

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered to be effective the 21st day of July, 2025, by and between the **CITY OF SANGER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”), and **JOHN C NOBLITT, CITY MANAGER** (hereinafter referred to as “Manager”), both of which parties hereto understand and agree as follows

WHEREAS, on or about July 21st, 2025, the City and Manager entered into an employment agreement concerning the services of Manager (hereinafter referred to as the “Employment Agreement”), and

WHEREAS, the City Council of the City of Sanger, Texas, finds it is in the best interest of the City Council of the City of Sanger, Texas, to address any severance payment provided to Manager in the event the City Council decides to terminate Manager’s employment during such time Manager is willing and able to continue performing the duties of the City/Town Manager

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Manager agree as follows

SECTION 1 FINDINGS INCORPORATED

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties

SECTION 2 TERM

This Agreement shall be effective as of the Effective Date of this Agreement, and shall continue thereafter through the term of the Employment Agreement, as amended, unless terminated sooner under the provisions hereof

SECTION 3 DEFINITIONS

The following words shall have the following meanings when used in this Agreement

- (a) **Agreement** The word “Agreement” means this Severance Agreement,

together with all exhibits and schedules attached to this Agreement from time to time, if any

- (b) **City** The word "City" means the City Council of the City of Sanger, Texas, a Texas home-rule municipality For the purposes of this Agreement, City's address is 502 Elm Street, Sanger, Texas, 76266
- (c) **Effective Date** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the City and Manager
- (d) **Employment Agreement** The words "Employment Agreement" mean the Employment Agreement by and between the City and Manager, as amended
- (e) **Manager** The word "Manager" means John C Noblitt, City Manager of the City of Sanger, Texas
- (f) **Term** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement

SECTION 4 AFFIRMATIVE OBLIGATIONS

The City and Manager covenant and agree that while this Agreement is in effect, it shall comply with the following terms and conditions

- (a) **Severance Pay** In the event the City Council decides to terminate Manager's employment during such time Manager is willing and able to continue performing the duties of Manager, then the City shall provide (a) a one-time severance payment equal to twelve (12) months' salary calculated using Manager's then-current base salary at the current rate of pay, plus (b) any accrued but unused vacation and sick days computed on an hourly rate determined by Manager's then-current base salary, plus (c) prorated longevity pay earned, in return for a full and complete release to the fullest extent permitted by law from Manager in favor of the City of any and all claims Manager may have against the City Only after Manager signs and provides a signed release of claims shall severance be paid The failure to execute and deliver such release shall nullify any obligation by the City to pay severance The City shall endeavor to pay severance to Manager in the next regular payroll cycle The Manager shall also receive any accrued but unpaid salary prorated from the date of his last payroll check, up to and including his date of termination
- (b) The Employer shall not be obligated to pay, and the Employee shall not be entitled to receive any amount as a severance payment, if the Employee's separation from employment is for

- i Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any of the provisions of this agreement, or any willful, knowing, grossly negligent, or of negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by Employee under this agreement or under the City Charter and Ordinances of Sanger and/or the laws of the State of Texas or the United States of America
- ii Any misconduct of Employee involving an act of moral turpitude
- iii Any willful, knowing, grossly negligent, or negligent misapplication or misuse, directly or indirectly, by Employee of any public or other funds or other property, real, personal, or mixed, owned by or entrusted to Sanger, an agency, or corporation of Sanger or Employee in his official capacities and duties as City Manager

SECTION 5 TERMINATION

This Agreement shall terminate automatically without further notice to Manager or City upon (1) termination of the Employment Agreement, and/or (2) payment of the severance pay as provided in Section 4(a) of this Agreement by City to Manager, and consistent with the terms of the Employment Agreement

SECTION 6 MISCELLANEOUS PROVISIONS

The following miscellaneous provisions are a part of this Agreement

- (a) **Amendments** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment
- (b) **Applicable Law and Venue** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Denton County, Texas
- (c) **Assignment** This Agreement may not be assigned without the express written consent of the other party
- (d) **Caption Headings** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement

- (e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (f) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (g) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

SIGNED THIS THE 8th DAY OF August, 2025.

CITY:

CITY OF SANGER, TEXAS
A Texas home-rule municipality,



Thomas Muir,
Mayor

CITY MANAGER:



John C. Noblitt, City Manager