

THE STATE OF TEXAS     §     AGREEMENT OF EMPLOYMENT  
COUNTY OF TARRANT   §     BETWEEN THE CITY OF ARLINGTON  
                                          AND TREY YELVERTON

THIS AGREEMENT OF EMPLOYMENT (hereafter "Agreement") is entered into on this the 6th day of March, 2012, by and between the **CITY OF ARLINGTON, TEXAS**, a municipal corporation located in Tarrant County, Texas, (hereafter referred to as "CITY"), and **TREY YELVERTON**, (hereafter referred to as "YELVERTON").

WITNESSETH:

WHEREAS, Article IX of the CITY Charter states that the City Manager shall be employed by the governing body of the CITY, and will be the chief administrative officer and be responsible for the proper administration of all affairs of the CITY placed under his control; and

WHEREAS, it is the desire of the governing body of the CITY (hereafter referred to as the "CITY COUNCIL") to provide certain benefits, establish certain conditions of employment, and set certain working conditions for YELVERTON; and

WHEREAS, YELVERTON desires to accept employment as the City Manager under the terms set forth below; NOW THEREFORE,

FOR AND IN CONSIDERATION of the covenants, duties and obligations herein contained, the parties do mutually agree as follows:

**I.**  
**DUTIES**

The CITY hereby agrees to employ YELVERTON as its City Manager to perform the duties and functions specified by the Charter and Ordinance of the CITY (as may be amended from time to time), this Agreement, and such other legally permissible functions and duties as the CITY COUNCIL may from time to time assign to YELVERTON. Unless otherwise provided herein, YELVERTON shall be subject to the CITY's Administrative Policies (also known as Administrative Regulations) and Personnel Policies.

YELVERTON shall devote his time, ability, and attention to the affairs and activities of the CITY while employed as its City Manager. He shall not directly or indirectly render any service of a business, commercial, or professional nature to any person or organization, whether for compensation or otherwise, which would be in conflict with the functions, objectives, and obligations of the CITY or inconsistent or incompatible with his duties and responsibilities as its City Manager. YELVERTON may, however, provide on a not-to-interfere basis, teaching, writing, speaking, consulting

or other professional services on his time off, even if outside compensation is provided for such services, and such activities are expressly allowed, provided that in no case is any activity allowed that would present a conflict of interest or otherwise interfere with the business of CITY.

The duties and employment of YELVERTON as the City Manager shall commence on the 19<sup>th</sup> day of March, 2012 (the "Commencement Date").

## **II.**

### **TERM**

This Agreement shall become effective on the date first written above (the "Effective Date"), and continue until terminated as hereinafter provided. The duties and employment of YELVERTON as the City Manager shall commence on the Commencement Date.

YELVERTON shall serve at the pleasure of the CITY COUNCIL and nothing herein shall be taken to imply or suggest a term of office or guaranteed tenure for YELVERTON. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of YELVERTON at any time, with or without cause, subject only to applicable provisions of the CITY Charter, and the provisions set forth hereinafter in the section titled "TERMINATION AND SEVERENCE PAY."

## **III.**

### **COMPENSATON**

CITY agrees to pay YELVERTON an annual base salary, which salary shall initially be TWO HUNDRED TWENTY THOUSAND AND NO 00/100 DOLLARS (\$220,000.00), payable in installments at the same time as other employees of the CITY are paid. The parties agree that stating YELVERTON's wages in annual terms is for convenience only, and does not in any way imply a specific term of employment.

The CITY COUNCIL will review the base salary of YELVERTON at least annually and may increase the same in such amount and to such extent as the CITY COUNCIL, in its sole discretion, deems necessary and appropriate. If the CITY COUNCIL desires to increase YELVERTON's base salary, the CITY COUNCIL will do so by resolution or other action, and such action will operate as an amendment to this Agreement without the necessity of further action.

## **IV.**

### **RETIREMENT BENEFITS**

YELVERTON shall be covered and governed by the same Texas Municipal Retirement System as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

As specified in the CITY's Executive Benefits Policy, the CITY will provide an amount (consistent with the IRS regulations) equal to five percent (5%) of YELVERTON's base salary to be paid to the ICMA Retirement Fund Program (457 deferred compensation plan). YELVERTON may also make contributions to the plan at his option and in accordance with the law.

YELVERTON may participate in the 401(k) Thrift Savings Plan to the same extent as all other employees.

If YELVERTON retires pursuant to a qualified retirement plan during the term of this Agreement, YELVERTON shall be compensated for all sick leave, vacation leave, and other benefits then accrued or credited to YELVERTON on the same basis as other retirees from the CITY. Further, Yelverton 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 permitted to do so, or, if such other retirees are not permitted to do so, at the cost of YELVERTON.

If YELVERTON becomes permanently disabled during the term of this Agreement, YELVERTON shall have the same benefits available to him as are available to other employees of the CITY except to the extent that Section XIII. C. may apply and in that event YELVERTON will be paid according to that provision in addition to other benefits that apply to all employees.

#### **V.** **INSURANCE**

The same insurance for health, dental, vision, life and disability that is available to all other employees shall be available to YELVERTON on the same terms and conditions to the extent they are not in conflict with this Agreement. Additional insurance benefits may be available to YELVERTON to the extent those benefits are set forth in the CITY's Executive Benefits policy.

#### **VI.** **AUTOMOBILE**

The CITY shall provide a car allowance of Six Thousand Dollars and No Cents (\$6,000.00) annually, payable in equal increments over the CITY's regular two-week pay periods.

#### **VII.** **LEAVE BENEFITS**

All provisions of the rules and regulations of the CITY applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the position of City Manager as they apply to all other employees of

the CITY, unless otherwise addressed in this Agreement and as specified in the CITY's Executive Benefits policy; provided that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to YELVERTON in accordance with the CITY's regulations using his original employment date with the CITY.

In addition, YELVERTON shall be granted five (5) annual leave days for professional or personal purposes.

#### **VIII.**

#### **DUES AND PROFESSIONAL DEVELOPMENT**

CITY agrees to pay for the civic and professional membership dues and subscriptions of YELVERTON necessary for YELVERTON's continuation and participation in national, regional, state, and local associations necessary and desirable for YELVERTON's continued professional participation, growth and advancement, and related to CITY business. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and enhance the stature of the City's image and influence. The reasonable participation and related travel by YELVERTON as provided for in the annual budget will be a part of the City Manager's duties.

#### **IX.**

#### **BUSINESS EXPENSES**

Certain expenses of a non-personal and job-related nature will necessarily be incurred by YELVERTON in the performance of the City Manager's duties. CITY agrees to pay or reimburse, subject to budget restraints and in accordance with Texas law and CITY policies, the reasonable and customary expenses associated with conducting CITY business.

#### **X.**

#### **PERFORMANCE EVALUATION**

Within the first sixty (60) days after October 1<sup>st</sup> of each calendar year, the CITY COUNCIL will review and evaluate the performance of YELVERTON as the City Manager. Within a reasonable time following the evaluation, the CITY COUNCIL will provide YELVERTON an adequate opportunity to appear before the CITY COUNCIL for an oral exchange of information relative to YELVERTON's evaluation. During such discussion, or at any other time as the CITY COUNCIL deems appropriate, the CITY COUNCIL may define goals and performance objectives that it determines necessary for the proper operation of the CITY and the attainment of the CITY COUNCIL's policy objectives.

**XI.**  
**INDEMNIFICATION**

YELVERTON shall be considered a plan member under Article IX of the Administration Chapter of the CITY Code.

**XII.**  
**HOURS OF WORK**

It is recognized that YELVERTON is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. YELVERTON acknowledges the proper performance of the duties of the City Manager of the CITY will require him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. YELVERTON agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services.

**XIII.**  
**TERMINATION AND SEVERANCE PAY**

A. **Termination.** Subject to the terms and conditions hereinafter set forth, the CITY COUNCIL may terminate the employment of YELVERTON under this Agreement and discharge him as City Manager at any time, with or without cause; provided that, if YELVERTON 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.

B. **Resignation.** If YELVERTON terminates this Agreement by voluntary resignation of the position of City Manager, YELVERTON shall give the Mayor forty-five (45) days written notice in advance of the effective date of such resignation, unless the Council agrees otherwise.

C. **Severance Pay.** If CITY COUNCIL should terminate the employment of YELVERTON under this Agreement and discharge him as City Manager, then CITY shall compensate YELVERTON in an amount equal to his then current base salary on a bi-weekly basis for a period of up to twelve (12) months, or until YELVERTON obtains other employment, whichever occurs first, at which time payments cease; provided, however, said twelve (12) months shall be reduced by one (1) month for each year of YELVERTON's employment as said City Manager until the fourth anniversary from the Commence Date occurs. Thereafter, the compensation period shall remain at eight (8) months.

**XIV.**  
**GENERAL PROVISIONS**

- A. **Headings.** All section and article 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 Tarrant County, Texas.
- C. **Severability.** In the event any one 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 the agreements, covenants and understandings between the parties 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 each of the parties.
- F. **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 in the same instrument.

EXECUTED on this the 8th day of March, 2012.


**TREY YELVERTON**

  
\_\_\_\_\_  
**TREY YELVERTON**

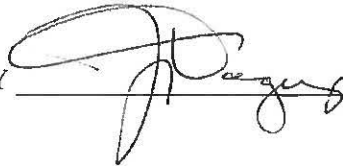
CITY OF ARLINGTON, TEXAS

BY   
ROBERT N. CLUCK, MD  
Mayor

ATTEST:

  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

BY 

THE STATE OF TEXAS

§

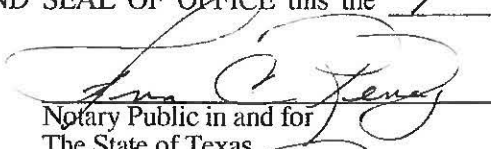
Acknowledgment

COUNTY OF TARRANT

§

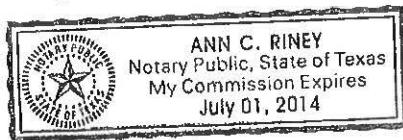
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON**, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9<sup>th</sup> day of March, 2012.

  
Notary Public in and for  
The State of Texas

7/1/14  
My Commission Expires

ANN C RINEY  
Notary's Printed Name



THE STATE OF TEXAS

§

CITY OF ARLINGTON, TEXAS

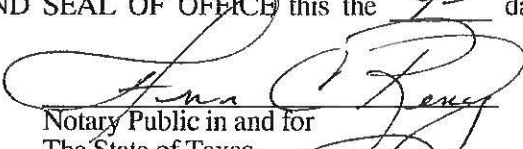
COUNTY OF TARRANT

§

Acknowledgment

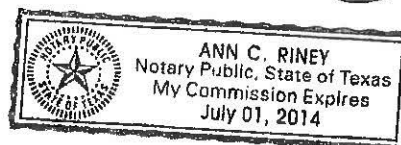
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **ROBERT N. CLUCK, MD**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **MAYOR** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9<sup>th</sup> day of March, 2012.

  
Notary Public in and for  
The State of Texas

7/1/14  
My Commission Expires

ANN C RINEY  
Notary's Printed Name





14-069

WITNESSETH:

WHEREAS, CITY and YELVERTON desire to modify the Agreement in certain respects as set forth herein; NOW THEREFORE,

The Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Agreement, the Modification shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

Section C of Article XIII, entitled TERMINATION AND SEVERANCE PAY, is modified so that hereafter Section C shall be and read as follows:

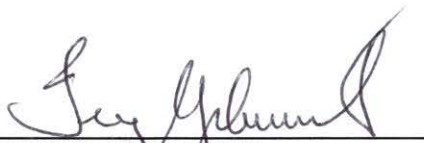
**“C. Severance Pay.** If CITY COUNCIL should terminate the employment of YELVERTON under this Agreement and discharge him as City Manager, then CITY shall compensate YELVERTON in an amount equal to his then current base salary on a bi-weekly basis for a period of up to twelve (12) months, or until YELVERTON obtains other employment, whichever occurs first, at which time payments cease.”

II.

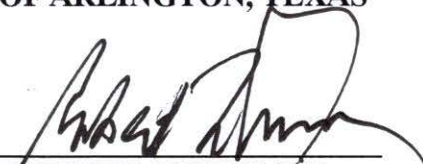
YELVERTON recognizes that this Modification shall commence on the day first written above and continue in full force and effect until termination in accordance with its provisions.

EXECUTED on this the 15<sup>th</sup> day of April, 2014.


**TREY YELVERTON**

  
TREY YELVERTON

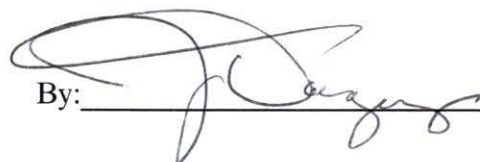
**CITY OF ARLINGTON, TEXAS**

BY:   
ROBERT N. CLUCK, MD  
Mayor

ATTEST:

  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
JAY DOEGEY, City Attorney

By: 

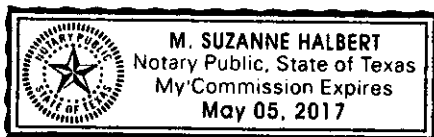
THE STATE OF TEXAS §

Yelverton Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON** known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of April, 2014.



5/5/17  
My Commission Expires

M. Suzanne Halbert  
Notary Public In and For  
The State of Texas

M. SUZANNE HALBERT  
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **ROBERT N. CLUCK, MD**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **MAYOR** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of April, 2014.



5/24/16  
My Commission Expires

Stephanie Dimas  
Notary Public In and For  
The State of Texas

Stephanie Dimas  
Notary's Printed Name

THE STATE OF TEXAS                 §      **SECOND MODIFICATION OF**  
                                                         **EMPLOYMENT AGREEMENT**  
                                                         **BETWEEN THE CITY OF**  
 THE COUNTY OF TARRANT §   **ARLINGTON AND TREY YELVERTON**

THIS SECOND MODIFICATION OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARLINGTON AND TREY YELVERTON (hereafter referred to as "the Second Modification") is made and entered into this 15<sup>th</sup> day of February, 2016, by and between the **CITY OF ARLINGTON**, Texas, a municipal corporation located in Tarrant County, Texas, (hereafter referred to as "CITY") and **TREY YELVERTON**, (hereafter referred to as "YELVERTON").

WITNESSETH:

WHEREAS, on March 6, 2012, CITY and YELVERTON entered into an Agreement of Employment (hereafter referred to as "the Agreement") relative to the employment of YELVERTON as the CITY's City Manager; and

WHEREAS, on March 18, 2014, CITY and YELVERTON entered into a Modification of Employment Agreement between the City of Arlington and Trey Yelverton (hereafter referred to as "the Modification"); and

WHEREAS, CITY and YELVERTON desire to further modify the Agreement in certain respects as set forth herein; NOW THEREFORE,

The Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Second Modification, and the Modification and Agreement, the Second Modification shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

Article IV, entitled RETIREMENT BENEFITS, is modified so that hereafter it shall be and read as follows:

YELVERTON shall be covered and governed by the same Texas Municipal Retirement System as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

As specified in the CITY's Executive Benefits Policy, the CITY will provide an amount (consistent with the IRS regulations) as determined by the CITY but equal to at least five percent (5%) of YELVERTON's base salary to be paid to the 401(k) Thrift Savings Plan. From time to time, at the CITY COUNCIL's sole discretion as it deems

necessary and appropriate (consistent with IRS regulations), the CITY COUNCIL may increase the amount paid to the 401(k) Thrift Savings Plan. YELVERTON may also make contributions to the plan at his option and in accordance with the law and the CITY's matching requirements are still applicable to these contributions.

YELVERTON may participate in the 457 deferred compensation plan to the same extent as all other employees.

If YELVERTON retires pursuant to a qualified retirement plan during the term of this Agreement, YELVERTON shall be compensated for all sick leave, vacation leave, and other benefits then accrued or credited to YELVERTON on the same basis as other retirees from the CITY. Further, Yelverton 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 permitted to do so, or, if such other retirees are not permitted to do so, at the cost of YELVERTON.

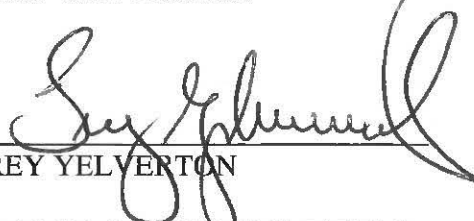
If YELVERTON becomes permanently disabled during the term of this Agreement, YELVERTON shall have the same benefits available to him as are available to other employees of the CITY except to the extent that Section XIII. C. may apply and in that event YELVERTON will be paid according to that provision in addition to other benefits that apply to all employees.

## II.


This Second Modification shall become retroactively effective for the pay period starting January 4, 2016 and continue in full force and effect until termination in accordance with its provisions.

EXECUTED on this the 24<sup>th</sup> day of January, 2016.

**TREY YELVERTON**

  
TREY YELVERTON

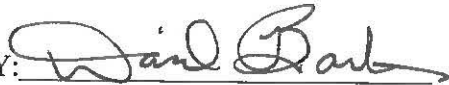
**CITY OF ARLINGTON, TEXAS**

BY:   
W. JEFF WILLIAMS  
Mayor

ATTEST:

  
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:  
TERIS SOLIS, City Attorney

BY: 

THE STATE OF TEXAS §

**YELVERTON Acknowledgment**

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON** known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS §

**CITY Acknowledgment**

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **W. JEFF WILLIAMS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **MAYOR** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary's Printed Name

§ **THIRD MODIFICATION OF**  
**EMPLOYMENT AGREEMENT**  
**BETWEEN THE CITY OF**  
§ **ARLINGTON AND TREY YELVERTON**

**§ ARLINGTON AND TREY YELVERTON**

WITNESSETH:

**WHEREAS, CITY and YELVERTON desire to further modify the Agreement in certain respects as set forth herein; NOW THEREFORE,**

I.

As specified in the CITY's Executive Benefits Policy, the CITY will provide an amount (consistent with the IRS regulations) as determined by the CITY but equal to at least five percent (5%) of YELVERTON's base salary to be paid to the 401(k) Thrift



Savings Plan. Commencing on January 4, 2016, the CITY will provide eight percent (8%) of YELVERTON's base salary to be paid to the 401(k) Thrift Savings Plan. From time to time, at the CITY COUNCIL's sole discretion as it deems necessary and appropriate (consistent with IRS regulations), the CITY COUNCIL may increase the amount paid to the 401(k) Thrift Savings Plan. If the CITY COUNCIL desires to increase the percentage of YELVERTON's base salary to be paid to the 401(k) Thrift Savings Plan, the CITY COUNCIL will do so by resolution or other action, and such action will operate as an amendment to this Agreement without the necessity of further action. YELVERTON may also make contributions to the plan at his option and in accordance with the law and the CITY's matching requirements are still applicable to these contributions.

YELVERTON may participate in the 457 deferred compensation plan to the same extent as all other employees.

If YELVERTON retires pursuant to a qualified retirement plan during the term of this Agreement, YELVERTON shall be compensated for all sick leave, vacation leave, and other benefits then accrued or credited to YELVERTON on the same basis as other retirees from the CITY. Further, Yelverton 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 permitted to do so, or, if such other retirees are not permitted to do so, at the cost of YELVERTON.

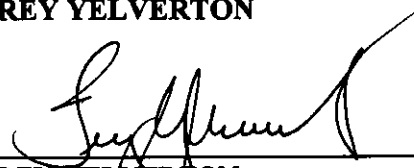
If YELVERTON becomes permanently disabled during the term of this Agreement, YELVERTON shall have the same benefits available to him as are available to other employees of the CITY except to the extent that Section XIII. C. may apply and in that event YELVERTON will be paid according to that provision in addition to other benefits that apply to all employees.

## II.

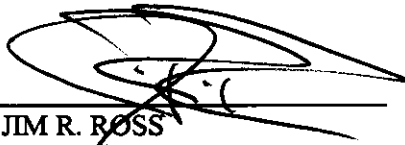
This Third Modification shall become effective upon execution thereof and continue in full force and effect until termination in accordance with its provisions.

EXECUTED on this the 29<sup>th</sup> day of May, 2024.

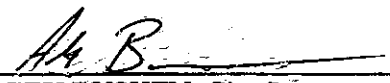
TREY YELVERTON

  
\_\_\_\_\_  
TREY YELVERTON

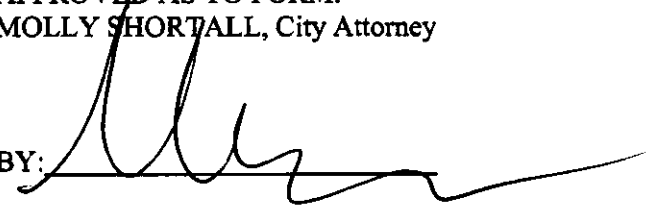
**CITY OF ARLINGTON, TEXAS**

BY:   
JIM R. ROSS  
Mayor

**ATTEST:**

  
ALEX BUSKEN, City Secretary

**APPROVED AS TO FORM:**  
MOLLY SHORTALL, City Attorney

BY: 

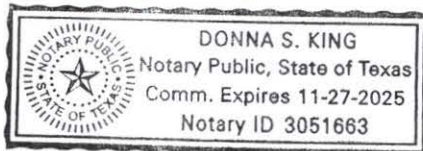
THE STATE OF TEXAS §

**YELVERTON Acknowledgment**

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON** known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29<sup>th</sup> day of May, 2024.



Donna S. King  
Notary Public In and For  
The State of Texas

Donna S. King  
Notary's Printed Name

11/27/25  
My Commission Expires

THE STATE OF TEXAS §

**CITY Acknowledgment**

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM R. ROSS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **MAYOR** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29<sup>th</sup> day of May, 2024.



Jillian Cloud  
Notary Public In and For  
The State of Texas

Jillian Cloud  
Notary's Printed Name

8-5-26  
My Commission Expires

THE STATE OF TEXAS                      §        **FOURTH MODIFICATION OF  
EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF  
THE COUNTY OF TARRANT        §    ARLINGTON AND TREY YELVERTON**

THIS FOURTH MODIFICATION OF EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ARLINGTON AND TREY YELVERTON (hereafter referred to as "the Fourth Modification") is made and entered into this 30<sup>th</sup> day of April, 2025, by and between the **CITY OF ARLINGTON**, Texas, a municipal corporation located in Tarrant County, Texas, (hereafter referred to as "CITY") and **TREY YELVERTON**, (hereafter referred to as "YELVERTON").

W I T N E S S E T H:

WHEREAS, on March 6, 2012, CITY and YELVERTON entered into an Agreement of Employment, subsequently modified by that certain Modification of Employment Agreement, Second Modification of Employment Agreement and Third Modification of Employment Agreement (the Agreement of Employment, Modification of Employment Agreement, Second Modification of Employment Agreement and Third Modification of Employment Agreement hereafter referred to collectively as "the Agreement") relative to the employment of YELVERTON as the CITY's City Manager; and

WHEREAS, CITY and YELVERTON desire to further modify the Agreement in certain respects as set forth herein; NOW THEREFORE,

The Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Fourth Modification the Agreement, this Fourth Modification shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

Article IV, entitled RETIREMENT BENEFITS, is modified so that hereafter it shall be and read as follows:

YELVERTON shall be covered and governed by the same Texas Municipal Retirement System as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

As specified in the CITY's Executive Benefits Summary, the CITY will provide an amount (consistent with the IRS regulations) as determined by the CITY but equal to at



least five percent (5%) of YELVERTON's base salary to be paid to the 401(k) Thrift Savings Plan and/or 457(b) Pre-Tax Plan. In addition, commencing on January 4, 2016, the CITY will provide eight percent (8%) of YELVERTON's base salary to be paid to the 401(k) Thrift Savings Plan. From time to time, at the CITY COUNCIL's sole discretion as it deems necessary and appropriate (consistent with IRS regulations), the CITY COUNCIL may increase the amount paid to the 401(k) Thrift Savings Plan. If the CITY COUNCIL desires to increase the percentage of YELVERTON's base salary to be paid to the 401(k) Thrift Savings Plan, the CITY COUNCIL will do so by resolution or other action, and such action will operate as an amendment to this Agreement without the necessity of further action. YELVERTON may also make contributions to the 401(k) Thrift Savings Plan at his option and in accordance with the law and the CITY's matching requirements are still applicable to these contributions to the same extent as all other employees.

YELVERTON may participate in additional contributions to the 457(b) deferred compensation plans to the same extent as all other employees.

If YELVERTON retires pursuant to a qualified retirement plan during the term of this Agreement, YELVERTON shall be compensated for all sick leave, vacation leave, and other benefits then accrued or credited to YELVERTON on the same basis as other retirees from the CITY. Further, Yelverton 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 permitted to do so, or, if such other retirees are not permitted to do so, at the cost of YELVERTON.

If YELVERTON becomes permanently disabled during the term of this Agreement, YELVERTON shall have the same benefits available to him as are available to other employees of the CITY except to the extent that Section XIII. C. may apply and in that event YELVERTON will be paid according to that provision in addition to other benefits that apply to all employees.

## II.

This Fourth Modification shall become effective upon execution thereof and continue in full force and effect until termination in accordance with its provisions.

EXECUTED on this the 30<sup>th</sup> day of April, 2025.

**TREY YELVERTON**

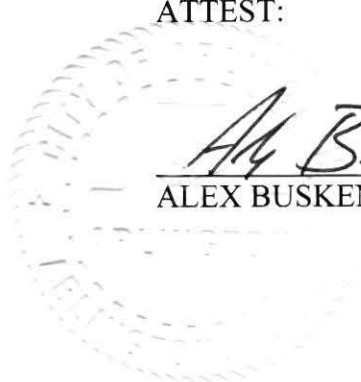
  
TREY YELVERTON

**CITY OF ARLINGTON, TEXAS**

BY: \_\_\_\_\_

JIM R. ROSS  
Mayor

ATTEST:

  
  
ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:  
MOLLY SHORTALL, City Attorney

BY: \_\_\_\_\_



THE STATE OF TEXAS §

**YELVERTON Acknowledgment**

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **TREY YELVERTON** known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of April, 2025.

8-5-2026  
My Commission Expires



J. Cloud  
Notary Public In and For  
The State of Texas  
Jillian Cloud  
Notary's Printed Name

THE STATE OF TEXAS §

**CITY Acknowledgment**

THE COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JIM R. ROSS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of Tarrant County, Texas, and as the **MAYOR** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30<sup>th</sup> day of April, 2025.

8-5-2026  
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J. Cloud  
Notary Public In and For  
The State of Texas  
Jillian Cloud  
Notary's Printed Name