

## **ORDINANCE**

**AN ORDINANCE OF THE CITY OF BURLESON, TEXAS APPOINTMENT ASSOCIATE JUDGE OF THE MUNICIPAL COURT OF RECORD OF THE CITY OF BURLESON; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ASSOCIATE MUNICIPAL COURT JUDGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Burleson is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the City Council has established its municipal court as a municipal court of record; and

**WHEREAS**, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:**

### **SECTION 1.**

That **Cass Callaway** is hereby appointed as the associate judge of the municipal court of record in the City of Burleson, Texas, in accordance with the terms of the Agreement attached as Exhibit "A" and incorporated by reference herein.

### **SECTION 2.**

That the Mayor is hereby authorized to execute the Agreement attached as Exhibit "A".

### **SECTION 3.**

This appointment of the associate judge shall be for a term of two years, which shall expire on **May 15, 2025**.

### **SECTION 4.**

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 5.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 6.**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chris Fletcher, Mayor  
City of Burleson, Texas

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Amanda Campos, City Secretary

\_\_\_\_\_  
City Attorney

**First Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## EXHIBIT A

### Professional Services Agreement Associate Municipal Judge

The Agreement made and executed into this 15th day of May, 2023 by and between the City of Burleson, Texas, a Municipal Court of Record of the State of Texas, hereinafter referred to as "City" and Cass Callaway, the Associate Municipal Judge of the Burleson Municipal Court of Record hereinafter referred to as "Associate".

1. City does hereby agree to enter into an agreement with Cass Callaway for Municipal Court services beginning on May 15, 2023 and continuing through midnight on May 15, 2025 at a contract rate of \$100 per hour, and a \$1,200 monthly stipend for on-call services.
2. Associate understands and agrees that Associate is an appointed contractor of City, the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and Associate is not entitled to any benefits except as provided herein.
3. City will provide judge's robe. Additionally, City does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:
  - Texas State Bar Association
  - Tarrant County Bar Association
  - Johnson County Bar Association
4. City does hereby agree to budget and to pay for the travel and subsistence expenses of Associate training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.
5. The Associate shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Job Description and shall perform such other legally permissible and proper duties and functions as said position shall require.
6. The Associate shall keep the Presiding Municipal Judge and City Secretary informed of issues related to the Presiding Municipal Court and shall execute their performance in cooperation with the Presiding Municipal Judge to the extent such cooperation does not impair the necessity of judicial independence and avoids the appearance of impropriety.

7. During this agreement, the Associate agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Section 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
8. The Associate shall not take on representation of a client adverse to the City. The Associate shall not represent a client in a case where an employee of the City in his capacity as an employee of the City is a witness or may be summoned to appear as a witness.
9. The Associate warrants they meet the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.
10. The City Council may remove the Associate from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Chapter 30 of the Texas Government Code or its successor, as same may hereafter be amended.

In Witness Whereof, City has caused this agreement to be signed in its name by the Mayor of the City of Burleson and City corporate seal to be hereunto affixed and attested by its City Secretary, and the Associate has hereunto set their hand.

Signed:

\_\_\_\_\_  
Cass Callaway

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Chris Fletcher, Mayor

Attest:

(Seal)

\_\_\_\_\_  
Amanda Campos, City Secretary