

## ORDINANCE NO. 2025-29

### APPOINTMENT OF ASSOCIATE MUNICIPAL JUDGE

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE APPOINTMENT OF JAY CABALLERO AS ASSOCIATE MUNICIPAL JUDGE OF THE CITY OF BASTROP MUNICIPAL COURT; TO COMPLETE AN UNEXPIRED TERM ENDING ON JUNE 19, 2025; AND REAPPOINTING SAID JUDGE FOR AN ADDITIONAL 2-YEAR TERM EFFECTIVE JUNE 20, 2025; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS,** the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; 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,** Chapter 7 of the Bastrop City Code of Ordinances references a 2-year term, required qualifications and process for appointment of Municipal Judge and Associate Municipal Judge; and

**WHEREAS,** Section 7.01.003 of the Bastrop City Code of Ordinances states if a vacancy occurs in the office of municipal judge, the City Council shall adopt an ordinance appointing a qualified person to fill the office for the remainder of the unexpired term; and

**WHEREAS,** in accordance with Section 7.01.003 of the Bastrop City Code, the City Council has determined that it is in the best interest of the City of Bastrop and to ensure orderly operation of the City of Bastrop Municipal Court to appoint Jay Caballero, to fill the Associate Municipal Judge unexpired term ending on June 19, 2025 and reappointing said Associate Judge to an additional 2-year term, effective June 20, 2025; and

**WHEREAS,** the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

- Section 1.** The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** The City Council hereby appoints, under the authority of §5.02 of the City of Bastrop Home Rule Charter and Chapter 7 of the Bastrop Code of Ordinances, Jay Caballero, as Associate Municipal Judge, to complete the unexpired term ending June 19, 2025, and reappointing said Associate Judge to an additional 2-year term, effective June 20, 2025; and
- Section 3.** The City Council of Bastrop authorizes the City Manager to execute a contract for Associate Municipal Judge services between the City of Bastrop and Jay Caballero, as well as all other necessary documents related to this contract (attached and incorporated herein as Exhibit A); and
- Section 4.** Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.
- Section 5.** Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.
- Section 6.** Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.
- Section 7.** Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the 4th day of March 2025.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 11th day of March 2025.

**APPROVED:**

by:

John Kirkland  
John Kirkland, Mayor Pro-Tem

**ATTEST:**

Victoria Psencik  
Victoria Psencik, Assistant City Secretary

**APPROVED AS TO FORM:**

Van O'Neil  
City Attorney



STATE OF TEXAS  
COUNTY OF BASTROP

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§

**AGREEMENT BETWEEN THE CITY OF BASTROP  
AND  
JAY CABALLERO**

This agreement is effective the 11th day of March 2025, between the City of Bastrop, acting through its duly elected City Council of the City of Bastrop and Jay Caballero (Associate Judge).

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 Jay Caballero, as Associate Municipal Court Judge (Associate 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:

**1. TERM**

- 1.1 The term of this Agreement shall be for two months, ending June 19, 2025, to complete the portion of such unexpired term as remains at the time of this appointment, and thereafter, an initial two-year term, effective June 20, 2025, 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 Jay Caballero, for the express purpose of serving the City of Bastrop, Texas, as the City's Associate Municipal Court Judge.
- 2.2 Associate Judge Caballero shall perform all duties of the Associate 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 levy fines 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 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.
- 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 Associate Judge Caballero agrees to provide prompt, courteous, efficient, and professional services in the performance of his duties.
- 2.7 Associate Judge Caballero shall deal with the administrative services of Municipal Court solely through the Presiding Judge, Municipal Court Clerk or the City Manager.
- 2.8 Associate Judge Caballero shall meet with the Presiding Judge, City Attorney, City Manager, Director of Development Services, 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 Associate Judge Caballero shall be deemed an independent contractor of the City.
- 3.2 The City agrees to pay Associate Judge Caballero the following: \$80.42 per hour. Such payment shall be a minimum of one (1) hour for the first hour or less, with additional time being paid on a quarter-hour basis. The City agrees to pay Associate Judge Caballero within 15 business days of receiving an invoice for services received.
- 3.3 Associate Judge Caballero 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 Associate Caballero a daily rate of \$400 and his travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judges training, up to a maximum of three (3) days annually. Associate Judge Caballero is required to attend the TMCEC judges training each year during the term of this contract.

### 4. TERMINATION

- 4.1 Associate Judge Caballero may terminate this Agreement at any time, with or without notice.
- 4.2 The City may terminate Associate Judge Caballero at any time without cause, and without notice, as allowed by law.
- 4.3 Associate Judge Caballero shall waive all claims for compensation if not claimed within thirty (30) days from 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.

**CITY OF BASTROP, TEXAS**

BY:   
Sylvia Carrillo, City Manager

BY:   
Jay Caballero (Mar 12, 2025 14:19 CDT)  
Jay Caballero, Associate Municipal Court Judge

ATTEST:   
Victoria Psencik, City Secretary