



NOTICE OF MEETING

Notice is hereby given that Mayor Jennings has called a Special Meeting of the City Council of the City of Shoreacres, Texas, which will be held on August 28, 2025, at 6:00 p.m. in the City Council Chambers on the first floor at City Hall, 601 Shore Acres Blvd., Shoreacres, Texas. At this time, the following subjects will be discussed, to wit:

1.0 CALL TO ORDER / ROLL CALL: Members Present and Absent

2.0 PLEDGES OF ALLEGIANCE

Texas Pledge:

Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

3.0 PUBLIC HEARINGS & PUBLIC COMMENTS

3.1 Public Comments

This is an opportunity for the public to address the council. Time is limited to five minutes per speaker. Comments are to be directed to the city council, and dialogue with the audience is not permitted. Councilmembers are prohibited by law from discussing or deliberating items not specifically identified on this

4.0 BUSINESS

- 4.1 Discussion and possible action cancelling the August 12, 2025 Agreement for Professional Services and Employment as City Manager and replacing same with a new Agreement for Professional Services and Employment as City Manager with Walter Lee Gant, III.. ^{Jennings}

5.0 ADJOURNMENT

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the City of Shoreacres, Texas, is a true and correct copy of said Notice and that I posted a copy of said Notice on the bulletin board at City Hall on August 25, 2025 at or before 6:00 p.m., at a place convenient and readily accessible to the general public at all times; to remain so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

DATED THIS: August 25, 2025.

Bernadette Anderson

Bernadett Anderson, Assistant City Secretary, Shoreacres, Texas



The City Council of the City of Shoreacres reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

The City Council Chamber is wheelchair-accessible, and accessible parking spaces are available.

Requests for accommodation or interpretive services must be submitted at least two working days prior to the meeting. For additional information, please contact the City Office at 281.471.2244 or fax 281.471.8955.

I, the undersigned, certify that this Notice of Meeting was removed from the City Hall bulletin board before 6:00 PM on August 29, 2025.

BY: _____

****** ZOOM MEETING INFORMATION ******

Meeting ID: 858 1930 0343

Passcode: 158364

Phone number to call in: (346) 248-7799



AGREEMENT FOR PROFESSIONAL SERVICES AND EMPLOYMENT AS CITY MANAGER

This Agreement for Professional Services and Employment as City Manager (this "Agreement"), is made and entered into effective as of September 1, 2025, by and between the City of Shoreacres, Texas, a municipal corporation (the "City"), and Walter Lee Gant, III, (the "Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the City Manager of the City.

WITNESSETH:

WHEREAS, the City Council of the City (the "Council") and 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 code 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 organization, and that will address the protection of the Manager 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 a City Manager, 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, and to provide a proper means for termination, resignation, or retirement of the Manager; and,

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

WHEREAS, the Manager has agreed to continue 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 the Manager continuing 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 administrative officer of the City to perform the duties and functions specified in the Shoreacres City Code, as well as any additional duties and functions assigned by the Council from time to time, consistent with the intent of this Agreement.

The Manager shall report for work, and the duties and employment of the Manager shall commence under this agreement on September 1, 2025 (the "Agreement Date").

Section 2. Term. The term of this Agreement shall be from the Agreement Date to August 31, 2026 ("End Date"); and, shall be and remain in full force and effect until the End Date, unless earlier terminated by the Manager or the Council as herein provided (the "Term"). Any annual extension or renewal of this Agreement must be approved by at least a majority of the members of the City Council in an open meeting. If this Agreement is not renewed for any reason other than a conviction for a misdemeanor involving moral turpitude or personal gain, or any felony, then, in that event, the City agrees to pay the Manager a lump sum cash payment equal to 520 hours and benefits, plus the value of all sick (in accordance with city ordinance Chapter 2, Article III, Section 2-119 Sick Leave), and vacation leave, holidays and other benefits accrued by, or credited to, the Manager on or before August 31, 2026.

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 code, city personnel policies, and the provisions set forth hereinafter in the section titled "Termination." If the City Council terminates this agreement, it must be based on a four-fifths vote of the City Council.

Section 3. Salary. The City agrees to pay the Manager an annual base salary, as agreed upon by the City Council and included in the annual budget, payable in installments at the same time as other City employees are paid. The annual base salary for the fiscal year beginning September 1, 2025, and ending August 31, 2026, shall be \$126,880 (2,080 hours @ \$61.00 per hour), with two weeks vacation annually. The City Council will award a bonus not to exceed 12% of the City Manager's annual base salary adhering to the following metrics: Financial management 30%, Community engagement 25%, City services 20%, Organizational leadership 15%, Emergency management 10%.

Section 4. Disability and Retirement Benefits. The Manager shall be covered and governed by the same retirement system as 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 (in accordance with city ordinance Chapter 2, Article III, Section 2-119 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 allowed to do so, or, if such other retirees are not permitted to do so, at the sole cost of the Manager.

Section 5. Insurance and Annual Physical.

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 the City and selected by the Manager. The City shall pay a 50% portion of the employee share of premiums for the Manager's dependent coverage.

B. Life Insurance. The same life insurance policy shall cover the Manager as all other employees, or such plans that are available through the City and selected by the Manager. The City shall pay the same portion of the employee share of premiums for the Manager as it pays for other employees. The Manager shall designate the beneficiary of such policy.

C. Disability Insurance. The same disability insurance plan shall cover the Manager as all other employees, or such plans that are available through the City and selected by the Manager. The City shall pay the same portion of the employee share of premiums for the Manager as it pays for other employees.

Section 6. Vehicle Allowance. The City shall provide a monthly vehicle allowance of \$400 to the Manager.

Section 7. Leave Benefits. All provisions of the City's rules and regulations applicable to fringe benefits, leave, and working conditions, as they currently exist or may be amended hereafter, shall also apply to the Manager as they do to all other City employees. Vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to the Manager in accordance with the City's regulations using the original employment date of the Manager with the City.

Section 8. Professional and Civic Development. The City agrees to budget and pay for the civic and professional membership dues and subscriptions of the Manager necessary for the Manager's continuation and participation in national, regional, state, and local associations essential 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 provides the City with access to valuable resources. The reasonable participation and related travel by the Manager, as provided for in the annual budget, will be part of the Manager's duties.

The Manager agrees to maintain all certifications and training necessary to be appointed Head of the Police Department, as required.

Section 9. Business Expenses. The Manager will necessarily incur certain expenses of a non-personal and job-related nature in the performance of the Manager's duties. The City will pay or

reimburse such business expenses, 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 that may be required by the City to be issued by the Manager.

Section 10. 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 and pay the amount of any settlement or judgment rendered thereon, except for any claim for which the conduct of the Manager is found by the courts to have been grossly negligent or intentional wrongful conduct. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

Section 11. Hours of Work. It is recognized that the Manager is expected to engage in the hours of work necessary to fulfill the obligations of the position, must be available at all times, and must devote a significant amount of time outside regular office hours to the business of the City.

The Manager acknowledges that the proper performance of the City Manager's duties will require the Manager to generally work a minimum of forty (40) hours per week, Monday through Friday, and will also often require the performance of necessary services outside of regular 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 to permit the Manager reasonable time off, such as is customary for exempt employees, as long as the time off does not interfere with the normal conduct of the City Manager's office.

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 12. Termination and Severance Pay.

A. Termination. In the event Manager is terminated by the Council during the Term of this Agreement and Manager is then willing and able to perform all the duties of the City Manager under this Agreement, then, in that event, the City agrees to pay the Manager a lump sum cash payment equal to 520 hours and benefits, plus the value of all sick (in accordance with city ordinance Chapter 2, Article III, Section 2-119 Sick Leave), and vacation leave, holidays and other benefits accrued by, or credited to, the Manager prior to the termination; provided that, if the Manager is terminated 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 severance payments designated in this Section.

"The above term related to *severance* is in compliance with Chapter 180.011 of the Texas Local Government Code wherein "A political subdivision that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an employee or independent contractor must include: 1) a requirement that severance pay that is paid from tax revenue may not exceed the amount of compensation, at the rate at the termination of employment or the contract, the employee or independent contractor would have been paid for 20 weeks, excluding paid time off or accrued vacation leave; and 2) a prohibition of the provision of severance pay when the employee or independent contractor is terminated for misconduct."

B. Reductions. In the event the Council during the Term of this Agreement 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, 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, indicate that the Manager resign.

C. Resignation. If the Manager terminates this Agreement by voluntary resignation from the position of City Manager, the Manager shall provide 90 days' written notice in advance, unless the Council agrees otherwise.

Section 13. 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: Mayor
City of Shoreacres
601 Shore Acres Blvd.
Shoreacres, TX 77571
- (2) Manager: Walter Lee Gant, III
[REDACTED]
Seabrook, Texas 77586

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 14. 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 15. Appropriations. The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

Section 16. General Provisions.

- A. **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 Harris County, Texas.
- C. **Severability.** In the event anyone 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 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 and the same instrument.

H. Posting. After fully executed by all parties and on or after September 1, 2025, the City shall post the signed severance agreement in a prominent place on the City's Internet website, in compliance with section 180.011(d) of the Texas Local Government Code.

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

City of Shoreacres, Texas:

By: David Jennings, Mayor

Attested:

By: Bernadette Anderson, City Secretary

City Manager

By: Walter Lee Gant, III

PUBLIC DRAFT