

RESOLUTION NO. R-2023-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING APPOINTMENT OF CAROLINE A. MCCLIMON JD AS PRESIDING MUNICIPAL JUDGE, BASTROP MUNICIPAL COURT, CITY OF BASTROP; AND APPROVING A CONTRACT TO PROVIDE SERVICES; 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 appoint Caroline A. McClimon, JD as Presiding Municipal Judge.

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

Section 1: The City hereby appoints, 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 Presiding Municipal Judge for a term of two (2) years.

Section 2: The City Manager is hereby authorized to execute a contract for Presiding Municipal 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 28th day of February 2023.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

STATE OF TEXAS §
COUNTY OF BASTROP §

AGREEMENT BETWEEN THE CITY OF BASTROP
AND
CAROLINE A. MCCLIMON, JD

This agreement is effective the 10th day of March 2023, between the City of Bastrop, acting through its duly elected City Council of the City of Bastrop and Caroline A. McClimon, JD. as follows:

WITNESSETH:

WHEREAS, pursuant to the authority granted to the City Council through **The City Charter** and the laws of the State of Texas, the City Council of the City of Bastrop has appointed Caroline A. McClimon, JD. as Presiding Municipal Court Judge; and

WHEREAS, the parties desire to enter into a written agreement setting forth all terms, conditions, and obligations of the parties;

NOW, THEREFORE, in consideration of the mutual covenants and promises, the parties agree as follows:

I. TERM

- 1.1 The term of this Agreement shall be for two years to run for the portion of such unexpired term as may remain at the time of the appointment, unless sooner terminated as provided by the terms of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 The purpose of this Agreement is to engage Judge. McClimon, for the express purpose of serving the City of Bastrop, Texas, as the City's Presiding Municipal Court Judge.
- 2.2 Judge McClimon shall perform all duties of the Municipal Court Judge of the City of Bastrop, Texas, as set forth in the current or revised **Charter of the City of Bastrop** as required by **The Code of the City of Bastrop, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.
- 2.3 These duties include but are not limited to:
- Preside over Municipal Court for all criminal class C Misdemeanors, criminal jury and nonjury trials, pre-trial conferences, juvenile warnings, and other cases appropriately tried in Municipal Court

- Preside over civil truant conduct hearings/trials.
- Maintain a central docket of all cases filed in the City of Bastrop.
- Establish and maintain Court Security panel.
- Review and/or deny requests for continuances.
- Determine innocence or culpability (when hearing cases without a jury) and levies fine commensurate with the violation in such manner to preserve equity and uniformity in the application of existing laws and ordinances.
- Supervise the administration of juror notification and direct jurors in trial cases on their role in the interpretation and application of law.
- Be available, or have adequate associate judge expertise available, on a 24/7 basis, to review and/or sign complaints, summons, subpoenas, affidavits for search and arrest warrants, appeal bonds, etc.
- Support court activities with Municipal Court Clerk and City Prosecutor and other city departments.
- Review legislation and current case law affecting offenses and the criminal justice system and implement procedures to ensure compliance. Perform legal research as needed and determine fine amounts.
- Conduct hearings (including property, emergency protective order, code enforcement, dangerous dog, etc.).
- Daily jail magistrations – rights warnings, set bonds
- Juvenile hearings.
- Indigent hearings.
- Approve/Deny Personal Recognizance (PR) Bond requests.
- Issue warrants (search, arrest, mental health), summons, magistrate warnings, etc.
- Primarily responsible for the review and signing of all paperwork prepared by court clerks.

- 2.4 The City of Bastrop's regular Municipal Court shall be held at Bastrop Municipal Court located at 104 Grady Tuck Lane, Bastrop, Texas 78602. However, the City of Bastrop reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that facility should not be available.
- 2.5 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.
- 2.6 Judge McClimon agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.7 Judge McClimon shall deal with the administrative services of Municipal Court solely through the Municipal Court Clerk or the City Manager.

- 2.8 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.
- 2.9 Judge McClimon shall meet with the 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 annually at \$53,004, paid monthly in the amount of \$4,417 for all the duties sited in section 2.3, which equate to approximately 1,000 hours annually.
- 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. 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.

4. TERMINATION

- 4.1 Judge McClimon may terminate this Agreement at any time, with or without notice.
- 4.2 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 of 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.

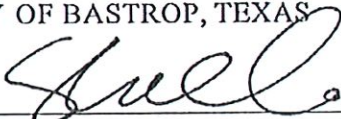
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly 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]

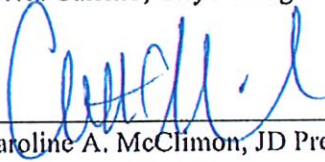
CITY OF BASTROP, TEXAS

BY:



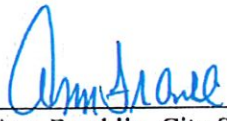
Sylvia Carrillo, City Manager

BY:



Caroline A. McClimon, JD Presiding Municipal Court Judge

ATTEST:



Ann Franklin, City Secretary