



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • AUGUST 4, 2017

Council Chambers

Special Meeting

5:30 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Willie Ray	Ward 2	Absent	
Betty Williams	Ward 3	Present	
Vacant Ward 4	Ward 4	Excused	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Billy McAnally, Jim Powell, Kristin Peeples, Kyle Dooley, Shirley Jaster, Eddie Aulds, Vicky Coopwood, Lisa Thompson, Scott Robertson, Sharon Moore, Mashell Daniel, Cindy Foster, Rea Donna Jones, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters) to discuss or deliberate amending the City Manager's contract of employment and appointing an interim City Manager.

III. RECONVENED INTO OPEN SESSION

Action Items

1. Ordinance No. 2017-088 amending the City Manager's employment contract.

Public Hearing:

Second Briefing:

Council Vote: August 4, 2017

Jeff Lewis briefed the council about the ordinance amending the City Manager's contract. The amended contract reassigns Mr. Whitson to the role of Consultant to the City Manager and has an end date of March 2, 2018.

Mayor Bruggeman thanked Mr. Whitson, as City Manager, for his wealth of city management experience, forward thinking strategies and leadership ability he demonstrated in Texarkana, Texas. He also highlighted a few outstanding accomplishments during Mr. Whitson's time as the City Manager:

1. Streamlining the fiscal year budgeting process.
2. Providing employees with the tools needed to do their jobs better.
3. Preparing the city for the future with supervisory talent.
4. Building a positive relationship with Texarkana, Arkansas.

In closing, the Mayor said: ".... Mr. Whitson, thank you for your service to our city. Lt. Colonel Whitson, thank you for your service to our country".

Council Member Paddock and Council Member Matlock both expressed similar sentiments and wished Mr. Whitson well in his future activities.

(6:05 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Williams, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman, Ward 4

2. Ordinance No. 2017-089 appointing an Interim City Manager.

Public Hearing:

Second Briefing:

Council Vote: August 4, 2017

Deputy City Manager Shirley Jaster was named as the Interim City Manager. Mayor Bruggeman was pleased to say that staff is doing a great job for the city and he is confident that course will continue under Ms. Jaster's leadership.

Council Member Williams said she feels it is a privilege to serve on the city council along with the first female City Manager for Texarkana, Texas.

(6:13 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Josh Davis, Ward 6
AYES:	Matlock, Williams, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman, Ward 4

IV. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:14 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman, Ward 4



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 8/1/2017 5:12 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Ordinance No. 2017-088 amending the City Manager's employment contract.

Briefing: 8/4/2017 **Public Hearing:** **Second Briefing:** **Council Vote:** 8/4/2017

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City Council wishes to amend the employment contract of the City Manager.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2017-088 ORD Amending the City Manager's contract (DOCX)
- b. 2017-088 EXH 'A' Whitson CM contract signed 111212 (PDF)

Staff Coordination

City of Texarkana, Texas

City Manager	Jennifer Evans	Department Head Review	Completed	
	08/01/2017 5:17 PM			
City Manager	Jennifer Evans	Deputy City Manager Review	Skipped	
	08/01/2017 5:12 PM			
Deputy City Manager - Kyle Dooley	Jennifer Evans	Deputy City Manager		
Review	Skipped	08/01/2017 5:12 PM		
Public Information Officer	Jennifer Evans	PIO Review	Skipped	
	08/01/2017 5:12 PM			
City Manager	Jennifer Evans	City Manager Review	Completed	08/01/2017
5:17 PM				
City Council	Jennifer Evans	Meeting	Completed	08/04/2017
5:30 PM				

Meeting History

ORDINANCE NO. 2017-088

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, AMENDING THE CITY MANAGER
EMPLOYMENT CONTRACT SIGNED NOVEMBER 12, 2012,
AND SETTING A MUTUALLY-AGREED CONTRACT END
DATE; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Ordinance No. 137-2012, the City Council of the City of Texarkana, Texas, authorized the offer of appointment to John A. Whitson to the position of City Manager of the City of Texarkana, Texas, which Mr. Whitson accepted; and

WHEREAS, pursuant to Ordinance No. 142-2012, the City Council authorized entering into the City Manager Employment Contract (“the Contract”) by and between the City of Texarkana, Texas, and Mr. Whitson, signed on November 12, 2012, and attached hereto as **Exhibit “A”** and incorporated herein by reference for all purposes; and

WHEREAS, Paragraph 5.1.a of the Contract provides that the Contract shall terminate upon “[m]utual agreement of the Council and Manager in writing and signed by them”; and

WHEREAS, the City Council and the City Manager mutually agree to amend the Contract and, among other amendments, set a mutually-agreed end date of the Contract, as set forth in the Amendment to City Manager Employment Contract attached hereto as Exhibit “B” and incorporated herein by reference for all purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The Amendment to City Manager Employment Contract by and between the City of Texarkana, Texas, and John A. Whitson, attached hereto as Exhibit “B”, is approved.

SECTION 2: The Mayor of the City of Texarkana, Texas, is authorized to execute said Amendment to City Manager Employment Contract on behalf of the City of Texarkana, Texas.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Special Council Session on this the **4th day of August, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2017-088 ORD Amending the City Manager's contract (1689 : 2017-088 ORD Amending CM contract)

City Manager Employment Contract

The City of Texarkana, Texas ("City"), a municipal body politic and corporate in perpetuity, acting by and through its City Council ("Council"), and John A. Whitson ("Manager"), agree to the following:

WHEREAS, the Council desires to employ the services of John A. Whitson as City Manager, as provided for in the Charter of the City of Texarkana, Texas ("the Charter"), including, but not limited to, Article III, Sections 1-5, and as hereafter may be amended; and

WHEREAS, on October 24, 2012, by Ordinance 137-2012, the Council voted to extend an offer of employment to Mr. Whitson under the terms and provisions of an employment contract to be developed; and

WHEREAS, Mr. Whitson has agreed to accept employment as the City Manager under the terms and provisions of this City Manager's Employment Contract ("Contract").

NOW, THEREFORE, for and in consideration of the terms and provisions set forth below, City and Manager agree as follows:

I. Employment

1.1 INDEFINITE TERM. City employs Manager, and Manager accepts employment as City Manager of Texarkana, Texas, for an indefinite term as provided for in Article III, Section 2 of the Charter; provided that such employment shall be subject to the provisions of the City Charter and Section V, below.

1.2 POSITION, POWERS, AND DUTIES. Manager shall faithfully perform the powers and duties of his position as prescribed in the City Charter, the job description, City ordinances, and as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Manager shall perform the City Manager's Duties with reasonable care, diligence, skill and expertise. Further, Manager shall comply with (collectively "Applicable Laws and Authorities"): state and federal law; the City's Charter; all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended; and, all lawful Council directives. All duties assigned to Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of his position. Manager cannot be reassigned from the position of City Manager to another position without his express written consent.

1.3 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, Manager or his designee shall attend, and shall be permitted to attend, all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Contract, or any amendment thereto, Manager's evaluation, or for purposes of resolving conflicts between individual Council members.

1.4 CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention to Manager for study and/or appropriate action, and Manager shall refer the matter(s) to the appropriate City employee or shall investigate such matter(s) and inform the Council of the results of such efforts.

1.5 INDEMNIFICATION. To the extent it may be permitted to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Manager in Manager's individual or official capacity as an employee and as City Manager, providing the incident(s) which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the City, acting within the course and scope of Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by Manager. The selection of Manager's legal counsel shall be with the mutual Contract of Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case Manager's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Paragraph 1.5 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly to comply with Chapter 102. Manager agrees to provide assistance to and cooperate with City, its agents, insurers, employees and attorneys, in any aspect of defending such claims. The parties intend that the type of claims for which any public funds may be expended pursuant to this paragraph will involve the interests of City and will not accrue solely to the benefit of Manager. The parties do not intend for City to expend public funds pursuant to this paragraph solely to the benefit of Manager. The provisions of this Paragraph 1.5 shall survive the termination, expiration or other end of this Contract and/or Manager's employment with the City.

1.6 APPROPRIATION. The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Contract.

1.7 HOURS OF WORK. Manager acknowledges the proper performance of the City Manager's Duties require Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Manager agrees to devote such additional time as is necessary for the full and proper performance of the City 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 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. Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the exclusive employ of the City during the term of this Contract; provided that, with the prior consent of the Council, Manager may accept outside professional employment which does not interfere with Manager performing the City Manager's Duties hereunder. The term "outside professional employment" means professional services provided to third parties for which Manager is compensated and which are performed on Manager's time off.

II. Compensation

2.1 SALARY. The City shall provide Manager with an annual salary in the sum of One Hundred Forty Six Thousand Five Hundred and No/100 Dollars (\$146,500). This annual salary rate shall be paid to Manager in equal installments on the schedule as other City employees and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

2.2 SALARY ADJUSTMENTS. At any time during the term of this Contract, the Council may, in its discretion, review and adjust the salary of Manager, but in no event shall Manager be paid less than the salary set forth in Paragraph 2.1 of this Contract, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council ordinances; and in such event, the parties agree to provide their best efforts and reasonable cooperation to execute a new written agreement incorporating the adjusted salary.

2.3 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY. Manager may take, at Manager's choice, the same number of hours of vacation authorized for other cabinet staff employees of the City, the leave to be in a single period or at different times. After providing reasonable notice to the Council of proposed or anticipated vacation dates, Manager shall take his vacation at such time or times as will least interfere with the performance of the City Manager's Duties. Manager is hereby granted the same sick/personal/vacation leave benefits as authorized by City policies for cabinet staff employees. Manager shall observe the same legal holidays as provided by the City for its cabinet staff employees.

2.4 BENEFITS - GENERAL. Unless expressly provided otherwise in this Contract, in addition to those benefits specifically set forth herein, Manager shall be entitled to the same benefits that are enjoyed by any other cabinet staff employees of the City pursuant to all Applicable Laws and Authorities.

2.5 INSURANCE – HEALTH. Manager opts out of City's self-insured benefits coverage (health, dental, vision, life, long-term disability, and critical illness).

2.6 RETIREMENT BENEFIT. The City agrees to enroll Manager into the applicable state or local retirement system and to make at least the same level of contributions for Manager or on Manager's behalf as the City does for its other cabinet staff employees consistent with all Applicable Laws and Authorities.

2.7 **EXPENSES.** The City shall pay or reimburse Manager for reasonable expenses incurred by Manager in the continuing performance of Manager's duties under this Contract. The City agrees to pay the actual and incidental costs incurred by Manager for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. Manager shall comply with all procedures and documentation requirements in accordance with Applicable Laws and Authorities.

2.8 **BONDS.** The City shall bear the full cost of any fidelity or other bonds required of Manager under any law or ordinance.

2.9 **CIVIC ACTIVITIES.** Manager is encouraged to participate in community and civic organizations and activities. The cost of dues and memberships for such organizations and activities up to a maximum amount of One Thousand and No / 100 Dollars (\$1,000.00) annually shall be borne by the City.

2.10 **AUTOMOBILE ALLOWANCE.** The Council shall provide Manager with an automobile allowance in the amount as budgeted by the Council for cabinet staff employees, which payment is in lieu of mileage expense reimbursement, gasoline or other vehicle upkeep charges associated with travel to destinations within the City. The allowance shall be paid in addition to the annual salary set for the in Paragraph 2.1 of this Contract. Manager shall not claim mileage associated with other appropriately claimed expenses provided for in Paragraph 2.7 of this Contract when conducting official business travel for the City to destinations outside of the City.

2.11 **MOBILE TELEPHONE ALLOWANCE.** The City shall provide Manager with a mobile telephone allowance in the amount as budgeted by the Council for cabinet staff employees. Manager shall maintain a personal account for the mobile telephone service and shall not open an account in the name of the City. Manager shall have total responsibility for payment of such personal account and the City shall have no obligation or responsibility related to such personal account other than the monthly payment to Manager of the mobile telephone allowance stated herein.

2.12 **RESIDENCY AND MOVING/RELOCATION EXPENSE.** As provided in Article III, Section 1 of the Charter, Manager agrees he shall reside within the city limits of Texarkana, Texas, during his employment as City Manager. To facilitate Manager's relocation to the City, the City shall reimburse Manager's moving and relocation expenses in an amount not to exceed the sum of Ten Thousand and No/100 Dollars (\$10,000.00). The moving and relocation expense reimbursement is paid in lieu of any other compensation or reimbursement for Manager's cost and expense of moving Manager's family and belongings.

2.13 **Housing Allowance – Temporary.** The City shall pay Manager a housing allowance in an amount not to exceed the sum of One Thousand and No/100 Dollars (\$1,000.00) per month, provided that this housing allowance shall terminate upon the earlier of (i) the expiration of the first six (6) months of this Contract, or (ii) the date Manager moves into a permanent housing (and upon such move Manager agrees to reimburse City at a daily rate of \$33.33 any housing allowance paid in advance for the days remaining in the month following his move into a

permanent residence).

2.14 **Other.** Manager shall be provided any and all other employee benefits provided other cabinet staff employees that are not specifically and/or individually listed herein.

III. PROFESSIONAL GROWTH

3.1 **PROFESSIONAL DUES AND SUBSCRIPTIONS.** The City agrees to budget for and to pay for professional dues and subscriptions of Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the good of the City through Manager's continued professional participation, growth and advancement.

3.2 **PROFESSIONAL DEVELOPMENT TRAVEL.** The City agrees to budget for and to pay for travel and subsistence expenses of Manager for professional and official travel and meetings to adequately continue the professional development of Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Texas Municipal League, the Texas City Management Association, and such other national, regional, state and local governmental groups and committees in which Manager is a member.

3.3 **PROFESSIONAL CONTINUING EDUCATION.** The City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary and/or desirable for the good of the City through Manager's professional development.

IV. PERFORMANCE EVALUATION

4.1 **EVALUATION PROCESS.** The Council shall review Manager's job performance at least annually in advance of the anniversary date of this Contract, unless the parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Council and Manager. The Council shall provide Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to Manager's evaluation.

4.2 **CONFIDENTIALITY.** Unless Manager expressly requests otherwise in writing, and except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of Manager shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or Manager from sharing the content of Manager's evaluation with their respective legal counsel.

4.3 **MODIFICATION OF EVALUATION PROCESS.** In the event the Council determines that the evaluation instrument, format and/or procedure are to be modified by the Council, and such modifications would require new or different performance expectations, then Manager shall be

provided a reasonable period of time to demonstrate such expected performance before being evaluated.

V. TERMINATION

5.1 **TERMINATION EVENTS.** This Contract shall terminate upon any of the following:

- a. Mutual agreement of the Council and Manager in writing and signed by them;
- b. Retirement or death of Manager;
- c. Removal of Manager pursuant to the City Charter (*see* Paragraph 5.2, below);
- d. Unilateral severance by the Council (*see* Paragraph 5.3, below);
- e. Manager's inability to perform job duties (*see* Paragraph 5.4, below); or
- f. Council ordinance to end Manager's employment (*see* Paragraph 5.5, below).

5.2 **REMOVAL OF MANAGER PURSUANT TO THE CITY CHARTER.** Referencing the removal procedure set forth in Article III, Section 2 of the Charter, City and Manager agree that the "reasons" that must be stated for Manager's removal as referenced in Article III, Section 2, must be documented and shall be defined as follows:

- a. Any willful, knowing, grossly negligent, negligent breach, disregard, or habitual neglect of any provision of this Contract, or any willful, knowing, grossly negligent, negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by City Manager under this Contract or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- b. Any misconduct of the City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to City Manager's official duties hereunder.
- c. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by City Manager of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the City Manager in his official capacity.

5.3 **UNILATERAL SEVERANCE.** The Council may end the employment relationship and terminate this Contract, at the pleasure of the Council, with or without reasons or cause, upon written notice and payment to Manager, as follows:

a. If the Council determines that it desires a Unilateral Severance, it shall provide written notice to Manager at least thirty (30) days in advance of the effective date of the termination of this Contract ("Severance Effective Date"), specifying in the notice: (i) the Council voted at a public meeting to exercise this Paragraph 5.3 of the Contract, and the date of the public meeting; (ii) the Severance Effective Date; (iii) the City's commitment to pay all salary and benefits under this Contract payable or otherwise owing by City to Manager through and including the Severance Effective Date; and (iv) the City's commitment to pay the Severance Amount as defined below (including a specific line item breakdown of the items that constitute the total Severance Amount).

b. The "Severance Amount" means the total of:

(1) the dollar value of any accrued but unused vacation and sick/personal leave days, computed on an hourly basis determined by dividing Manager's then current annual salary by 2,080 hours; *plus*

(2) an amount equal to the dollar value of either

(i) one-half of Manager's salary specified in paragraph 2.1 of this Contract if this Unilateral Severance provision is exercised by the Council within the first 24 months of Manager's employment with the City, or

(ii) one-twelfth of Manager's salary specified in paragraph 2.1 of this Contract multiplied by each year of Manager's employment with the City, if this Unilateral Severance provision is exercised by the Council anytime after the first 24 months of employment with the City.

c. On or before the Severance Effective Date, Manager may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by Manager, provided that the total Severance Amount must be paid and payable on or before the one-year anniversary of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

d. Upon a Unilateral Severance, and conditioned upon the City fulfilling its payment obligations to Manager under this Paragraph 5.3, Manager waives and releases Manager's rights to continued employment with the City. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

5.4 MANAGER'S INABILITY TO PERFORM JOB DUTIES. If requested in writing by at least three Councilmembers (or the Mayor and at least two Councilmembers), this Contract shall be deemed as Manager's consent to have performed any necessary test or examination at City's expense to verify Manager's ability to perform the essential job functions of his assigned position. This Contract shall terminate in the event Manager: (i) is unable to perform the

essential job functions of his assigned position for a continuous period of a least three months beyond accrued vacation and/or leave days, and with the anticipation that he will not be able to resume, at any time within the following three months, the performance of his essential job functions with any reasonable accommodation, or (ii) becomes permanently incapable of performing his essential job functions, even with any reasonable accommodation.

5.5 COUNCIL ORDINANCE TO END MANAGER'S EMPLOYMENT. This subparagraph shall apply only after Manager has been employed by the City for at least 24 months. The Council may end the employment relationship with Manager and terminate this Contract, at the pleasure of the Council, with or without reasons or cause, by ordinance specifying a date when Manager's employment with the City shall end, provided the specified date is no earlier than one calendar year from the effective date of the ordinance. Unless otherwise agreed to by Council and Manager, following the effective date of the ordinance, all provisions of the Contract shall remain in full force and effect for the remainder of Manager's employment.

VI. GENERAL PROVISIONS

6.1 COMPLETE CONTRACT. This Contract sets forth and establishes the entire understanding between the City and Manager relating to the employment of Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Contract. During Manager's employment with the City, the parties by mutual written signed agreement may amend any provision of this Contract, and such amendments shall be incorporated and made a part of this Contract.

6.2 BINDING EFFECT. This Contract shall be binding on the City and Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

6.3 SAVINGS CLAUSE. In construing this Contract, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same, or as a result of the manner of the preparation of this Contract, or otherwise. Each term and provision of this Contract shall be construed and interpreted so as to render it enforceable. If any term or provision of this Contract, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

6.4 CONFLICTS. In the event of any conflict between the terms, conditions and provisions of this Contract and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Applicable

Laws and Authorities during the term of this Contract.

6.5 **CONTROLLING LAW.** This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Bowie County, Texas.

6.6 **EFFECTIVE DATE.** This Contract shall be effective on January 2, 2013, the date the parties specify as the first day of Manager's employment with the City.

IN WITNESS WHEREOF, the City of Texarkana, Texas, has caused this Contract to be signed and executed on its behalf by its Interim City Manager, and duly attested by its City Secretary, and Manager has signed and executed his Contract on the dates set forth below.

City of Texarkana, Texas

By: Charles L. Bassett Jr. Dated: 11/12, 2012
Charles L. Bassett, Jr.
Interim City Manager

ATTEST:

Kerry Meredith Dated: November 12, 2012
Kerry Meredith
City Secretary

Approved as to Form:

Jeffery C. Lewis
Jeffery C. Lewis
City Attorney

City Manager

John A. Whitson Dated: 12 NOV 12, 2012
John A. Whitson

Attachment: 2017-088 EXH 'A' Whitson CM contract signed 111212 (1689 : 2017-088 ORD Amending CM contract)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 8/1/2017 5:12 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Ordinance No. 2017-089 appointing an Interim City Manager.

Briefing: 8/4/2017 **Public Hearing:** **Second Briefing:** **Council Vote:** 8/4/2017

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City Council wishes to appoint an Interim City Manager.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:
Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2017-089 ORD Appointing an Interim City Manager (DOCX)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	08/01/2017 5:14 PM		

City of Texarkana, Texas

City Manager	Jennifer Evans	Deputy City Manager Review	Skipped
	08/01/2017 5:12 PM		
Deputy City Manager - Kyle Dooley	Jennifer Evans	Deputy City Manager	
Review	Skipped	08/01/2017 5:12 PM	
Public Information Officer	Jennifer Evans	PIO Review	Skipped
	08/01/2017 5:12 PM		
City Manager	Jennifer Evans	City Manager Review Completed	08/01/2017
5:18 PM			
City Council	Jennifer Evans	Meeting	Completed 08/04/2017
5:30 PM			

Meeting History

ORDINANCE NO. 2017-089**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, APPOINTING AN INTERIM CITY
MANAGER; AND ESTABLISHING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS:**

SECTION 1: The appointment of _____ as interim City Manager of the City of Texarkana, Texas, be and is hereby approved, subject, however, to the decision of the City Council to fill the position of interim City Manager or City Manager by the appointment of another.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Special Council Session on this the **4th day of August, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2017-089 ORD Appointing an Interim City Manager (1690 : 2017-089 ORD Appointing an Interim City Manager)