

**SECOND AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This Second Amendment to City Manager Employment Agreement (“Second Amendment”) is made and entered to be effective October 24, 2019, by and between the City of Lake Dallas, a Texas, home rule municipality (the “City”), and John Cabrales Jr. (the “Manager”), (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain *City Manager Employment Agreement* effective December 14, 2017 (“the Original Agreement”), which agreement was amended by that certain *First Amendment to City Manager Employment Agreement* effective September 26, 2019 (“the First Amendment”)(the Original Agreement and the First Amendment Collectively referred to herein as “the Agreement”); and

WHEREAS, the Initial Term of the Agreement ends on December 31, 2019; and

WHEREAS, the City Council has advised Manager that as an incentive to not provide the notice described in Section 6.5(a) of the Agreement, that it desires certain amendments to the Agreement; and

WHEREAS, Manager is agreeable to such amendment.

NOW, THEREFORE, for and in consideration of the agreements stated herein and other good and valuable consideration, the Parties agree as follows:

1. Section 1.1 of the Agreement is amended to read as follows:

1.1 Initial Term. The Term of this Agreement shall be for a period of three (3) years beginning on January 1, 2018 (the “Commencement Date”), and ending on December 31, 2020, provided, however, that the Term of this Agreement shall be subject to earlier termination as provided in this Agreement.

2. The defined terms used in this Second Amendment shall have the same meaning as set forth in the Agreement unless the content clearly indicates as different meaning.

3. Except as amended by this Second Amendment, the Agreement remains in full force and effect.

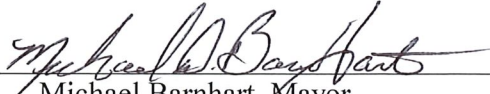
4. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Termination, it shall not be necessary to produce or account for more than one such counterpart. The Parties agree that a facsimile copy or electronic copy (including PDF copy) of the signature of the person executing this Second Amendment on behalf of a Party shall be effective as an original signature and shall cause the facsimile copy or electronic copy

(including PDF copy) of this Second Amendment to be legally binding and effective as an execution counterpart hereof.

5. This Second Amendment shall be deemed effective on the date set forth above.

SIGNED AND AGREED this 30th day of October 2019.

CITY OF LAKE DALLAS

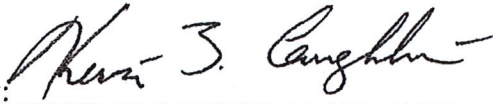
By: 
Michael Barnhart, Mayor

ATTEST

By: 
Codi Delcambre, City Secretary

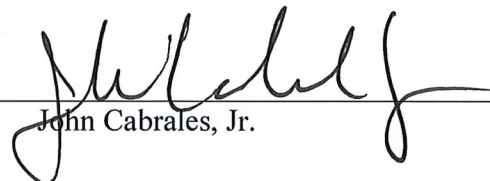


APPROVED AS TO FORM

By: 
Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this 28th day of October 2019.

MANAGER

By: 
John Cabrales, Jr.