



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NO. 4 (a) & (b)

MEETING DATE: **February 2, 2021**

AGENDA PLACEMENT:

- ☐ Ceremonial
- ☐ Consent
- ☒ Individual
- ☐ Closed Session

CAPTION:

4. a. Presentation by Municipal Court Judge Cathy Riedel on Municipal Court operations and discussion of and action on a Resolution of the City Council of the City of Johnson City, Texas approving Amendment No. 1 to a Professional Judicial Services Agreement between the City of Johnson City, Texas and Cathy Riedel; providing for compensation for said judicial services in the monthly amount of Twelve Hundred Dollars and No Cents (\$1,200.00); and providing for an effective date. (Judge Riedel / City Attorney)

 b. Discussion of and action on a Resolution of the City Council of the City of Johnson City, Texas appointing Thomas H. Walston as Municipal Court Judge effective May 1, 2021; approving a Professional Judicial Services Agreement between the City of Johnson City, Texas and Thomas H. Walston; providing for compensation for said judicial services in the monthly amount of Twelve Hundred Dollars and No Cents (\$1,200.00); and providing for an effective date. (CAO/City Secretary)

EXECUTIVE SUMMARY:

The City Council tabled discussion on Judge Riedel's contract revision/renewal on December 8, 2020. On December 9th, I informed Judge Riedel of City Council's direction and asked her to work with City Attorney Elizabeth Elleson on finalizing the contract revision/renewal, in accordance with City Council direction.

On December 18th, Judge Riedel submitted a W-9, December's statement, and a memorandum indicating that she would continue to serve as Johnson City's Municipal Court Judge until May 2021, at which time she would "be happy to assist with the transition when the time comes." Judge Riedel's decision to not renew the contract starting June 2021 was surprising to me, and I consequently emailed her on December 19th asking for clarification / understanding. Judge Riedel's reply indicated a desire to ensure that she shared the same vision as City Council regarding Municipal Court operations.

On January 20, 2021, I informed Judge Riedel of my intentions to recommend to City Council that the City not renew her current contract and consider the appointment of a local Municipal Court Judge. Judge Riedel requested to be placed on the February 2nd City Council agenda on January 21st.

Since my appointment, I have reviewed Municipal Court operations, visited with Staff, and inquired about other court programs that may be more advantageous to the City than Net Data/GHS. It is my opinion that the City's Municipal Court requires an increased level of attentiveness and oversight by the Municipal Court Judge, and City Staff has identified a seasoned, local resident that could fill this position effective immediately.

Sections 2 and 3 of Judge Riedel's current contract provide the following:

SECTION 2. TERM OF OFFICE

B. Renewal. At the expiration of the term of office, and on the two-year anniversary thereafter, this Agreement shall automatically renew for a successive two-year term of office unless terminated as provided herein. The renewal term shall begin on the date the previous term of office expires, in accordance with Government Code Section 29.005, as amended, and shall coincide with the current two-year term of the mayor of the City in effect at that time.

SECTION 3. TERMINATION

A. This Agreement may be terminated:

- (a) at the option of either Party upon 30 days advance written notice to the other Party;
- (b) at the end of the current term, should the judicial appointment not be renewed by City Council as provided by Government Code Section 29.005, as amended;
- (c) for failure to perform the judicial services in accordance with this Agreement; or
- (d) on removal of the Judge from the office:
 - (i) for incompetency, corruption, misconduct, or malfeasance in office by the City Council after notice and hearing in accordance with Local Government Code Section 22.077(a), as amended;
 - (ii) for lack of confidence on a two-thirds vote by the City Council in accordance with Local Government Code Section 22.077(b), as amended; or
 - (iii) by the Supreme Court through formal proceedings initiated by the State Commission on Judicial Conduct.

B. On termination, compensation shall be issued for services performed and reported on the invoice through the date of termination.

FINANCIAL:

\$1,200.00 per month, to be paid from General Fund Line Item No. 01-030-6021.

ATTACHMENTS:

- Resolution and Agreement Amendment No. 1 – Judge Riedel;
- Original Agreement – Judge Riedel;
- E-mail communications between Judge Riedel, the City Attorney, and myself;
- December 2020 memorandum and invoice from Judge Riedel;
- State Bar of Texas – Judge Riedel;
- Resolution and Agreement – Thomas Walston;
- Resume – Thomas Walston;
- E-mail communications between Mr. Walston, Mayor Stell, and myself; and
- State Bar of Texas – Thomas Walston.

SUGGESTED ACTION:

Motion to not renew Municipal Court Judge Riedel's Professional Judicial Services Agreement and appointment effective May 1, 2021, or sooner should Judge Riedel tender her resignation; approve a Resolution of the City Council of the City of Johnson City, Texas appointing Thomas H. Walston as Municipal Court Judge effective May 1, 2021; and approve a Professional Judicial Services Agreement between the City of Johnson City, Texas and Thomas H. Walston.

PREPARED BY: CAO/City Secretary Rick Schroder

DATE SUBMITTED: 1/29/21

4a

CITY OF JOHNSON CITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS APPROVING AMENDMENT NO. 1 TO A PROFESSIONAL JUDICIAL SERVICES AGREEMENT BETWEEN THE CITY OF JOHNSON CITY, TEXAS AND CATHY RIEDEL; PROVIDING FOR COMPENSATION FOR SAID JUDICIAL SERVICES IN THE MONTHLY AMOUNT OF TWELVE HUNDRED DOLLARS AND NO CENTS (\$1,200.00); AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, in 2019, the City Council of the City appointed Cathy Riedel as Municipal Court Judge of the City of Johnson City and entered into a Professional Judicial Services Agreement (“Agreement”) regarding the performance and duration of municipal services to the City; and

WHEREAS, the Parties desire to update and amend the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves *Amendment #1 to a Professional Judicial Services Agreement between the City of Johnson City, Texas and Cathy Riedel*, attached hereto as “*Exhibit A*”, and incorporated fully herein for all intents and purposes.
3. The City Council authorizes the Mayor of the City to execute the Agreement on behalf of the City.
4. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this, the _____ day of _____, 2020, by a majority vote of the City Council of Johnson City, Texas.

CITY OF JOHNSON CITY, TEXAS

Rhonda Stell, Mayor

Attest:

Rick Schroder
Chief Administrative Officer and City Secretary

EXHIBIT A

Amendment #1 to PROFESSIONAL JUDICIAL SERVICES AGREEMENT between the City of Johnson City, Texas and Cathy Riedel, Municipal Court Judge

This Amendment #1 to the Professional Judicial Services Agreement ("Agreement") is made and entered into by and between the City of Johnson City, Texas, ("City") and Cathy Riedel, ("Judge"), individually "Party", collectively the "Parties," as follows:

RECITALS

WHEREAS, in 2019, the City Council of the City appointed Cathy Riedel as Municipal Court Judge of the City of Johnson City and entered into a Professional Judicial Services Agreement ("Agreement") regarding the performance and duration of municipal services to the City; and

WHEREAS, the Parties agree to amend the Agreement as described herein.

NOW, THEREFORE, in exchange of the mutual covenants and other valuable consideration, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are adopted as facts and are incorporated fully herein.

SECTION 2. AMENDMENTS TO AGREEMENT

A. The following sections of the Agreement are amended as follows:

1. Section 3. Termination, Subsection 3A is amended to provide for termination with advance notice by the Judge only, and remaining sections renumbered:

SECTION 3. TERMINATION

A. This Agreement may be terminated:

- (a) (1) at the option of ~~either Party~~ the Judge upon 30 days advance written notice to the ~~other Party~~ City;
- (b) (2) at the end of the current term, should the judicial appointment not be renewed by City Council as provided by Government Code Section 29.005, as amended;
- (c) (3) for failure to perform the judicial services in accordance with this Agreement; or
- (d) (4) on removal of the Judge from the office:
 - (i) (a) for incompetency, corruption, misconduct, or malfeasance in office by the City Council after notice and hearing in accordance with Local Government Code Section 22.077(a), as amended;
 - (ii) (b) for lack of confidence on a two-thirds vote by the City Council in accordance with Local Government Code Section 22.077(b), as amended; or
 - (iii) (c) by the Supreme Court through formal proceedings initiated by the State Commission on Judicial Conduct.

Subsection 3A is hereby approved as amended to read as follows:

SECTION 3. TERMINATION

A. This Agreement may be terminated:

- (1) at the option of the Judge upon 30 days advance written notice to the City;
- (2) at the end of the current term, should the judicial appointment not be renewed by City Council as provided in Texas Government Code Section 29.005, as amended;
- (3) for failure to perform the judicial services in accordance with this Agreement; or
- (4) on removal of the Judge from the office:
 - (a) for incompetency, corruption, misconduct, or malfeasance in office by the City Council after notice and hearing in accordance with Local Government Code Section 22.077(a), as amended;
 - (b) for lack of confidence on a two-thirds vote by the City Council in accordance with Local Government Code Section 22.077(b), as amended; or
 - (c) by the Supreme Court through formal proceedings initiated by the State Commission on Judicial Conduct.

2. Section 5. Compensation; Independent Contractor, Subsection 5A is amended from \$750.00 to \$1200.00 monthly, effective November 1, 2020, for municipal court services, including magistrate duties:

SECTION 5. COMPENSATION; INDEPENDENT CONTRACTOR

A. The Judge shall be compensated ~~a judicial salary~~ for municipal court services performed monthly, including ~~for~~ pretrial matters, court preparation, ~~and~~ court sessions, and magistrate duties, at a rate flat fee of \$750.00 (Seven Hundred Fifty Dollars) \$1,200.00 (Twelve Hundred Dollars) monthly per month. Said rate shall be effective November 1, 2020.

Subsection 5A is hereby approved as amended to read as follows:

SECTION 5. COMPENSATION; INDEPENDENT CONTRACTOR

A. The Judge shall be compensated for municipal court services performed monthly, including pretrial matters, court preparation, court sessions, and magistrate duties, at a flat fee of \$1,200.00 (Twelve Hundred Dollars) per month. Said rate shall be effective November 1, 2020.

B. The remaining provisions of the Agreement shall continue in effect until modified by agreed amendment in writing.

SECTION 3. EFFECTIVE DATE

This Amendment #1 to the Agreement shall commence upon the last date of execution of the Parties of this Amendment and shall continue indefinitely unless terminated or amended as provided herein.

Signature page follows.

IN WITNESS WHEREOF, this Amendment #1 to the Agreement is executed by each of the Parties on the dates indicated below:

CITY OF JOHNSON CITY, TEXAS

303 E. Pecan Drive
Johnson City, Texas 78636

Rhonda Stell, Mayor

Date

Attest:

Rick Schroder, City Secretary

Date

**CATHY RIEDEL
MUNICIPAL COURT JUDGE**

Cathy Riedel
State Bar No. 16904200
Address on file

Date

PROFESSIONAL JUDICIAL SERVICES AGREEMENT
between the
City of Johnson City, Texas and Cathy Reidel, Municipal Court Judge

This Professional Judicial Services Agreement ("Agreement") is made and entered into by and between the City of Johnson City, Texas, a Type A general law city ("City") and Cathy Reidel, ("Judge"), individually "Party", collectively the "Parties," as follows:

RECITALS

WHEREAS, the City Council of the City has appointed Cathy Reidel as Municipal Court Judge of the City of Johnson City; and

WHEREAS, the Parties agree that the Judge shall perform the full duties and responsibilities as Municipal Court Judge for the City during the term of office described herein and upon the terms and conditions set forth herein and in accordance with state law.

NOW, THEREFORE, in exchange of the mutual covenants and other valuable consideration contained herein, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are adopted as facts and are incorporated fully herein for all purposes.

SECTION 2. TERM OF OFFICE

- A. **Term of Office.** The term of office shall commence on May 15, 2019, and shall continue through the date of the end of the current mayoral term in May 2021, unless terminated as provided herein.
- B. **Renewal.** At the expiration of the term of office, and on the two-year anniversary thereafter, this Agreement shall automatically renew for a successive two-year term of office unless terminated as provided herein. The renewal term shall begin on the date the previous term of office expires, in accordance with Government Code Section 29.005, as amended, and shall coincide with the current two-year term of the mayor of the City in effect at that time.

SECTION 3. TERMINATION

- A. This Agreement may be terminated:
- (a) at the option of either Party upon 30 days advance written notice to the other Party;
 - (b) at the end of the current term, should the judicial appointment not be renewed by City Council as provided by Government Code Section 29.005, as amended;
 - (c) for failure to perform the judicial services in accordance with this Agreement; or
 - (d) on removal of the Judge from the office:
 - (i) for incompetency, corruption, misconduct, or malfeasance in office by the City Council after notice and hearing in accordance with Local Government Code Section 22.077(a), as amended;

- (ii) for lack of confidence on a two-thirds vote by the City Council in accordance with Local Government Code Section 22.077(b), as amended; or
 - (iii) by the Supreme Court through formal proceedings initiated by the State Commission on Judicial Conduct.
- B. On termination, compensation shall be issued for services performed and reported on the invoice through the date of termination.

SECTION 4. SCOPE OF SERVICES

- A. The Judge shall perform all duties, responsibilities, and obligations of the Office of the Municipal Court Judge as set forth under state and federal law, the Texas Local Government Code, state and federal regulations, municipal ordinances and the Texas Code of Judicial Conduct during the term of office to which appointed.
- B. The Judge shall conduct court sessions at the location, time and days set by the City.
- C. The Judge shall perform on-call magistrate duties for the City as required. These shall be limited to the issuance of arrest warrants requested by the City's police department and processed electronically.
- D. The Judge shall coordinate and work with the Municipal Prosecutor, the Mayor or Chief Administrative Officer, and the Johnson City Chief of Police on procedures and operations of the municipal court.
- E. The Judge shall have no supervisory role over the municipal court clerk and municipal prosecutor except with regard to judicial procedures and operations of the court.
- F. The Judge shall maintain eligibility and the appropriate licenses as may be required to serve in the capacity as municipal court judge. The Judge shall maintain competency as a municipal court judge by completing continuing legal and judicial education as required by state law.

SECTION 5. COMPENSATION; INDEPENDENT CONTRACTOR

- A. The Judge shall be compensated a judicial salary for services performed, including for pretrial matters, court preparation, and court sessions, at a rate of \$750.00 (Seven Hundred Fifty Dollars) monthly.
- B. The Judge shall invoice the City monthly and report the court services performed in that period. The City shall make payment to the Judge within thirty days upon receipt of the invoice.
- C. The Judge shall be responsible and pay for all applicable local, state, federal taxes, including income tax, withholding tax, and social security tax, on compensation received from the City.
- D. The Judge is an independent contractor and is not a City employee or agent of the City.

SECTION 6. MISCELLANEOUS PROVISIONS

- A. **Alternate Judge.** In the event, the Judge is unable to act for any reason, the City Council shall appoint an Alternate Municipal Court Judge to act in the Judge's place until the Judge is able to assume duties.
- B. **Entire Agreement and Amendments.** This Agreement contains the entire agreement of the Parties. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.
- C. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Venue is proper in Blanco County, Texas. In the event of dispute, the Parties agree to mediate in good faith before filing any suit for damages. Each Party shall bear its own litigation costs.
- D. **Severability.** If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement.
- E. **Indemnification.** City agrees to indemnify, save and hold Judge harmless from any and all claims for damages, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against Judge that result from negligent acts or omissions of City, its employees, agents or contractors.
- F. **Assignment.** Judge's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.
- G. **Notice.** All notices shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, to the addresses as indicated in this Agreement. Either Party may change such address from time to time by providing written notice to the other. Notice is deemed to have been received three (3) days after deposit in the U.S. mail.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF or facsimile transmission and shall be given the same force and effect as original signatures.
- I. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- J. **Effective Date and Term.** This Agreement shall commence upon the last date of execution of the Parties of this Agreement and shall continue indefinitely unless terminated as provided herein.

IN WITNESS WHEREOF, this Agreement is executed by each of the Parties on the dates indicated below:

CITY OF JOHNSON CITY, TEXAS

303 E. Pecan Drive
Johnson City, Texas 78636

Rhonda Stell, Mayor

Date

Attest:

Anthony Holland, City Secretary

Date

CATHY REIDEL

Cathy Reidel
State Bar No. 16904200
Address on file

Date

From: Rick Schroder
Sent: Thursday, January 21, 2021 1:50 PM
To: Cathy Riedel; Elizabeth Elleson
Cc: Rhonda Stell

Subject: RE: Municipal Court Judge Position

Received. I will place you on the February 2nd agenda.

From: Cathy Riedel
Sent: Thursday, January 21, 2021 1:30 PM
To: Rick Schroder; Elizabeth Elleson

Subject: Re: Municipal Court Judge Position

Mr. Schroder,

I am in receipt of your email of January 20. My short response is, yes, of course, I will work with anyone to insure the efficient, professional operation of the court. It was my distinct impression, perhaps mistaken, that you were interested in the court operating in a different fashion and with an emphasis different from my own when I emailed you regarding the next judicial term. For example, regarding the issuance of warrants, I understood that you wanted the resumption of the issuance, while I, due to errors that were found in sorting through the case files during the transition to a new court clerk, believed that a more thorough review needed to be taken before resuming. I had hoped we would discuss prior to reaching this point.

I did request that my presentation to the Council in February be postponed in hopes that we would be operating at a more "normal" level by spring. Given your email, I would like the opportunity to address the Council. I would like to inform them about court operations in the age of Covid as well as update them. Further, I really did not properly introduce myself when I was appointed as my mother was in the hospital at that time.

In my year as municipal judge for the City, the Court has faced challenges- first with a difficult transition for the new court clerk and secondly, of course, Covid. I believe that I have only presided over a handful of in person court sessions. I am committed to ensuring that court operation get on track and that the Court operates with strict adherence to the Code of Judicial Conduct.

Please advise if I need to do anything further to get on the docket for February 2nd.

Respectfully,
Cathy Riedel

On Wed, Jan 20, 2021 at 11:59 AM Rick Schroder wrote:

Judge Riedel,

As you are aware, the City Council tabled discussion on your contract revision/renewal on December 8, 2020. On the 9th, I informed you of Council's direction and asked you to work with City Attorney Elizabeth Elleson on finalizing the contract revision/renewal. On December 18th, you submitted a W-9, December's statement, and a memorandum indicating that you would continue to serve as Johnson City's Municipal Court Judge until May 2021, at which time you would "be happy to assist with the transition when the time comes." Your decision to not renew the contract starting June 2021 was surprising to me, and I consequently emailed you on the 19th asking for clarification / understanding. Your reply indicated a desire to ensure that you shared the same vision as City Council with regard to Municipal Court operations.

Since mid-December, I have reviewed Municipal Court operations, visited with Staff, and inquired about other court programs that may be more advantageous to the City than Net Data/GHS. Through this process, I have identified and determined that a local Municipal Court Judge would add value to our current Court operations and would provide the City with increased oversight, availability, and expanded magistrate duties should the need arise. As such, I am prepared to recommend to City Council that the City not renew your existing contract at the end of the contract term on May 31, 2021.

As you are aware, Sections 2 and 3 of the current contract provide the following:

SECTION 2. TERM OF OFFICE

B. Renewal. At the expiration of the term of office, and on the two-year anniversary thereafter, this Agreement shall automatically renew for a successive two-year term of office unless terminated as provided herein. The renewal term shall begin on the date the previous term of office expires, in accordance with Government Code Section 29.005, as amended, and shall coincide with the current two-year term of the mayor of the City in effect at that time.

SECTION 3. TERMINATION

A. This Agreement may be terminated:

- (a) at the option of either Party upon 30 days advance written notice to the other Party;
- (b) at the end of the current term, should the judicial appointment not be renewed by City Council as provided by Government Code Section 29.005, as amended;
- (c) for failure to perform the judicial services in accordance with this Agreement; or
- (d) on removal of the Judge from the office:
 - (i) for incompetency, corruption, misconduct, or malfeasance in office by the City Council after notice and hearing in accordance with Local Government Code Section 22.077(a), as amended;
 - (ii) for lack of confidence on a two-thirds vote by the City Council in accordance with Local Government Code Section 22.077(b), as amended; or

(iii) by the Supreme Court through formal proceedings initiated by the State Commission on Judicial Conduct.

B. On termination, compensation shall be issued for services performed and reported on the invoice through the date of termination.

As you know, my recommendation is just that – a recommendation – and City Council could elect to renew your contract for another two (2) year term. It is my hope, however, that you understand my positions noted above and will work with me to foster an efficient and effective transition from you to a subsequent Judge.

Please advise.

From: Rick Schroder
Sent: Saturday, December 19, 2020 12:10 PM
To: Cathy Riedel

Subject: RE:

Judge,

Is there a particular reason you are deciding to leave in May 2021? I thought we had agreed to revise the contract, increase fee to \$1200, which Council is agreeable to, and have you on long term. Please advise?

From: Rick Schroder
Sent: Wednesday, December 9, 2020 2:36 PM
To: Cathy Riedel
Cc: Patricia Mikla; Elizabeth Elleson

Subject: Contract

Judge Riedel,

The City Council tabled discussion on your revised contract for judicial services last night until the subsequent meeting. They are amenable to the \$1,200 per month fee.

I have attached the prior contract in word format and cc'd City Attorney Elizabeth Elleson. Can both of y'all work on this contract so that we can place on the January 2021 City Council meeting next month?

December 18, 2020

RE: Submission of W-9 and Statement for December Judicial Services

Rick A. Schroder
Chief Administrative Officer/City Secretary
Johnson City, Texas

Dear Mr. Schroder;

Attached please find a copy of my W-9 and a statement for December judicial services. I to agree to continue my service as the Johnson City municipal judge through May 2021 and will be happy to assist with the transition when the time comes. Liz will be getting a copy of the contract to me or its addendum, after Christmas I assume.

With regards,

Cathy Riedel

December 18, 2020

RE: Statement for December Judicial Services

JUDICIAL SERVICES December 2020.....\$1,200

Please remit to : Cathy Riedel



STATE BAR of TEXAS

**MS. CATHLEEN R. 'CATHY' RIEDEL**

■ Not Eligible to Practice in Texas (click for detail)

Bar Card Number: 16904200**TX License Date:** 11/12/1979**Primary Practice Location:**

PO Box 1968

Liberty Hill, TX 78642-1968

CONTACT INFORMATION**Tel:** 512-635-0671 ☎**Practice Areas:** None Reported By Attorney**Statutory Profile Last Certified On:** 06/08/2020**PRACTICE INFORMATION****Firm:** None Reported By Attorney**Firm Size:** Solo**Occupation:** Full-Time Judge**Practice Areas:** None Reported By Attorney**Services Provided:**

Deaf/Hard of Hearing Translation: Not Specified

ADA-accessible client service: Not Specified

Language translation: Not Specified

Fee Options Provided: ⓘ

None Reported By Attorney

Please note: Not all payment options are available for all cases, and any payment arrangement must be agreed upon by the attorney and his/her client. The State Bar of Texas is not responsible for payment arrangements between an attorney and his/her client.

Foreign Language Assistance:

None Reported By Attorney

LAW SCHOOL**School****Degree earned**

St. Mary's University

Graduation Date: 08/1977

COURTS OF ADMITTANCE**Federal:**

None Reported By Attorney

Other Courts:

None Reported By Attorney

Other States Licensed:

Kansas

Please note: This information is self-reported by Texas attorneys. Current license or admittance status can only be certified by the appropriate court or licensing entity.

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AGREE

PUBLIC DISCIPLINARY HISTORY**State of Texas**

No Public Disciplinary History

Other States

None Reported By Attorney

Sanctions that indicate a judgment is on appeal are still in effect but are not final and subject to change. To request a copy of a disciplinary judgment that is not available online or for more information about a specific disciplinary sanction listed above, please contact the Office of the chief Disciplinary Counsel at (877) 953-5535.

The Texas Attorney Profile provides basic information about Attorneys licensed to practice in Texas. Attorney profile information is provided as a public service by the State Bar of Texas as outlined in Section 81.115 of the Texas Government Code. The information contained herein is provided "as is" with no warranty of any kind, express or implied. Neither the State Bar of Texas, nor its Board of Directors, nor any employee thereof may be held responsible for the accuracy of the data. Much of the information has been provided by the attorney and is required to be reviewed and updated by the attorney annually. The information noted with an asterisk (*) is provided by the State Bar of Texas. Access to this site is authorized for public use only. Any unauthorized use of this system is subject to both civil and criminal penalties. This does not constitute a certified lawyer referral service.

CITY OF JOHNSON CITY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSON CITY, TEXAS APPOINTING THOMAS H. WALSTON AS MUNICIPAL COURT JUDGE EFFECTIVE MAY 1, 2021; APPROVING A PROFESSIONAL JUDICIAL SERVICES AGREEMENT BETWEEN THE CITY OF JOHNSON CITY, TEXAS AND THOMAS H. WALSTON; PROVIDING FOR COMPENSATION FOR SAID JUDICIAL SERVICES IN THE MONTHLY AMOUNT OF TWELVE HUNDRED DOLLARS AND NO CENTS (\$1,200.00); AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City Council of the City of Johnson City, Texas desires to appoint Thomas H. Walston as Municipal Court Judge of the City of Johnson City effective May 1, 2021; and

WHEREAS, the City Council desires to enter into a Professional Judicial Services Agreement (“Agreement”) between the City and Thomas H. Walston regarding the performance and duration of judicial services offered to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Johnson City:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby appoints Thomas H. Walston as Municipal Court Judge effective May 1, 2021.
3. The City Council hereby approves a Professional Judicial Services Agreement between the City of Johnson City and Thomas H. Walston, attached hereto as Exhibit A and incorporated fully herein for all intents and purposes.
4. The City Council authorizes the Mayor of the City to execute the Agreement on behalf of the City.
5. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this, the _____ day of _____, 2021, by a majority vote of the City Council of Johnson City, Texas.

CITY OF JOHNSON CITY, TEXAS

Rhonda Stell, Mayor

Attest:

Rick Schroder
Chief Administrative Officer and City Secretary

EXHIBIT A

PROFESSIONAL JUDICIAL SERVICES AGREEMENT
between the
City of Johnson City, Texas and Thomas H. Walston

This Professional Judicial Services Agreement ("Agreement") is made and entered into by and between the City of Johnson City, Texas, a Type A general law city ("City") and Thomas H. Walston, ("Judge"), individually "Party", collectively the "Parties," as follows:

RECITALS

WHEREAS, the City Council of the City has appointed Thomas H. Walston as Municipal Court Judge of the City of Johnson City; and

WHEREAS, the Parties agree that the Judge shall perform the full duties and responsibilities as Municipal Court Judge for the City during the term of office described herein and upon the terms and conditions set forth herein and in accordance with State law.

NOW, THEREFORE, in exchange of the mutual covenants and other valuable consideration contained herein, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are adopted as facts and are incorporated fully herein for all purposes.

SECTION 2. TERM OF OFFICE

A. **Term of Office.** The term of office shall commence on May 1, 2021 and shall continue through the date of the end of the current mayoral term in May 2023, unless terminated as provided herein.

B. **Renewal.** At the expiration of the term of office, and on the two-year anniversary thereafter, this Agreement shall automatically renew for a successive two-year term of office unless terminated as provided herein. The renewal term shall begin on the date the previous term of office expires, in accordance with Government Code Section 29.005, as amended, and shall coincide with the current two-year term of the Mayor of the City in effect at that time.

SECTION 3. TERMINATION

A. This Agreement may be terminated:

1. at the option of the Judge upon 30 days advance written notice to the City;
2. at the end of the current term, should the judicial appointment not be renewed by City Council as provided by Government Code Section 29.005, as amended;
3. for failure to perform the judicial services in accordance with this Agreement; or
4. on removal of the Judge from the office:
 - (i) for incompetency, corruption, misconduct, or malfeasance in office by the City Council after notice and hearing in accordance with Local Government Code Section 22.077(a), as amended;

- (ii) for lack of confidence on a two-thirds vote by the City Council in accordance with Local Government Code Section 22.077(b), as amended; or
- (iii) by the Supreme Court through formal proceedings initiated by the State Commission on Judicial Conduct.

B. On termination, compensation shall be issued for services performed and reported on the invoice through the date of termination.

SECTION 4. SCOPE OF SERVICES

A. The Judge shall perform all duties, responsibilities, and obligations of the Office of the Municipal Court Judge as set forth under State and Federal law, the Texas Local Government Code, State and Federal regulations, Municipal ordinances and the Texas Code of Judicial Conduct during the term of office to which appointed.

B. The Judge shall conduct Court sessions at the location, time and days set by the City.

C. The Judge shall perform on-call magistrate duties for the City as required. These shall be limited to the issuance of arrest warrants requested by the City's Police Department and processed electronically.

D. The Judge shall coordinate and work with the Municipal Prosecutor, the Mayor, Chief Administrative Officer, and the Johnson City Chief of Police on procedures and operations of the Municipal Court.

E. The Judge shall have no supervisory role over the Municipal Court Clerk and Municipal Prosecutor except regarding judicial procedures and operations of the Court.

F. The Judge shall maintain eligibility and the appropriate licenses as may be required to serve in the capacity as Municipal Court Judge. The Judge shall maintain competency as a Municipal Court Judge by completing continuing legal and judicial education as required by State law.

SECTION 5. COMPENSATION; INDEPENDENT CONTRACTOR

A. The Judge shall be compensated for Municipal Court services performed, including pretrial matters, Court preparation, Court sessions, and magistrate duties at a flat fee of \$1,200.00 (Twelve Hundred Dollars) per month.

B. The Judge shall invoice the City monthly and report the Court services performed in that period. The City shall make payment to the Judge within thirty days upon receipt of the invoice.

C. The Judge shall be responsible and pay for all applicable local, State, Federal taxes, including income tax, withholding tax, and social security tax, on compensation received from the City.

D. The Judge is an independent contractor and is not a City employee or agent of the City.

SECTION 6. MISCELLANEOUS PROVISIONS

- A. **Alternate Judge.** In the event, the Judge is unable to act for any reason, the City Council shall appoint an Alternate Municipal Court Judge to act in the Judge's place until the Judge is able to assume duties.
- B. **Entire Agreement and Amendments.** This Agreement contains the entire agreement of the Parties. No agreements, amendments, modifications, implied or otherwise, shall be binding on any of the Parties unless set forth in writing and signed by both Parties.
- C. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Venue is proper in Blanco County, Texas. In the event of dispute, the Parties agree to mediate in good faith before filing any suit for damages. Each Party shall bear its own litigation costs.
- D. **Severability.** If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement.
- E. **Indemnification.** City agrees to indemnify, save and hold Judge harmless from any and all claims for damages, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against Judge that result from negligent acts or omissions of City, its employees, agents or contractors.
- F. **Assignment.** Judge's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.
- G. **Notice.** All notices shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, to the addresses as indicated in this Agreement. Either Party may change such address from time to time by providing written notice to the other. Notice is deemed to have been received three (3) days after deposit in the U.S. mail.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF, or facsimile transmission and shall be given the same force and effect as original signatures.
- I. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that Party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- J. **Effective Date and Term.** This Agreement shall commence on May 1, 2021 and shall continue indefinitely unless terminated as provided herein.

IN WITNESS WHEREOF, this Agreement is executed by each of the Parties on the dates indicated below:

CITY OF JOHNSON CITY, TEXAS
303 E. Pecan Drive, Johnson City, Texas 78636

Rhonda Stell, Mayor

Date

Attest:

Rick Schroder, CAO/City Secretary

Date

THOMAS H. WALSTON

Thomas H. Waslton
State Bar No. 20810925
Address on file

Date

Thomas H. Walston
P.O. Box 905 Johnson City, Texas 78636

EDUCATION:

Texas Tech University School of Law	J.D., <i>summa cum laude</i>	1980
Order of the Coif (Legal Scholastic Honor Society)		
Editor-in-Chief, Texas Tech Law Review (1979-1980)		
George H. and Sarah Dupree Award – Selected by graduating class as the graduating senior with the character most desired in one entering the legal profession.		
Texas A&M University	B.A. (History)	1973
Governor’s Executive Development Program, Class XXXII,		2013
University of Texas – LBJ School of Public Affairs		

LEGAL LICENSURE / OTHER:

State of Texas, Attorney
United States Supreme Court
Life Fellow, Texas Bar Foundation
Board Certified, Civil Appellate Law, Texas Board of Legal Specialization (1998-2003)
Mediator Training – A.A. White Dispute Resolution Institute (Houston)

EXPERIENCE:

State Office of Administrative Hearings (SOAH), Austin	1998-2017
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Deputy Chief for Hearings (September 2016 - April 2017)

Assisted new Chief Administrative Law Judge in her transition from Office of Attorney General to SOAH.

Responsible for all aspects of accomplishing SOAH’s mission to conduct fair and impartial hearings and to provide alternative dispute resolution services. This included leading and managing all of SOAH’s administrative law judges (ALJs), ALJ team leaders, legal assistants, docketing personnel, and administrative assistants, both for SOAH’s home office in Austin and for the seven field offices around the state.

General Counsel (June 2012-November 2016)

Worked closely with Chief Administrative Law Judges in all aspects of leading and managing SOAH. Supervision of all ALJs; recruit and hire ALJs; provide legal advice to the Chief ALJ; Public Information Officer; oversee litigation involving SOAH; manage interagency contracts; worked closely with Chief ALJ, CFO, Human Resources Director, IR Manager, and ALJ Team Leaders; respond to inquiries from legislators, other agencies, and the public; appear before legislative committees; prepare fiscal notes for proposed legislation affecting SOAH; and all other activities needed to lead and manage SOAH. Helped lead SOAH through Sunset review, 2014-2015.

(Note – served as both General Counsel and Deputy Chief for Hearings September 2016 – November 2016.)

Administrative Law Judge and Mediator (June 1998 - June 2012)

Master Administrative Law Judge; Assistant Team Leader, Natural Resources Team

Issued approximately 300 general-docket decisions or proposals for decision (PFDs) for numerous Texas agencies, including the Public Utility Commission, the Texas Commission on Environmental Quality, the Texas Medical Board, and others.

Issued approximately 800 decisions in Department of Public Safety driver license suspension hearings.

Served as mediator in approximately 25 cases

Keith & Weber, Johnson City

1994-1998

Shareholder in a three-attorney firm with a statewide commercial litigation practice

Handled civil trials and appeals for individuals and businesses

Statewide co-counsel for Bristol Myers Squibb concerning excess insurance coverage for liability claims

Mehaffy & Weber, Beaumont

1980-1994

Shareholder in a thirty-attorney firm with a commercial, governmental, and personal injury defense litigation practice

Assisted in management of the firm as Associate-Attorney Manager and member of the Management Committee and Compensation Committee

Lead attorney in approximately 30 jury and non-jury trials in state and federal courts

Prepared briefs and argued appeals before state and federal appellate courts

Clients included DuPont, General Electric, Lone Star Gas, Southern Union Gas, Southern Pacific Railroad, insurance companies, and others

United States Army

1973-1977

Commissioned as an Army 2nd Lieutenant upon graduation from Texas A&M University

Leadership Award, Quartermaster Officer Basic Course

First Armored Division, Nurnberg, Germany (1974-1977)

Led petroleum section to provide diesel fuel, jet fuel, and gasoline to the First Armored Division, both while at base and during field maneuvers

Executive Officer, A Company, 501st S&T Battalion

S-4 (Logistics) Staff Officer, 501st S&T Battalion

Army Commendation Medal, National Defense Ribbon, Parachutist Badge (Airborne)

Honorable Discharge

COMMUNITY INVOLVEMENT:

Johnson City ISD, Board of Trustees (Vice-President) 1995-2007

Oversaw the management of Johnson City ISD with other members of the Board

Search and hiring of two superintendents and five principals

Passage of bond issue for new high school and improvement of other facilities

Improvement of academics

Maintained property taxes among the lowest levels in central Texas

Boy Scouts of America, Capitol Area Council 1995-2003

Organized and led Cub Scout Pack 296 and Boy Scout Troop 296 in Johnson City

Cubmaster, Scoutmaster, Committee Chairman, and other positions

Little League Baseball, Beaumont and Johnson City 1986-1998

Coached boys' baseball and girls' softball and served as a director for the Beaumont West End

Little League and for the Johnson City Little League

Meals on Wheels and More, Austin 1998-2017

Volunteer driver

Deliver meals and other items to needy and disabled persons in east Austin

First United Methodist Church, Johnson City 1994-present

Served in various positions, including Lay Leader, Finance Committee Chairman, and others

Walk-to-Emmaus pilgrim, speaker, and lay leader

PERSONAL

Married to Marilyn Walston

Four adult children, Cliff, Lindsay, Reid, and Ty

Excellent health

From: Tom Walston
Sent: Thursday, January 14, 2021 9:24 AM
To: Rick Schroder <rschroder@johnsoncitytx.org>
Cc: Rhonda Stell <rstell@johnsoncitytx.org>
Subject: Re: Municipal Court Judge

Rick,

I enjoyed meeting you yesterday.

I am still interested in the municipal judge position, and a \$1,200 per month fee is fine. I am also flexible on a start date; anytime between now and May will work. Just let me know after you talk with Ms. Reidel.

I do not have any proposed changes to the contract other than the monthly fee.

I look forward to working with the City.

Thanks,
Tom Walston

On Mon, Jan 11, 2021 at 1:55 PM Tom Walston wrote:

Sounds good. Will see you then.

Sent from my iPhone

On Jan 11, 2021, at 1:10 PM, Rick Schroder <rschroder@johnsoncitytx.org> wrote:

Ok, lets shoot for Wednesday afternoon at 2 p.m.

<image002.png>

OPEN MEETINGS ACT NOTICE: In order to not violate the Texas Open Meetings Act, City Councilpersons and members of other Johnson City boards and / or commissions shall not "reply all" to this e-mail message. Please reply only to the original sender of this e-mail message.

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Tom Walston
Sent: Monday, January 11, 2021 1:06 PM
To: Rick Schroder <rschroder@johnsoncitytx.org>
Cc: Rhonda Stell <rstell@johnsoncitytx.org>
Subject: Re: Municipal Court Judge

Yes, anytime Wednesday afternoon works for me.

Tom

Sent from my iPhone

On Jan 11, 2021, at 11:59 AM, Rick Schroder <rschroder@johnsoncitytx.org> wrote:

Mr. Walston,

Would you be able to meet with Mayor Stell and me on Wednesday afternoon? She will be here working on another project at that time, and she is cc'd onto this email.

Please advise.

Best,

<image003.png>

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From: Tom Walston
Sent: Monday, January 11, 2021 9:12 AM
To: Rick Schroder <rschroder@johnsoncitytx.org>
Subject: Re: Municipal Court Judge

Rick,

After giving it some thought, I am interested in pursuing the municipal judge position. I have attached a copy of my resume.

If you have some time this week, I would like to meet with you to discuss the position. Either in person or by telephone, if there is a concern about COVID.

Thanks,
Tom Walston

On Thu, Jan 7, 2021 at 3:31 PM Tom Walston wrote:

Thank you Rick. I will take a look at it and get back to you soon.

Tom Walston

On Thu, Jan 7, 2021 at 1:49 PM Rick Schroder <rschroder@johnsoncitytx.org> wrote:

Mr. Walston,

I hope this email finds you well.

As you may know, I have discussed your possible interest in our Municipal Court Judge position with your daughter-in-law Whitney Walston. Having someone with your experience would be, in my opinion, beneficial to the City. Your location in Johnson City is a plus, as well!

I have attached a copy of our current contract for your review. Please advise if you are still interested in pursuing this position and, if so, please provide a statement of interest and your credentials.

Best,

<image002.png>

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STATE BAR of TEXAS

**MR. THOMAS H. 'THOMAS' WALSTON**

● Eligible to Practice in Texas

Bar Card Number: 20810925

TX License Date: 11/24/1980

Primary Practice Location: Johnson City , Texas

P.O. Box 905

Johnson City, TX 78636

CONTACT INFORMATION

Tel: 512-627-6017 📞

Practice Areas: Administrative and Public, Wills-Trusts-Probate

Statutory Profile Last Certified On: 08/07/2020

PRACTICE INFORMATION

Firm: None Reported By Attorney

Firm Size: 41 to 60

Occupation: Retired

Practice Areas: Administrative and Public, Wills-Trusts-Probate

Services Provided:

Deaf/Hard of Hearing Translation: Not Specified

ADA-accessible client service: Not Specified

Language translation: Not Specified

Fee Options Provided: ?

None Reported By Attorney

Please note: Not all payment options are available for all cases, and any payment arrangement must be agreed upon by the attorney and his/her client. The State Bar of Texas is not responsible for payment arrangements between an attorney and his/her client.

Foreign Language Assistance:

None Reported By Attorney

COURTS OF ADMITTANCE**Federal:**

US Supreme Court

Other Courts:

None Reported By Attorney

Other States Licensed:

None Reported By Attorney

Please note: This information is self-reported by Texas attorneys. Current license or admittance status can only be certified by the appropriate court or licensing entity.

LAW SCHOOL**School****Degree earned**

Texas Tech University

Graduation Date: 05/1980

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AGREE

PUBLIC DISCIPLINARY HISTORY**State of Texas**

No Public Disciplinary History

Other States

None Reported By Attorney

Sanctions that indicate a judgment is on appeal are still in effect but are not final and subject to change. To request a copy of a disciplinary judgment that is not available online or for more information about a specific disciplinary sanction listed above, please contact the Office of the chief Disciplinary Counsel at (877) 953-5535.

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

S. Whitney Walston

2 Office Held

Deputy City Secretary

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

Thomas H. Walston

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

Father in Law

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Gifts exceeded \$100 in the last 12-month period. Gifts for holidays and birthdays of self and family members.

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer**Please complete either option below:****(1) Affidavit**

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn DeclarationMy name is S. Whitney Walston, and my date of birth is [REDACTED].My address is PO Box 1642 (street), Johnson City (city), Tx (state), 78636 (zip code), USA (country).Executed in Blanco County, State of Texas, on the 29 day of January, 2021.
(month) (year)_____
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.