

TOWN OF ADDISON, TEXAS

ORDINANCE NO. 010-047

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, RE-APPOINTING ALBERT B. FENTON AS ALTERNATE MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING A COMPENSATION AGREEMENT WITH ALBERT D. FENTON TO PERFORM SERVICES AS AN ALTERNATE MUNICIPAL JUDGE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison has determined that an alternate Municipal Judge of Addison Municipal Court of Record No. 1 is necessary to perform certain judicial functions in the Town of Addison; and

WHEREAS, the City Council of the Town of Addison has determined that Albert B. Fenton should be re-appointed as presiding Municipal Judge of Addison Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that a compensation agreement should be entered into with Albert B. Fenton to perform services as an alternate Municipal Judge of Addison Municipal Court of Record No. 1.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

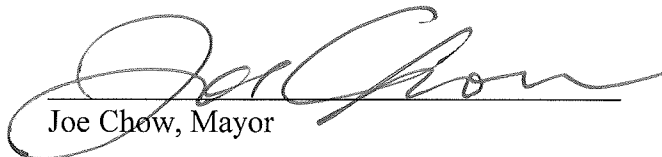
Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Appointment. The City Council of Addison hereby re-appoints Albert B. Fenton as alternate Municipal Judge of Addison Municipal Court of Record No. 1 to serve for a two-year term, which term shall begin on December 15, 2010 and shall end on December 31, 2012. Albert B. Fenton may not serve beyond the said term except upon the express authorization of the City Council, and this provision shall control over any law, rule, or regulation in conflict herewith.

Section 3. Authorization to Execute. The Compensation Agreement by and between the City and Albert b. Fenton regarding Albert B. Fenton's service as an alternate Municipal Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the said Compensation Agreement on behalf of the City.

Section 4. Effective Date. This Ordinance shall take effect from and after its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this 23rd day of November, 2010.


Joe Chow, Mayor

ATTEST:

By: 
Lea Dunn, City Secretary

APPROVED AS TO FORM:

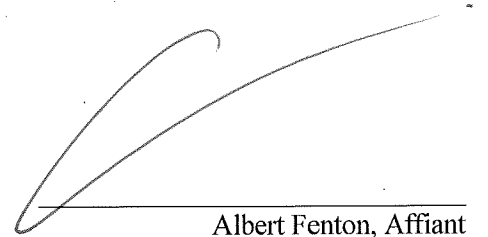
By: 
John Hill, City Attorney

IN THE NAME AND BY THE AUTHORITY OF

THE STATE OF TEXAS

Oath of Office

I, Albert Fenton, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Associate Judge Addison Municipal Court of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and the laws of the United States and of this State, so help me God.



Albert Fenton, Affiant
Associate Judge Municipal Court
Town of Addison

Sworn to and subscribed before me by affiant on this 23rd day of November, 2010.



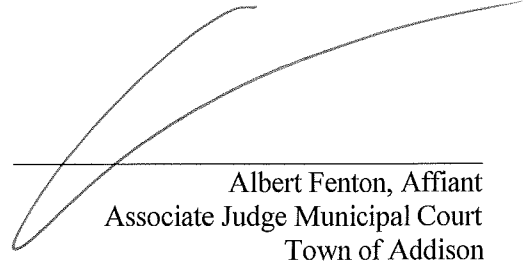
Lea Dunn, Deputy City Manager and City Secretary

THE STATE OF TEXAS

Statement of Appointed Officer

(Please type or print legibly)

I, Albert Fenton, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment, as a reward to secure my appointment or confirmation thereof, so help me God.



Albert Fenton, Affiant
Associate Judge Municipal Court
Town of Addison

Sworn to and subscribed before me by affiant on this 23rd day of November, 2010.



Lea Dunn, Deputy City Manager/ City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as "City") and ALBERT B. FENTON (hereinafter referred to as "Fenton").

I.

The City does hereby appoint, Fenton as Alternate Judge of Addison Municipal Court of Record No. 1 for a term of two (2) years. Said term shall commence on December 15, 2010 and will expire December 31, 2012.

II.

As Alternate City Judge, Fenton shall perform such functions as arraignment of prisoners and any other functions requested of him to assist the Municipal Judge. Fenton is employed on an on-call basis and is expected to be reasonably available to perform his role as Alternate Judge as requested by the City. Fenton is required to provide his own robe. Fenton is further required to spend a reasonable amount of time participating in judicial continuing legal education programs so as to enhance his abilities to perform as Alternate City Judge and to enhance the stature of such office.

III.

In consideration for such services, Fenton shall receive:

1. compensation of One Hundred and No/100 Dollars (\$100.00) per hour, with a minimum of one hour's compensation to be paid to Fenton per sitting in his judicial capacity; and
2. the City's obligations are funded from current funds.

IV.

The City makes no warranties or representations as to the amount of work Fenton will receive under this Agreement.

V.

Fenton may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability. Fenton shall be required to provide thirty (30) days' notice of resignation.

VI.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The obligations and requirements of the parties hereto are performable in Dallas County, and exclusive venue for any dispute relating to this Agreement shall be in Dallas County.

VII.

The Parties further agree that Fenton may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VIII.

This Agreement is executed on behalf of the City by the City Manager or his designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

IX.

This instrument shall be the entire agreement and understanding between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the 23rd day of November, 2010, in Addison, Dallas County, Texas.


ALBERT B. FENTON

THE TOWN OF ADDISON, TEXAS

By: 
Ron Whitehead, City Manager