the Manager have executed this Agreement effective as of the date first written above.

ATTEST:



SUSIE HOMEYER
City Secretary

CITY OF NAVASOTA, TEXAS



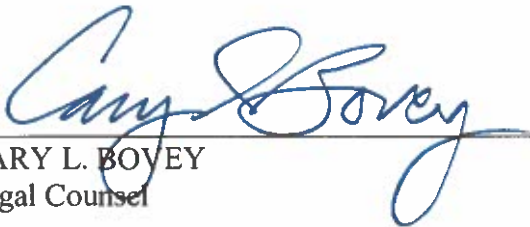
BERT MILLER
Mayor

(City Seal)




CITY MANAGER EMPLOYMENT AGREEMENT

APPROVED AS TO FORM:


CARY L. BOVEY
Legal Counsel

AGREED AND ACCEPTED this the 29th day of January, 2021.


BRAD STAFFORD
City Manager

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 5 **AGENDA DATE:** September 7,
2021

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Reconvene in open session.

ITEM BACKGROUND:
The time is _____p.m.

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS:

**CITY OF NAVASOTA
CITY COUNCIL AGENDA**

AGENDA ITEM NO.: 6 **AGENDA DATE:** September 7,
2021

PREPARED BY: Susie M. Homeyer, City Secretary

APPROVED BY: BS

ITEM: Consideration and possible action concerning the retiring City Manager's Employment Agreement and related issues, and potential roles/duties of the retiring City Manager in facilitating the transition to a new City Manager.

ITEM BACKGROUND:

BUDGETARY AND FINANCIAL SUMMARY:

STAFF RECOMMENDATION:

ATTACHMENTS: