

RESOLUTION NO. R-2021-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING REAPPOINTMENT OF CAROLINE A. MCCLIMON, JD AS ASSOCIATE JUDGE, BASTROP MUNICIPAL COURT, CITY OF BASTROP; NAMING THE APPOINTED JUDGE TO A TERM OF TWO YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT, ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 30.00006 of the Texas Government Code provides that the term of office for municipal judges “must be for a definite term of two or four years.”; and

WHEREAS, Section §5.02 of the City of Bastrop Home Rule Charter states that the Judge of the Municipal Court “shall be nominated by the Mayor and appointed by the Council”; and

WHEREAS, Section 7.01.003(f) of the Bastrop City Code states “each alternate judge shall be appointed for a term of two (2) years; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop and for the orderly operation of the City of Bastrop Municipal Court to reappoint Caroline A. McClimon, JD as Associate Municipal Court Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: The City hereby reappoints, under the authority of §5.02 of the City of Bastrop Home Rule Charter and Section 7.01.003 of the Bastrop City Code, Caroline A. McClimon, JD to the position of Associate Municipal Court Judge for a term of two (2) years.

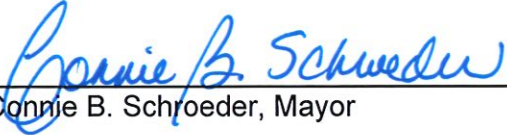
Section 2: The City Manager is hereby authorized to execute a contract for Associate Municipal Court Judge services between the City of Bastrop, Texas and Caroline A. McClimon, JD (attached as Exhibit A) as well as all other necessary documents related to this contract.

Section 3: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict; and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop, Texas
this 25th day of May 2021.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

EXHIBIT A

- 2.4 The City Council shall have the power to create and establish additional Municipal Courts, with the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.
- 2.5 Judge McClimon agrees to provide prompt, courteous, efficient, and professional services in the performance of her duties.
- 2.6 Judge McClimon shall deal with the administrative services of Municipal Court solely through the Presiding Judge, Municipal Court Clerk or the City Manager.
- 2.7 In the event Judge McClimon is unable to act for any reason, the Council may appoint an Alternate Municipal Court Judge to act in the Judge's place.
- 2.8 Judge McClimon shall meet with the Presiding Judge, City Attorney, City Manager, Director of Planning and Community Development, City Prosecutor, and the Chief of Police, or such officials' respective designees, on request, to discuss procedures within the Municipal Court.

3. SALARY AND BENEFITS

- 3.1 Judge McClimon shall be deemed an independent contractor of the City.
- 3.2 The City agrees to pay Judge McClimon the following flat rates: one hundred and fifty dollars (\$150) per event (i.e., jail magistrate trips), four hundred dollars (\$400) for each half day Judge McClimon conducts court and fifty dollars (\$50) per overnight warrant Judge McClimon processes on behalf of the City. The City agrees to pay Judge McClimon within 15 business days of receiving an invoice for services received.
- 3.3 Judge McClimon shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.4. The City agrees to pay Judge McClimon a daily rate of \$400 and her travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judges training, up to a maximum of three (3) days annually. Judge McClimon is required to attend the TMCEC judges training each year during the term of this contract.

EXHIBIT A

4. TERMINATION

- 4.1 Judge McClimon shall serve at the pleasure of the City Council. The City may terminate Judge McClimon at any time without cause, and without notice, as allowed by law.
- 4.2 Judge McClimon may terminate this Agreement at any time, with or without notice.
- 4.3 Judge McClimon shall waive all claims for compensation if not claimed within thirty (30) days for the date of the termination of this Agreement.

5. GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held to violate any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the City of Bastrop, Bastrop County, Texas.

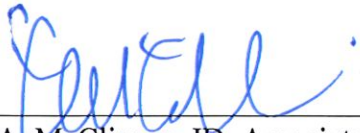
IN WITNESS WHEREOF, the City Council of the City of Bastrop, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the City of Bastrop.


[SIGNATURES FOLLOW ON PAGE 4]

EXHIBIT A

CITY OF BASTROP, TEXAS

BY: 
Paul A. Hofmann, City Manager

BY: 
Caroline A. McClimon, JD, Associate Municipal Court Judge

ATTEST: 
Ann Franklin, City Secretary