

RESOLUTION NO. R-4041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED EMPLOYMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND PHYLLIS ROSS, FOR SERVICES AS THE PRESIDING MUNICIPAL JUDGE TO INCREASE THE ANNUAL BASE SALARY.

* * * * *

WHEREAS, the City Charter of the City of Rosenberg, Texas, provides for the appointment of a judge of the Municipal Court to serve a two (2) year term and to serve such additional term or time until said judge shall be reappointed or a successor judge shall be appointed and take office, pursuant to Article IV, Section 4.04(b) of said Charter; and,

WHEREAS, on February 21, 2017, City Council of the City of Rosenberg appointed Phyllis Ross to serve as Municipal Court Judge for a two (2) year term; and,

WHEREAS, on April 2, 2019, City Council of the City of Rosenberg reappointed Phyllis Ross to serve as Municipal Court Judge for an additional two (2) year term; and,

WHEREAS, on June 1, 2021, City Council of the City of Rosenberg reappointed Phyllis Ross to serve as Municipal Court Judge for an additional two (2) year term by Resolution No. R-3097; and,

WHEREAS, on May 2, 2023, City Council of the City of Rosenberg reappointed Phyllis Ross to serve as Municipal Court Judge for an additional two (2) year term by Resolution No. R-3425; and,

WHEREAS, on June 3, 2025, City Council of the City of Rosenberg reappointed Phyllis Ross to serve as Municipal Court Judge for an additional two (2) year term by Resolution No. R-3889; and,

WHEREAS, the City Council desires to amend the Employment Agreement with Phyllis Ross as approved on June 3, 2025 by Resolution No. R-3889, to increase the annual base salary; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council hereby authorizes the Mayor to execute an Amended Employment Agreement (Amended Agreement) with Phyllis Ross to increase the annual base salary.

Section 2. A copy of said Amended Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 3. This Resolution shall be effective on March 17, 2026.

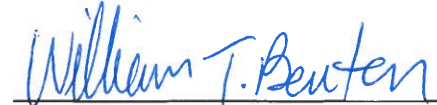
PASSED, APPROVED, AND RESOLVED this 17 day of March, 2026.

ATTEST:

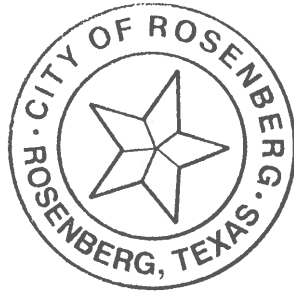
APPROVED:



Danyel Swint, TRMC, **CITY SECRETARY**



William Benton, **MAYOR**



**AMENDED AGREEMENT BETWEEN THE CITY OF ROSENBERG AND
JUDGE PHYLLIS ROSS FOR SERVICES AS THE
PRESIDING MUNICIPAL JUDGE**

This AMENDED AGREEMENT is dated as of the 17th day of March 2026, by and between the City of Rosenberg, Texas (hereinafter called "CITY") and Judge Phyllis Ross (hereinafter called "JUDGE").

CITY AND JUDGE, in consideration of the mutual covenants hereinafter set forth agree as follows:

**ARTICLE I.
Scope of Service**

1.1 JUDGE shall be the Presiding Judge and shall preside over all violations of ordinances and other statutory misdemeanor violations within the jurisdiction of the Rosenberg Municipal Court. JUDGE was previously appointed by the City Council on July 1, 2025 for a two-year term and authorized to perform, and shall perform, the necessary services as Municipal Judge of the City of Rosenberg, Texas.

1.2 JUDGE shall be present at the Municipal Court and available during the City's Core Business Hours as defined in the City of Rosenberg Personnel Policies Manual including the beginning of every court date scheduled by the CITY until the end of court that day, excluding official City holidays. During this time period, JUDGE will perform all necessary administrative duties, address inquiries from the Municipal Court Prosecutor, Municipal Court Clerks, Police Department, other City staff and Fort Bend County with matters related to Municipal Court, meet with Defendants to discuss and resolve matters before the Court, and shall attend all Court sessions or shall notify one of the Municipal Court alternate Judges to substitute and temporarily perform the Judge's work.

1.3 JUDGE shall preside over Dangerous Dog hearings as described in Chapter 4 of the City's Code of Ordinances.

1.4 JUDGE shall also perform Magistrate duties for the Rosenberg Police Department during the Term of this Amended Agreement or, in her absence assign such duties to one or more of the alternate Judges.

1.5 JUDGE shall perform the duties of the Designated Hearing Officer for Dangerous Buildings for the City of Rosenberg even though such proceedings are conducted under Administrative Law and are not a part of the Municipal Court jurisdiction.

1.6 JUDGE shall not permanently assign the work under this AMENDED AGREEMENT.

1.7 It is specifically understood and agreed by the parties that this appointment shall be governed by the Rosenberg City Charter, Section 4.04 and the Rosenberg Code of Ordinances, Chapter 19.

ARTICLE II.
Term of AGREEMENT

2.1 The JUDGE was appointed to a two-year term, effective July 01, 2025 and shall serve such additional term or time until said JUDGE shall be reappointed or a successor JUDGE shall be appointed and take office. This Amended Agreement shall be in effect until a successor judge is appointed to take office, unless terminated earlier as provided in this Article II.

2.2 This AMENDED AGREEMENT may be terminated by the JUDGE after giving a sixty (60) day written notice of termination to the CITY.

2.3 This AMENDED AGREEMENT shall be terminated automatically if JUDGE is removed from the bench by the State Commission on Judicial Conduct or otherwise removed pursuant to state law.

2.3 In the event Judge fails to comply or adhere to the terms of this AMENDED AGREEMENT, CITY shall provide Judge with written notice of the failure to comply or adhere to the terms. Upon receipt of the written notice, Judge shall have thirty (30) days to cure or remedy said failure to comply or adhere to the terms of this Amended Agreement. If Judge fails to cure or remedy said failure to comply or adhere to the terms of this AMENDED AGREEMENT within the thirty (30) day period, CITY may take action to immediately terminate this AMENDED AGREEMENT.

2.4 JUDGE agrees and acknowledges that because the position of Rosenberg Municipal Court Judge is her primary employment, she shall not seek additional employment or work in any position which would impact in an adverse manner upon this responsibility, or which would constitute a conflict of interest, or perception of a conflict of interest and provided that approval of any outside employment or work is first requested in writing to the City Council at least thirty (30) days prior to commencing such outside employment or work. The Parties further agree the City Council shall have the sole discretion to approve or disapprove any such outside employment or work within thirty (30) days of receipt of the written request.

ARTICLE III.

Salary

3.1 CITY agrees to pay JUDGE for services rendered pursuant hereto as an annual base salary of One-hundred fifty-five thousand dollars (\$155,000) payable in installments at the same time as other employees of the CITY are paid.

3.2 In the event an associate judge is utilized, the JUDGE will notify the associate judge to submit an invoice to the CITY and the CITY shall pay the associate judge's compensation directly to him/her. Only associate judges approved by the City Council shall be utilized. These associate judges are: Atwood McAndrew, Ozraa Dhanani, and Ruby Shaw. Independent of this Amended Agreement, the City Council reserves the right to revise and update the names of associate judges as deemed necessary, at the sole discretion of the City Council.

ARTICLE IV.

Benefits

4.1 Health Insurance. JUDGE shall be covered by the same insurance plan as all other employees, or such dental, vision and other plans that are available through City and selected by JUDGE, provided that the employee share of the premiums for JUDGE and all other employee's benefits for JUDGE's dependents, shall be paid by JUDGE in the same percentages as other employees.

4.2 All provisions of the Charter, rules and regulations of the CITY relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the JUDGE as they would apply to all other employees of the City, in addition to the benefits provided or as stated otherwise in this Amended Agreement.

ARTICLE V.

Representations

5.1 CITY shall work with JUDGE in order to coordinate all cases.

5.2 CITY shall provide JUDGE with certain administrative support consisting of access to office facilities (telephone, computer terminal, and desk) and message referral. JUDGE agrees to comply with CITY policies regarding use of CITY property and equipment.

5.3 JUDGE shall be an employee of the CITY and agrees to comply with all applicable provisions of the City of Rosenberg Personnel Policies Manual.

ARTICLE VI.
Miscellaneous

6.1 This AMENDED AGREEMENT shall be governed by the laws of the State of Texas. The parties further agree that venue for any litigation arising directly or indirectly from this AMENDED AGREEMENT shall be in Fort Bend County, Texas.

6.2 As part of the Amended Agreement to provide these services to the CITY, JUDGE shall be required to disclose to the CITY any existing or potential conflicts of interest related to any services to be performed under this AMENDED AGREEMENT and during the course of this representation. Should such conflict arise, JUDGE shall be required to immediately contact the City Council to discuss and resolve such conflict.

6.3 In providing legal services to the CITY hereunder, JUDGE shall conduct herself in accordance with the highest ethical standards and in full compliance with the Texas Code of Judicial Conduct. The JUDGE shall promptly notify the CITY if any disciplinary action is instituted against JUDGE.

6.4 If any provision of this Amended Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, CITY and JUDGE have signed this AMENDED AGREEMENT for services on the day and year first written above.

CITY OF ROSENBERG, TEXAS

ATTEST:

By: William Benton
William Benton, MAYOR

Danyel Swint
Danyel Swint, City Secretary

JUDGE

By: Phyllis Ross
Phyllis Ross, JUDGE

