

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON APPROVING AN AMENDED COMPENSATION AGREEMENT SETTING THE COMPENSATION AND TERMS FOR THE PRESIDING JUDGE, TYLER ATKINSON WITH AN EFFECTIVE DATE OF AUGUST 19, 2025 AND ENDING DATE OF SEPTEMBER 30, 2026; TO ALLOW FOR INCREASES TO BASE SALARY AND OTHER FINANCIAL AND NON-FINANCIAL COMPONENTS OF COMPENSATION WITHOUT FURTHER AMENDMENT OR RENEWAL OF SAID AGREEMENT; TO ALLOW PAYMENT TO EMPLOYEE IN LIEU OF UNUSED, ACCRUED SICK LEAVE FOR UP TO SEVEN (7) DAYS PER YEAR; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 27, 2023, the City Council approved a Fourth Amended Compensation Agreement with Tyler Atkinson as the Presiding Municipal Judge for the City of Denton by Ordinance No. 23-1137 with the terms and conditions of his appointment; and

WHEREAS, on September 17, 2024, the City Council approved an amended Employment Agreement with the Presiding Municipal Judge in Ordinance No. 24-1775; and

WHEREAS, the City Council desires to amend Section 3 entitled Compensation to allow for increases to base salary and other financial and non-financial components of compensation to be determined annually without requiring amendment or renewal of the Agreement; and

WHEREAS, the City Council desires to amend Section 5 entitled Compensation of the Original Agreement to allow payment in lieu of unused, accrued sick leave up to seven (7) days per year beginning fiscal year 2025-2026; and

WHEREAS, the City Council finds that approval of the Compensation Agreement, which is attached hereto and incorporated by reference, is in the best interest of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals and findings contained in the preamble of this ordinance are incorporated into the body of this ordinance.

SECTION 2. The City Council hereby approves a “Compensation Agreement” with the Municipal Court Presiding Judge Tyler Atkinson to commence on August 19, 2025, and expire at 11:59p.m. on September 30, 2026, said agreement attached hereto and incorporated herein by reference, and authorizes the Mayor to execute the Amendment.

SECTION 3. The City expenditures provided for in this Agreement are hereby authorized.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by [ \_\_\_\_\_ ] and seconded by [ \_\_\_\_\_ ].

This Ordinance was passed and approved by the following vote [ \_\_ – \_\_ – \_\_ ]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: **Susan Keller**  
Digitally signed by Susan Keller  
Date: 2025.08.14 03:07:46 -05'00'

STATE OF TEXAS           §  
COUNTY OF DENTON    §

**MUNICIPAL COURT PRESIDING JUDGE COMPENSATION AGREEMENT**

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This Compensation Agreement (“Agreement”), is made and entered into this 19th day of August, 2025 by and between the City of Denton, Texas, a Texas municipal corporation, hereinafter called “City,” and Tyler Atkinson, Denton Municipal Court Presiding Judge, (hereinafter called (“Appointee” or “Presiding Judge”) and each agree as follows:

WHEREAS, on July 13, 2020, the City Council appointed, and approved an agreement for compensation, including benefits (“Agreement”) with, Tyler Atkinson as the Presiding Municipal Court Judge of the City of Denton by Ordinance No. 20-1253; and

WHEREAS, on November 10, 2020, the City Council approved a First Amended Agreement to provide additional compensation for after-hours warrant service in Ordinance No. 20-2310; and

WHEREAS, on August 17, 2021, the City Council approved a Second Amended Employment Agreement (“Second Agreement”) with Tyler Atkinson as the Presiding Municipal Judge of the City of Denton by Ordinance No. 21-1781; and

WHEREAS, on November 15, 2022, the City Council approved a Third Amended Compensation Agreement (“Third Agreement”) with Tyler Atkinson as the Presiding Municipal Judge of the City of Denton by Ordinance No. 22-2008; and

WHEREAS, on June 27, 2023, the City Council and the Presiding Judge entered into an amended agreement entitled Fourth Amended Compensation Agreement by Ordinance No. 23-1137; and

WHEREAS, on September 17, 2024, the City Council and Presiding Judge entered into an amended agreement entitled Municipal Court Presiding Judge\_Compensation Agreement by Ordinance No. 24-1775; and

WHEREAS, the parties acknowledge that Presiding Judge is a member of the State Bar of Texas (“State Bar”) and that Presiding Judge is subject to the Code of Professional Responsibility of the State Bar and must comply with all conditions and restrictions as set forth for municipal judges under all applicable state statutes and as required by the Texas Code of Judicial Conduct; and

WHEREAS, the parties agree the appointment ordinance appointing Tyler Atkinson as the Presiding Judge from October 1, 2024 through September 30, 2026, was approved in accordance with all applicable Texas constitutional and statutory requirements, and supersedes all previous ordinances appointing Tyler Atkinson as the Presiding Judge of the Denton Municipal Court.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

## **SECTION 1. TERM OF APPOINTMENT AND OF AGREEMENT.**

- A. Presiding Judge has previously been appointed for a term, commencing on October 1, 2022, and ending on September 30, 2024.
- B. Presiding Judge on or before the date of execution of this Agreement has been appointed for two-year term, commencing on October 1, 2024, through September 30, 2026.
- C. This Agreement shall commence on August 19, 2025, and expire at 11:59p.m. on September 30, 2026.
- D. This Agreement supersedes all previous agreements between the City of Denton and the Appointee.
- E. Notwithstanding the expiration date stated in Section 2.B. above, this Agreement shall immediately and automatically terminate upon the City Council's action to remove Tyler Atkinson prior to the expiration of this Agreement, provided however, that Section 3 shall survive such termination.
- F. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Presiding Judge at any time, subject only to the provisions set forth in Section 3, paragraphs A and B of this Agreement.
- G. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Presiding Judge to resign at any time from his position with the City, subject only to the provision set forth in Section 10, paragraph B, of this Agreement.
- H. Presiding Judge agrees not to accept or perform other work or employment, nor to become employed, engaged, contracted, or appointed by any other employer or as an independent contractor, except as provided in Section 6.C., until this Agreement is terminated by either party as provided herein.

## **SECTION 2. DUTIES.**

City hereby engages the services of Tyler Atkinson as Presiding Judge of said City to perform the functions and duties specified by and in accordance with the Code of Judicial Conduct, the Denton City Charter, the City Code, Chapters 29 and 30 of the Texas Government Code, the laws of the State of Texas, and all other applicable laws, and to perform other legally permissible and proper duties and functions as City shall from time to time assign. Such duties include court sessions, workday arraignments, in-house training, office hours, and other services of the Municipal Court Judge, including as a statutory magistrate, for the City of Denton.

### **SECTION 3. COMPENSATION**

- A. City agrees to pay Presiding Judge for his services rendered pursuant hereto an annual base salary payable in installments in the same manner and at the same time as other employees of the City are paid. All provisions of the City Charter, City Code, Policies, Procedures and Administrative Directives, and Rules and Regulations of the City adopted by the City Council relating to vacation and sick leave, retirement and pension system contribution, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Presiding Judge as they would to other employees of the City, which benefits include health insurance, long-term disability insurance, retirement under the Texas Municipal Retirement System, and other benefits as provided to other Council appointees of the City, including that the City will pay Appointee's portion of the Texas Municipal Retirement System contribution.
- B. Base Salary: Employer agrees to pay Employee an annual base salary payable in installments at the same time that the other employees of the Employer are paid. Any increase in base salary or other compensation shall adjust the base salary to the increased amount.
- C. Employee shall receive any salary increases that are provided or required by the Employer's compensation policies to include all salary increases on the same basis as applied to (a) other Council appointees, and (b) cost of living adjustments to full-time non-civil service employees.
- D. In addition, consideration shall be given on an annual basis to an increase in compensation.
- E. The compensation for employee includes both financial and non-financial components, including but not limited to items such as salary, benefit packages, vehicle allowance, paid time off, retirement contributions, professional development, or other similar types of compensation. Employer may add or increase other types of compensation in addition to or in lieu of a base salary increase. Any base salary or other compensation increase shall not require or be considered a new agreement, renewal, or renegotiation of this Agreement.
- F. The Presiding Judge, as one of several appointed magistrates for the City of Denton, may be required to serve as an assigned "Jail Magistrate" to perform magisterial duties related to persons arrested by, and in the custody of the Denton Police Department. In addition to the annual base salary referenced herein, the Presiding Judge shall be paid Three Hundred Twenty-Five Dollars and No Cents (\$325.00) for each day of service as designated or assigned "Jail Magistrate" when such services are required on a Saturday, Sunday or holiday as designated by the City.
- G. The Presiding Judge shall be entitled to compensation at a rate of One Hundred Dollars (\$100) per hour for after-hours warrant service, with a one hour minimum. Any additional portions of time after the first hour shall be billed in increments of fifteen (15) minutes. Compensation is based on time and not the number of warrants reviewed. "After hours" is defined as all hours excluding 8:00 AM to 5:00 PM on Monday through Friday but including City-approved holidays, Saturdays, and Sundays. Travel time to and from court shall not be included as billable time.

#### **SECTION 4. HEALTH, DISABILITY, AND LIFE INSURANCE & OTHER BENEFITS**

See Section 3.

#### **SECTION 5. VACATION, SICK, AND MILITARY LEAVE**

- A. Employee may elect to receive payment in lieu of unused, accrued sick leave up to seven (7) days per year, beginning with the City's 2025-2026 fiscal year.
- B. See Section 3.

#### **SECTION 6. AUTOMOBILE.**

The Presiding Judge is required to be on call for 24-hour service, so therefore, must have access to a vehicle for City business. City shall grant to the Presiding Judge a car allowance of Seven Thousand Two Hundred Dollars and No Cents (\$7,200.00) per year, payable monthly, for providing such vehicle. The Presiding Judge shall be responsible for the purchase, maintenance, insurance, taxes, etc. for said vehicle. The monthly allowance will be considered for increase during the performance evaluation process. The City also agrees to reimburse Presiding Judge for mileage for out-of-county travel associated with City business at the current IRS rate for mileage reimbursement in accordance with the then current City Travel Reimbursement Policy for City employees with car allowances.

#### **SECTION 7. RETIREMENT.**

- A. City agrees to pay the percentage of the cost of Presiding Judge's participation in the TMRS retirement program, in accordance with City's current policy for other City employees, except that the City will pay Appointee's portion of the Texas Municipal Retirement System contribution.
- B. City agrees to execute all necessary agreements provided by MissionSquare Retirement (formerly ICMA-RC and hereinafter referred to MSR) for Presiding Judge's participation in said MSR retirement plans. City further agrees to contribute 6% of Presiding Judge's annual base salary to MSR's 457 plan. All sums contributed to said plans shall be in addition to Presiding Judge's base salary. City also agrees to allow Presiding Judge to contribute whatever portion of his base salary he may deem appropriate to said plan, including "catch-up" provisions.
- C. If the Presiding Judge retires pursuant to a qualified retirement plan, or is permanently disabled during the term of this Agreement, the Presiding Judge shall be compensated for vacation leave, holidays, and other benefits then accrued or credited to the Presiding Judge in accordance with City's current policies for compensation for these benefits, and, at the Presiding Judge's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other retirees from the City are permitted to do so, or, if such other retirees are not permitted to do so, at the cost of the Presiding Judge.

## **SECTION 8. PROFESSIONAL DEVELOPMENT.**

City hereby agrees to budget for and to pay the full travel, participation, and subsistence expenses of Presiding Judge for professional and official travel, meetings and occasions adequate to continue the professional development of Presiding Judge, and to adequately pursue necessary official and other functions for City, including such national, regional, state and local groups and committees thereof which Presiding Judge serves as a member in the amounts approved by the City Council in the annual budget for the City's Municipal Court Judge - Administration.

Dues, Memberships and Subscriptions.

City agrees to budget and to pay for the professional dues, memberships, and subscriptions of Presiding Judge necessary for his continuation of full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement as Presiding Judge, and for the good of the City in amounts that are approved by the City Council in the annual budget for the City's Municipal Court Judge – Administration.

## **SECTION 9. INVOLUNTARY SEPARATION**

See Section 10.

## **SECTION 10. SEPARATION AND SEVERANCE.**

- A. Upon Involuntary Separation occurring during any term of the Agreement, Presiding Judge shall be entitled to those benefits paid other City of Denton non-civil service employees upon termination pursuant to policy in effect at the time of separation.
- B. In the event Presiding Judge voluntarily resigns his position with City before expiration of the aforesaid term of his employment, then Presiding Judge shall give City 30 days' notice in advance, unless the parties otherwise agree.
- C. City must pay severance as described below to the Appointee when employment is involuntarily terminated during an appointment term without good cause.
  1. City shall provide a minimum severance payment equal to all amounts then due and owing to the Appointee, plus twelve (12) month's salary at the then current rate of pay, less customary payroll deductions. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Appointee's option.
  2. The Appointee shall also be compensated for all accrued vacation leave and sick leave.
  3. If Appointee elects to receive severance in a continuation of salary, insurance and other benefits and leave accruals set forth in Section 4 and contribution to retirement in accordance with Section 8 shall continue for the same period that salary is continued.

4. If Appointee elects to receive severance in a lump sum, the City agrees to make a contribution to the Appointee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Appointee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Internal Revenue Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Appointee in a lump sum as taxable compensation.
5. If Appointee elects to receive severance in a lump sum, for a minimum period of one year following termination, the City shall pay the cost to continue the following benefits:
  - a. Insurance and other benefits for the Appointee and all dependents as provided in Section 4, after which time, Appointee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") or, if Appointee is eligible, as a retiree.
  - b. Any other available benefits to which the Appointee is entitled under this Agreement.
6. If the Appointee is terminated for good cause, then the City is not obligated to pay severance under this section but may be required to recognize and pay benefits that have vested and to which Appointee is entitled under the City's policies, state law or federal law.
7. For the purpose of this Agreement, involuntary termination or involuntary separation shall occur when:
  - a. The majority of the governing body votes to terminate or dismiss the Appointee at a properly posted and duly authorized meeting of the governing body.
  - b. If the City, citizens or legislature acts to amend any provisions of the Charter pertaining to the role, powers, duties, authority, responsibilities of the Appointee's position that substantially changes the form of government or the duties of the Appointee, the Appointee shall have the right to declare that such amendments constitute involuntary termination.
  - c. If the City reduces the base salary, compensation or any other financial benefit of the Appointee, unless it is applied in no greater percentage than the average reduction of all employees, such action shall constitute a breach of this Agreement and will be regarded as a termination.
  - d. If the Appointee resigns at the request of the City, whether formal or informal, then the Appointee may declare an involuntary termination as of the date of the request.

D. For purposes of this Agreement the term "good cause" shall:

1. Be defined as follows:

- a. Conviction of a class B or above misdemeanor, felony, or a crime of moral turpitude; or
- b. Knowingly falsifying records or documents related to the City's activities or Appointee's duties under this Agreement; or
- c. Loss of license to practice law in the State of Texas, or
- d. A public sanction for a violation of the Texas Code of Judicial Conduct.

2. Include the reasons for removal stated in the Texas Constitution Article V, Section 1-a (6) and Local Government Code 21.025.

E. For purposes of this section, a crime of moral turpitude means a criminal offense involving dishonesty or fraud such as theft; forgery, perjury; and bribery.

## **SECTION 11. RESIGNATION.**

See Section 1(G).

See Section 10(B).

## **SECTION 12. HOURS OF WORK.**

- A. It is recognized by both City and Presiding Judge that the duties of Presiding Judge require a great deal of time outside of normal office hours. It is also recognized by the parties that Presiding Judge is required to devote the amount of time and energy necessary to carry out those duties with the highest amount of professionalism possible. That being the case, the parties recognize that Presiding Judge may choose to take personal time off during business hours when it is appropriate and when his duties allow. Although this personal time off is not considered vacation, neither is it to be considered as compensatory time for time spent by Presiding Judge in carrying out his duties outside of normal office hours, as the parties agree that the Presiding Judge must devote the amount of time necessary to fulfill those duties. The Council will consider, in correlation with any applicable Federal and state law, the Presiding Judge's use of personal time off during the performance evaluation.
- B. The Appointee will devote full time and effort to the performance of the Appointee's duties and shall remain in the exclusive engagement with the City during the term of this Agreement.
- C. Notwithstanding provision B. of this Section 12., Presiding Judge may perform Denton County magistrate duties for Denton County, serve as an Associate Judge for the Town of Flower Mound, and serve as an Adjunct Professor for Texas Wesleyan University at times

and in a manner which will not in any way interfere with the performance of, or the Appointee's availability for the performance of, the Appointee's duties hereunder.

### **SECTION 13. ETHICAL COMMITMENTS**

See Section 10(D).

### **SECTION 14. OUTSIDE ACTIVITIES**

See Section 12.

### **SECTION 15. INDEMNIFICATION**

Intentionally Omitted.

### **SECTION 16. BONDING.**

City shall bear the full cost of any fidelity or other bonds that may be required of the Presiding Judge under any law or ordinance.

### **SECTION 17. OTHER TERMS AND CONDITIONS.**

- A. The City Council, and in consultation with the Presiding Judge, shall fix any such other terms and conditions as it may determine from time to time, relating to the performance of Presiding Judge, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Chapter 30 of the Texas Government Code, or any other law, and are memorialized by a written amendment to this Agreement.
- B. All provisions of the City Charter and Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holiday, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Presiding Judge as they would to other employees of the City, except to said benefits herein enumerated specifically for the benefit of Presiding Judge.

### **SECTION 18. GENERAL PROVISIONS.**

- A. The text herein shall constitute the entire agreement between the parties.
- B. If any provision, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed several, shall not be affected and shall remain in force and effect.
- C. The venue of any litigation involving this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

D. All matters stated in the Preamble of this Municipal Court Presiding Judge Compensation Agreement are true and correct and are hereby incorporated into the body of this Contract as though fully set forth in their entirety.

E. Effective Date.

This Agreement shall take effect on August 19, 2025.

F. Appropriations.

The City has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to the severance pay, salary and benefits set forth and described herein.

## SECTION 19. PERFORMANCE EVALUATION

- A. The Council shall review and evaluate the performance of the Presiding Judge at least once annually during the time set aside each year for the performance review of other Council appointees. Said review and evaluation shall be in accordance with specific criteria developed jointly by Presiding Judge and City. Said criteria may be added to or deleted from as the Council and Presiding Judge shall agree.
- B. The Council and Presiding Judge shall define annually such goals and performance objectives which they determine necessary for the proper operation of the City of Denton Municipal Court, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives.
- C. In effecting the provision of this Section, the Council and the Presiding Judge mutually agree to abide by the provisions of applicable law.

IN WITNESS WHEREOF, the Mayor as duly authorized by the City Council and on behalf of the City of Denton, has signed and executed this Agreement and the Presiding Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.

PRESIDING JUDGE:

Signed by:  
  
\_\_\_\_\_  
TYLER ATKINSON

CITY OF DENTON:

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR