

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SMITHVILLE, TEXAS  
AND JEREMY FRAZIER  
FOR THE POSITION OF CITY MANAGER**

THIS EMPLOYMENT AGREEMENT, hereinafter "Agreement," is made and entered into this 10th day of February 2026, (the "Effective Date,") between the City of Smithville, Texas, a General Law, Type A municipality, hereinafter called "City," and Jeremy Frazier, hereinafter called "Employee," both of whom understand as follows:

**WHEREAS**, City desires to employ the services of Employee as City Manager, as provided by Sec. 1.02.001 of the City of Smithville Code of Ordinances; and

**WHEREAS**, it is the desire of the City's governing body, hereinafter called "City Council," to provide for the compensation and other terms and conditions of Employee's employment; and

**WHEREAS**, Employee desires to accept employment by the City on the terms indicated;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1: Duties**

The City hereby agrees to employ Employee, and Employee hereby accepts employment, as City Manager, to perform the functions and duties specified in the City of Smithville Personnel Manual as determined and approved by the City Council and other legally permissible and proper duties and functions as assigned by the City Council. The City Manager shall also represent the City in all Emergency Operations activities at the local and County level. Upon the Effective Date of this Agreement, Employee's "interim" designation will be removed.

**Section 2: Residency**

The Employee shall establish his principal physical residence in the City and shall have his principal physical residence in the City continuously during the term of his employment as City Manager. The City will not be responsible for any costs associated with housing for Employee.

**Section 3: Term**

This Agreement commences on the Effective Date and shall continue in effect until five (5) years from the Effective Date. Nothing contained in this Agreement shall change or alter the fact that Employee serves at the will of the City Council.

**Section 4: Best Efforts**

- A. Employee agrees to devote his best efforts, energies, and skills to discharge the duties and responsibilities attributable to his position, and to this end, he will devote his full time and attention to the business and affairs of the City. Employee agrees that he may not derive any personal advantage or gain, either directly or indirectly, with respect to any business transaction in which the City engages, and that he will promptly disclose in writing to the City Council all facts that are material to any such potential profit or gain.
- B. Employee agrees that, while he is employed by Employer, he will not engage in any other employment of any kind unless expressly authorized by City Council, with the exception of personal investments that constitute passive income and do not interfere with the performance of duties under this Agreement.

**Section 5: Salary and Other Benefits**

All compensation shall be payable in installments at the same time as other employees of the City unless otherwise noted. The City agrees to pay Employee for his services rendered pursuant hereto:

- A. An initial base salary of **\$166,400.00** per year.
- B. Following Employee's first "Performance Evaluation" as described in Section 6 and beginning in

October 2026. Merit will be evaluated as described in "Section 6" of this Agreement.

- C. A car allowance of \$600 per month.
- D. The City will pay the insurance premiums for Employee's medical, dental, and vision insurance for the coverage of him at the City's higher plan, if more than one plan is offered to employees.
- E. The City will pay for Employee's portion of the contribution (up to 5% of base salary) into the Texas Municipal Retirement System.
- F. In addition to the salary adjustments listed in (C) and (D) above, the City Council may increase the salary of the Employee from time to time, at its discretion.
- G. The City will provide Employee with a City cell phone and will cover all costs associated with the phone.
- H. Upon the execution of this contract, the City will provide Employee with one month of vacation automatically, in addition to any vacation which accrues under the City's personnel policies. After six months of employment, the City will provide Employee an additional month of vacation in addition to any vacation which accrues under the City's personnel policies (equating to two months of additional vacation time). After one year of employment the City will provide Employee an additional month of vacation time in addition to in addition to any vacation which accrues under the City's personnel policies (equating to three months of additional vacation time in addition to normal accrual vacation time.)

#### **Section 6: Performance Evaluation**

- A. The City Council shall review and evaluate the performance of the Employee annually, and at such times as determined appropriate by the City Council. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Council with input from the Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine, with input from the Employee.
- B. The City Council shall define such goals and performance objectives that it determines are appropriate for the proper operation of the City and the attainment of the City Council's policy objectives.
- C. Employee's first evaluation will occur in October of 2026 and subsequent evaluations will occur at least once annually.
- D. For purposes of Employee's first evaluation in October 2026, in addition to any aforementioned criteria in this section, Employee's merit evaluation will be based on "smart goals" which are criteria developed by the City and Employee.
- E. For employment occurring between January 27, 2026, and October 1, 2026, the smart goals for evaluation shall include:
  - 1) Wastewater Replacement Project, including but not limited to:
    - Drainage/Comp Plan Updates and Formulation
    - Impact Fees Implementation and Management
    - Update Future Land Use Plan in relation to Project
    - Capital Improvement Plan
  - 2) Economic Development regarding First Street and Main Street projects.

#### **Section 7: Vacation, Sick, and Military Leave**

- A. Employee shall accrue and have credited to his personal account, vacation and sick leave at the highest accrual rate provided to employees of the City.
- B. Upon Effective Date of this Agreement, Employee will accrue thirty (30) days of vacation immediately that will be in addition to any vacation accrued incrementally pursuant to Section 7A of this Agreement.

C. Employee shall be entitled to military leave pursuant to Federal or State law and City policies.

### **Section 8: Employee Benefits**

The City shall provide for Employee's participation in the City of Smithville retirement plan through the Texas Municipal Retirement System in a manner consistent with all other employees of the City, unless otherwise provided in this Agreement. The City agrees to provide employee benefits for medical, dental, life insurance, and disability in accordance with normal City policy for general employees unless otherwise provided in this Agreement.

### **Section 9: Dues and Subscriptions**

The City agrees to budget and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. The budget shall also pay the dues for Employee to join and become a member of a local civic organization.

### **Section 10: Professional Development**

A. The City agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary or official functions for the City, including but not limited to the Texas Municipal League and such other national, regional, state, and local government groups and committees of which the Employee serves as a member. Participation in said professional development activities shall be considered a part of the Employee's work-related duties and Employee shall not be required to use accrued leave for such participation.

B. The City also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City, as determined by the City Council, with Employee's input.

### **Section 11: Indemnification**

The City shall provide for indemnification and defense of the Employee in accordance with the provisions found in the Smithville Code of Ordinances. However, the indemnification does not cover losses caused by Employee's willful misconduct or gross negligence. The City shall bear the full cost of any fidelity or other bonds or other insurance required of the Employee under law or ordinance by virtue of his employment.

### **Section 12: Termination**

A. Termination Without Cause: The City may terminate this Agreement at any time without cause. For the purpose of this Agreement, termination shall occur when the majority of the City Council votes to terminate the Employee at a duly authorized public meeting. Upon termination without cause, the City shall be responsible to pay employee three (3) months base pay salary plus all vacation time accrued.

B. Termination For Cause: The City may terminate the Employee for cause. Such termination shall require the majority vote of the City Council and shall be preceded by notice to Employee. For purposes of this Agreement, "cause" shall include, without limitation, the following:

1. Misconduct in connection with the performance of any of Employee's duties, including, without limitation, misappropriation of funds or property of the City, securing or attempting to secure any personal profit or commercial advantage in connection with any transaction entered into by the City, any falsification or misrepresentation of fact, or any violation of law or regulation to which the City is subject;
2. Conviction of a felony offense, or of a misdemeanor involving moral turpitude, whether committed within or outside the scope of Employee's employment hereunder.
3. Acts of incompetency;

4. Neglect / dereliction of duty;
5. Acts that violate the City's Code of Ethics;
6. Willfully disregarding a directive from the City Council; and/or
7. Any other reason constituting "good cause" under established Texas law.

C. Notice to the Employee of Proposed Termination: If the proposed termination is for cause, Employee shall be given written notice of the Council's consideration of said termination and the date of a hearing to be conducted in an executive session of the Council prior to such hearing and termination. Employee shall be given the opportunity to address the Council at the hearing. Employee's failure to appear at such hearing does not prohibit the Council from taking action to terminate Employee. This section does not apply to termination without cause.

D. Resignation by Employee: In the event Employee voluntarily resigns his position with the City during the term of this Agreement, then Employee shall give the City 60-day notice in advance, unless the parties agree otherwise in writing.

E. Other Separation: If this agreement terminates due to the vested Retirement or Death of the Employee, the City will pay the value of all current obligations within sixty (60) days of the documented retirement or death. Employee shall give the City 60-day notice in advance of planned retirement, unless the parties agree otherwise in writing.

A. Resignation by Employee: The City will pay Employee a lump sum cash payment for all salary earned, unused vacation, sick leave, and accrued personal time off (PTO) as of the last day of active employment.

B. Retirement and/or Death of Employee: The City will pay Employee (or surviving spouse) a lump sum cash payment for all salary earned, unused vacation, sick leave, and personal time off (PTO) accrued as of the last day of active employment. In addition, the City will pay an amount equal to three (3) months cost of deferred compensation payments, and health insurance premiums, based on said cost for the month immediately preceding the termination.

#### **Section 13: Notices**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: Mayor  
City of Smithville  
317 Main St.  
Smithville, Texas 78957

with a copy to:

Law Offices of Ryan Henry, PLLC  
1019 Central Pkwy N, Ste. 108  
San Antonio, Texas 78232

EMPLOYEE:  
Jeremy Frazier  
[REDACTED]  
Smithville, Texas 78957

Alternatively, notices required pursuant to this Agreement may be personally delivered. Notice shall be deemed given as of the date of personal delivery.

#### **Section 15: General Provisions**

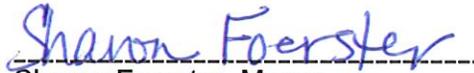
A. This Agreement replaces and supersedes all prior agreements between parties, whether

written or oral. The text herein shall constitute the entire agreement between the parties with respect to the subject matter hereof.

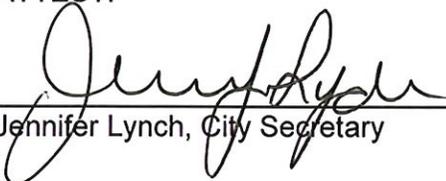
- B. This Agreement shall be binding upon and inure to the benefit of heirs at law and executors of Employee.
- C. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. SAVINGS CLAUSE. If any term or provision of this Agreement, 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 phrase; 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.
- E. CONTROLLING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Bastrop County, Texas, unless otherwise provided by law.

IN WITNESS WHEREOF, the City Council of Smithville, Texas, has authorized the City's Mayor to execute this Agreement, and the same has been duly attested to by its City Secretary, and signed by the Employee, in duplicate, the day and year first written above.

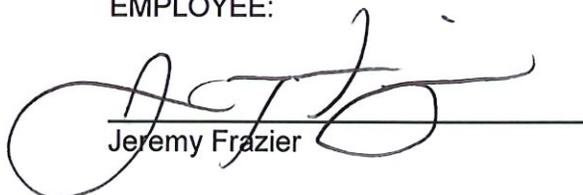
CITY OF SMITHVILLE, TEXAS

  
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Sharon Foerster, Mayor

ATTEST:

  
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Jennifer Lynch, City Secretary

EMPLOYEE:

  
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Jeremy Frazier

