

**ORDINANCE NO. 2004- 351**

**AN ORDINANCE APPOINTING ROGER CARLISLE AS CITY MANAGER FOR THE CITY OF MAGNOLIA, TEXAS (CITY) SETTING THE RATE OF COMPENSATION, PROVIDING FOR HIS APPOINTMENT AS CITY MANAGER AND PROVIDING FOR THE EXECUTION OF A CONTRACT BETWEEN THE CITY AND ROGER CARLISLE FOR THE POSITION OF CITY MANAGER.**

**WHEREAS**, a vacancy exists in the office of the City Manager of the City of Magnolia, Texas; and

**WHEREAS**, it is the desire and intention of the City Council of the City of Magnolia, Texas to appoint Roger Carlisle as City Manager, said appointment to be considered effective as of September 28, 2004; and

**WHEREAS**, the City Council of the City of Magnolia, Texas finds and determines that the appointment of a City Manager is a matter of urgency and a matter of public necessity;

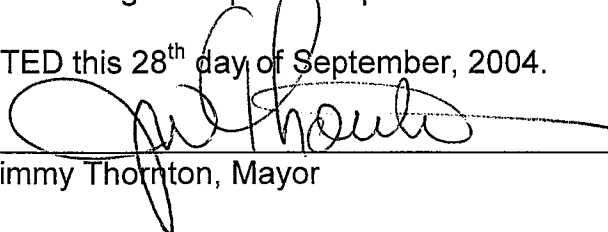
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, TEXAS AS FOLLOWS:**

Section 1. That Roger Carlisle is appointed as City Manager for the City of Magnolia, Texas, effective upon his signing of the contract between him and the City of Magnolia, which is attached hereto Exhibit "A"

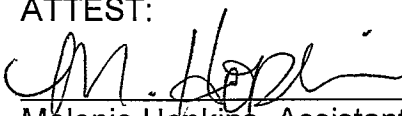
Section 2. That the duties and responsibilities of the City Manager shall be in accordance with the duties of the City Manager as set forth in Section 25.029 of the Texas Local Government Code and set forth in Ordinance No. 332 adopted and passed on December 23, 2003 by the City of Magnolia.

Section 3. That the terms of compensation for Roger Carlisle for the position of City Manager shall be as follows: an annual salary of \$60,000.00, plus a one time moving expense of up to \$5,000.00, in addition to standard certification, longevity and insurance benefits as currently provided and mileage and phone expense.

PASSED, APPROVED, and ADOPTED this 28<sup>th</sup> day of September, 2004.

  
Jimmy Thornton, Mayor

ATTEST:

  
Melonie Hopkins, Assistant City Secretary

## **ADDENDUM "A"**

to the

### **THE CITY MANAGER EMPLOYMENT CONTRACT, CITY OF MAGNOLIA**

This Addendum "A" is made this 17<sup>th</sup> day of March, 2005, and is incorporated into and will be deemed to amend and supplement THE CITY MANAGER EMPLOYMENT CONTRACT, CITY OF MAGNOLIA ("Contract") between the City of Magnolia, Texas, (the "City") and Roger D. Carlisle ("Carlisle") that was entered into on October 4<sup>th</sup>, 2004. This Addendum "A" shall be attached to the Contract.

The City and Carlisle agree to the following:

1. The Contract may only be amended or supplemented by agreement in writing and signed by the City and Carlisle.
2. This Addendum "A" is an amendment to the Contract and replaces the entirety of Paragraph C of Section 2. Term, of the Contract.
3. The following Paragraph C replaces and supercedes Paragraph C of Section 2. Term, of the Contract.

#### **SECTION 2. TERM.**

C. Employee agrees to remain in the exclusive employ of the Employer, for three (3) years from the date of March 8, 2005 and shall not accept other employment nor become employed by any other employer (other than any city created Economic Development Corporation) unless and until this contract is terminated as hereinafter provided.

SIGNED this 17<sup>th</sup> day of March, 2005.

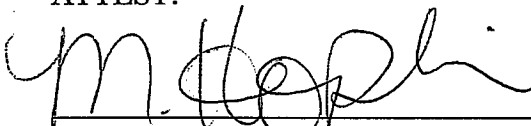
CITY OF MAGNOLIA

3/17/05

ROGER D. CARLISLE

JIMMY THORNTON,  
MAYOR

ATTEST:



ACTING CITY SECRETARY



# City of Magnolia

P.O. BOX 396  
MONTGOMERY COUNTY  
MAGNOLIA, TEXAS 77353-0396  
281-356-2266  
Fax 281-259-7811



## Ordinance 2006-103

**AN ORDINANCE AMENDING ORDINANCE NO. 2004-351 OF THE CITY OF MAGNOLIA, TEXAS, HERETOFORE INITIALLY PASSED AND APPROVED ON THE 28<sup>TH</sup> DAY OF SEPTEMBER 2004, BY REPLACING SECTIONS 1 AND SECTION 3 WITH A NEW SECTION 1 AND SECTION 3 AND MAKING CERTAIN FINDINGS OF FACT AND CONCLUSIONS.**

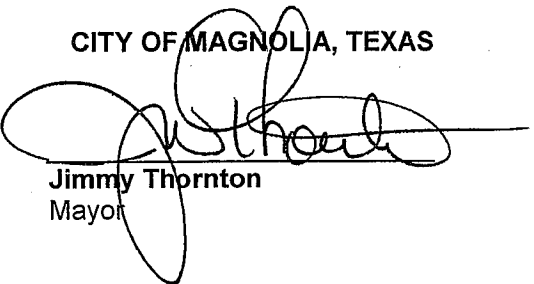
**BE IT ORDAINED BY THE CITY COUNCIL OF MAGNOLIA, TEXAS:**

**Section 1.** That Roger D. Carlisle is appointed as City Manager for the City of Magnolia, Texas, effective upon his signing of the contract between him and the City of Magnolia, which is attached hereto Addendum "B".

**Section 3.** That the terms of compensation for Roger D. Carlisle for the position of city Manager shall be as follows: an annual salary of \$75,000.00, (this annual salary may be increased at any time by action of City Council), a car allowance and a 5% increase afforded by all other employees, in addition to standard certification, longevity and insurance benefits as currently provided and phone expenses.

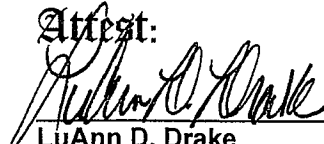
**PASSED AND APPROVED** on this 14<sup>th</sup> day of November, 2006.

**CITY OF MAGNOLIA, TEXAS**



**Jimmy Thornton**  
Mayor

**Attest:**



**LuAnn D. Drake**  
City Secretary

**City Seal**

## **ADDENDUM "B"**

To the

### **THE CITY MANAGER EMPLOYMENT CONTRACT, CITY OF MAGNOLIA, TEXAS**

This Addendum "B" is made this 14<sup>th</sup> day of November, 2006, and is incorporated into and will be deemed to amend and supplement **THE CITY MANAGER EMPLOYMENT CONTRACT, CITY OF MAGNOLIA, TEXAS** ("Contract") between the City of Magnolia, Texas, (the "City") and Roger D. Carlisle ("Carlisle") that was entered into on October 4<sup>th</sup>, 2004. This Addendum "B" shall be attached to the Contract.

The City and Carlisle agree to the following:

1. The Contract may only be amended or supplemented by agreement in writing and signed by the City and Carlisle.
2. This Addendum "B" is an amendment to the Contract and voids Addendum "A" which was signed on the 17<sup>th</sup> day of March, 2005.
3. This Addendum "B" is an amendment to the Contract and deletes Paragraph C of Section 2. Term, and replaces and supersedes Paragraph C of Section 2 with a new Paragraph C, Section 2 as shown below:

#### **SECTION 2. TERM.**

C. Employee agrees to remain in the exclusive employ of Employer and shall not accept other employment nor become employed by any other employer (other than any city created Economic Development Corporation) unless and until this contract is terminated as hereinafter provided.

4. This Addendum "B" is an amendment to the Contract and deletes Paragraph B of Section 3. TERMINATION AND SEVERANCE PAY and replaces and supersedes Paragraph B of Section 3. TERMINATION AND SEVERANCE PAY as shown below.

#### **SECTION 3. TERMINATION AND SEVERANCE PAY.**

B. In the event the Employee is terminated by the City Council, during such time as the employee is willing and able to perform his duties under this contract, then in that event, Employer agrees to pay Employee a lump sum cash payment of one years salary with full benefits within (14) days after the city council has taken formal action, provided, however, that in the event the Employee is terminated after notice and hearing because of an illegal act which results in a felony conviction, or for the failure

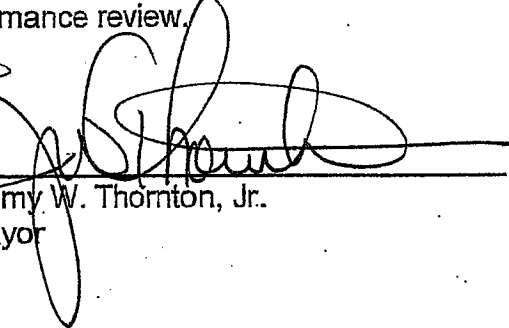
to perform the duties and responsibilities set forth in Ordinance 332 and in section 25.029 of the Texas Local Government Code, then in that event the Employer shall have no obligation to pay the severance sum designated in this paragraph. Any termination must be accomplished by a two-third vote of city council; Employer shall have no obligation to pay the severance sum designated in this paragraph if this contract is not renewed at the end of its term or any extension thereof.

5. This Addendum "B" is an amendment to the Contract and SECTION 5. SALARY Paragraph "A." will be deleted and replaced with the following:

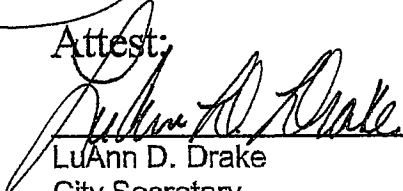
**SECTION 5. SALARY.**

A. Employer agrees to pay Employee for his services rendered pursuant hereto, a monthly base salary of \$6,250.00 a month which includes the 5% raise granted by the City Council to all employees and a monthly car allowance, payable in installments at the same time as other employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the City Council may determine that it is desirable to do in conjunction with the City Manager's annual performance review.

  
\_\_\_\_\_  
Roger D. Carlisle

  
\_\_\_\_\_  
Jimmy W. Thornton, Jr.  
Mayor

Attest:

  
\_\_\_\_\_  
LuAnn D. Drake  
City Secretary