



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

**ITEM NO. 4**

**MEETING DATE:** February 12, 2021

**AGENDA PLACEMENT:**

- Ceremonial
- Consent
- Individual
- Closed Session

**CAPTION:**

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 February 13, 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.

**EXECUTIVE SUMMARY:**

Municipal Court Judge Cathy Riedel resigned effective immediately on February 3, 2021.

In the CAO/City Secretary's opinion, Municipal Court requires an increased level of attentiveness and oversight by the Municipal Court Judge, and he has identified a seasoned, local resident that could fill this position effective immediately.

**FINANCIAL:**

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

**ATTACHMENTS:**

- Resolution and Agreement – Thomas Walston; and
- Resume – Thomas Walston.

**SUGGESTED ACTION:**

Motion to approve a Resolution of the City Council of the City of Johnson City, Texas appointing Thomas H. Walston as Municipal Court Judge effective February 13, 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.

**PREPARED BY:** CAO/City Secretary Rick Schroder

**DATE SUBMITTED:** 2/9/21

**From:** Cathy Riedel

**Sent:** Wednesday, February 3, 2021 12:06 PM

**To:** Elizabeth Elleson; Rick Schroder <rschroder@johnsoncitytx.org>; Rhonda Stell <rstell@johnsoncitytx.org>; Teresa Babb <tbabb@johnsoncitytx.org>; Gayla Guthrie <gguthrie@johnsoncitytx.org>; Shelton Coleman <scoleman@johnsoncitytx.org>; Clayton Young <cyoung@johnsoncitytx.org>; Pat Dildine <pdildine@johnsoncitytx.org>

**Subject:** Resignation

Mayor and Council,

I am submitting my resignation as municipal court judge. The contract references a 30-day notice provision, however, I am willing and prefer to make this resignation immediate. I believe in view of last night's discussion that it would be in the City's best interest to immediately transition to a new court administration.

It's been a pleasure working for Johnson City and wish you the best. Please let me know if there is anything I can do to assist in the transition.

Cathy Riedel

**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 FEBRUARY 13, 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 February 13, 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 February 13, 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 12<sup>th</sup> day of February 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 February 13, 2021 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:

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 February 13, 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**  
**thwalston@gmail.com**  
**P.O. Box 905 Johnson City, Texas 78636**  
**512-627-6017**

**EDUCATION:**

---

<b>Texas Tech University School of Law</b>	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.		
<b>Texas A&amp;M University</b>	B.A. (History)	1973
<b>Governor’s Executive Development Program, Class XXXII,</b>		2013
<b>University of Texas – LBJ School of Public Affairs</b>		

**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:**

---

<b>State Office of Administrative Hearings (SOAH), Austin</b>	1998-2017
<b>Deputy Chief for Hearings (September 2016 - April 2017)</b>	
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, 501<sup>st</sup> S&T Battalion

S-4 (Logistics) Staff Officer, 501<sup>st</sup> 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

# 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 Declaration**

My name is S. Whitney Walston, and my date of birth is 05/08/1987.

My address is PO Box 1642, Johnson City, TX 78636 USA.

Executed in Blanco County, State of Texas, on the 29 day of January, 20 21.

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)