



COLORADO • SINCE 1878

City Council Legal Review Committee

Meeting Agenda

**September 27, 2019
City Hall, Spruce Room
749 Main Street
7:30 AM**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes September 12, 2019
- V. Public Comments on Items Not on the Agenda
- VI. Discussion/Direction – Municipal Judge Vacancy
 - Appoint Acting Judge
 - Request for Proposals Process
- VII. Committee Recommendation Regarding Reappointment of Appointed Officials
 - City Attorney
 - Water Attorney
 - Prosecuting Attorney
- VIII. Discussion Items for Next Meeting
- IX. Adjourn

***City Council
Legal Review Committee
Meeting Minutes***

**September 12, 2019
749 Main Street
7:30 AM**

Call to Order – Councilmember Leh called the meeting to order at 7:30 am.

Roll Call: The following members were present:

***Committee Members: Chris Leh, City Council
Sue Loo, City Council
Bob Muckle, Mayor (arrived 7:44 am)***

***Staff Present: Merydyth Muth, City Clerk
Heather Balsler, City Manager
Megan Davis, Deputy City Manager
Kathleen Kelly, City Attorney***

APPROVAL OF AGENDA

The agenda was approved as presented.

APPROVAL OF MINUTES – JUNE 7, 2019

The minutes were approved as presented.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

**COMMITTEE RECOMMENDATION REGARDING REAPPOINTMENT OF
APPOINTED OFFICIALS**

Members discussed having meetings with the judge, prosecuting attorney, and city attorney to discuss the evaluations and get feedback. After discussing if meetings should be prior to the full council discussion of evaluations or after, Councilmember Leh moved to schedule the meetings with the judge, prosecuting attorney, and city attorney before the full Council discussion on October 1. Mayor Muckle seconded the motion. All in favor.

Mayor Muckle moved to not bring in Alan Hill as it is unneeded. Councilmember Loo seconded. All in favor.

Members decided two members of the committee will meet with the appointees. Staff will set up meetings in the next week.

Members scheduled another meeting for September 27 to review the information from the meetings and prepare for the City Council discussion on October 1.

DISCUSSION – POSSIBLE CHANGES RELATED TO 2020 COURT APPOINTEES

Members discussed the option for an additional deputy judge to allow more options for scheduling in the court. Members think it is a good idea. Councilmember Leh moved to add an additional deputy judge. Councilmember Loo seconded. All in favor. Staff will look to do an RFP process for an additional judge later this year or early in 2020. All candidates would be reviewed by the Committee before a recommendation made to the full City Council for an appointment.

Members discussed the option for a backup prosecutor for times when the prosecutor has a conflict of interest in a case. Members think it is a good idea. Councilmember Leh moved to add a backup prosecutor. Councilmember Loo seconded. All in favor. Staff will look to do an RFP process for a backup prosecutor later this year or early in 2020. All candidates would be reviewed by the Committee before a recommendation made to the full City Council for an appointment.

Members discussed the current process to pay the judge monthly and the deputy judge hourly. Members asked staff to find out how other municipalities pay their judges, whether monthly, hourly, or per session. Staff will get information from other courts and bring it back to a later meeting for discussion.

DISCUSSION – EFFECTS OF COURT RULING ON MEDIAN RESTRICTIONS

In relation to the new ruling from the court, Councilmember Leh stated he assumes the case will be appealed. City Attorney Kelly stated the ruling should be interpreted very specifically and it may not open up very much. Our standard is content based and this case was content neutral.

City Manager Balsler asked the committee if this is an issue the Council wants to address in 2020. Councilmember Leh noted there is a risk not addressing it.

Councilmember Leh moved this be tabled until the new Council is in place and staff should plan on addressing the ordinance's content related issues in 2020. Councilmember Loo seconded. All in favor.

DISCUSSION ITEMS FOR NEXT MEETING

Judges compensation for 2020 contracts.

ADJOURN

The meeting was adjourned at 9:02 am

SUBJECT: DISCUSSION/DIRECTION – MUNICIPAL JUDGE VACANCY

DATE: SEPTEMBER 27, 2019

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

Judge Wheeler submitted her resignation on September 17th to be effective September 30th as she has taken a job with the Adams County Court. While this is less than the requisite 30 days noted in the contract, given the current court schedule, staff feels this early end date can be worked around. The contract states “The Presiding Judge may also voluntarily resign by providing at least 30 days’ advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council” so City Council will need to agree. This can be done at the October 1 City Council meeting.

Chairperson Leh would like to recommend the City Council ask Deputy Judge David Thrower to step in as Interim Municipal Judge from October 1, 2019 through February 29, 2020. This would be slightly longer than simply filling the remainder of the contract term which ends January 2, 2020, but the extra time would allow incoming City Council to be prepared for the hiring process and also the City will not be advertising a Request for Proposals for the position during the holidays.

RECOMMENDATION:

Chairperson Leh recommends the Committee make a recommendation to the City Council at the October 1 meeting to end its contract with Judge Wheeler and appoint Judge Thrower as Interim Municipal Judge through February 29, 2020.

ATTACHMENT(S):

1. Judge Wheeler’s Resignation Letter
2. Judge Wheeler’s Contract
3. Draft Acting Judge Contract
4. Draft Resolution for City Council Consideration
5. Draft RFP for Judge Position
6. 2016 Application Form for Judge Position

Louisville City Council
c/o Meredyth Muth,
Councilperson Christopher Leh and Councilperson Susan Loo
749 Main Street
Louisville, CO 80027

September 17, 2019

Dear Louisville City Council, City Clerk and Legal Committee members:

I am writing to give you notice of my offer and acceptance as a District Court Magistrate for the 17th Judicial District. I am incredibly grateful for the chance to serve the City of Louisville as presiding judge. I appreciate all you have done to support myself and the court I also appreciate the efforts made to review my job performance. I know we have a scheduled meeting on Friday September 20th at 1:00 PM to discuss my review. I am able to meet with you if you would like to discuss matters of court transition.

This is my 30 day written notice of contract termination. I understand that Adams County would like me to begin my employment with them on October 1st. We do have two scheduled Louisville court dates before the lapse of 30 days on October 15th and October 16th. Judge Thrower is available to cover these court dates if that is acceptable.

I am sorry for the inconvenience this will cause for the City. I will work diligently in making sure there is a smooth transition should you choose to have Judge Thrower cover for me until a replacement judge is hired. Please let me know if you have any questions. I am available tomorrow September 18th to discuss any matters by phone. Please let me know if you would like to have our scheduled meeting on Friday or whether that will not be necessary. Again, thank you so much for the honor to serve as presiding judge for this great city!

Sincerely,



Kristan K. Wheeler

303-956-1986

Hand delivered on 9/17/19

AGREEMENT FOR MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective the 4th day of October, 2016, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the "City") and KRISTAN K. WHEELER, an individual.

WITNESSETH:

WHEREAS, pursuant to Section 9-3 of the Louisville Home Rule Charter, the City has established the Louisville Municipal Court, and the City Council of the City is vested with the authority to appoint a presiding municipal judge; and

WHEREAS, due to a vacancy in the office of presiding municipal judge, the City requires the personal services of a new presiding municipal judge for the unexpired term of the previous presiding municipal judge in accordance with Section 9-3(b) of the Louisville Home Rule Charter; and

WHEREAS, pursuant to Section 9-3(b) of the Louisville Home Rule Charter, any vacancy in the office of presiding municipal judge shall be filled by appointment for the remainder of the unexpired term; and

WHEREAS, Kristan K. Wheeler is a duly licensed attorney in the State of Colorado who has held herself out to the City as having the requisite expertise and experience to perform the presiding municipal judge services sought by the City; and

WHEREAS, pursuant to Section 9-3(b) of the Louisville Home Rule Charter, the City Council of the City desires to appoint Kristan K. Wheeler as presiding municipal judge of the Louisville Municipal Court, for an initial term expiring January 2, 2018, the date on which the remainder of the unexpired term of the previous presiding judge ends;

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

1. Appointment. The City Council hereby appoints Kristan K. Wheeler as Presiding Municipal Judge for the Louisville Municipal Court (hereafter "Presiding Judge"), for the term specified in Section 2, below.

2. Term. The Presiding Judge is appointed for a term commencing on October 4, 2016. Pursuant to Section 9-3(b) of the Louisville Home Rule Charter, such term shall expire January 2, 2018.

3. Services. The Presiding Judge shall preside over the regularly-scheduled sessions of the Louisville Municipal Court (approximately six per month) and over such other Municipal Court sessions as may be necessary for the proper functioning of the Court. The Presiding Judge shall perform all such duties and exercise all such powers as are required of and vested in a

municipal court judge by the Louisville Home Rule Charter and Louisville Municipal Code, and other applicable laws, regulations, and codes of conduct (including but not limited to the Colorado Code of Judicial Conduct) that are applicable to the position. The Presiding Judge shall also perform the administrative duties of a presiding municipal judge and perform the swearing in of City elected officials and police officers.

4. Removal or Resignation; Termination. During the term, the Presiding Judge may be removed from office by the affirmative vote of two-thirds of the entire City Council for cause, as set forth in Section 9-3 of the Louisville Home Rule Charter. The Presiding Judge may also voluntarily resign by providing at least 30 days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council. In the event of any such removal or resignation, or any other termination of this Agreement prior to the expiration of the term, the Presiding Judge shall be paid solely for services rendered through the effective date of such removal, resignation or termination.

5. Compensation. Pursuant to Section 9-3 of the Louisville Home Rule Charter, the compensation of the Presiding Judge is established by the City Council and is not dependent upon the outcome of the matters to be decided by the judge. Pursuant to Ordinance No. 1706, Series 2015 (codified at Louisville Municipal Code Section 2.32.050), the Presiding Judge shall receive as full compensation for the Presiding Judge's services the amount of \$2,600 per month (not to exceed \$31,200 yearly), which monthly payment amount shall be prorated on a daily basis for the days of service in the first and final month of the term. The Presiding Judge shall submit monthly an invoice for services for the preceding month. The City shall pay the invoice within 30 days of receipt thereof.

6. Additional Judges. The City may employ, at the City's expense, such other additional judges as the City determines to be necessary or otherwise in the best interest of the City during the term of this Agreement.

7. Independent Contractor Status. The Presiding Judge shall be an independent contractor and not an employee of the City and shall make no representation that she is a City employee for any purpose. Further:

a. *No Payment of Employment Taxes or Other Withholdings.* The City shall not withhold or pay or be obligated to withhold or pay any payroll or employment taxes (including, but not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, state unemployment insurance tax, and state worker's compensation insurance tax) or other amounts with respect to any services performed by or fees paid or expenses reimbursed to the Presiding Judge.

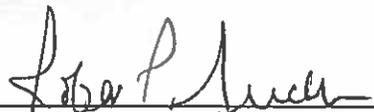
b. *No Payment of Workers' Compensation/Unemployment Compensation.* The City shall not provide or be obligated to provide to Presiding Judge any workers' compensation or unemployment compensation insurance coverage.

8. Payments Subject to Appropriation. Notwithstanding any other provisions contained herein, the financial obligations of the City under this Agreement are subject to annual appropriation of funds by the City Council, and nothing herein is intended or shall be construed to create any City debt or multiple-fiscal year obligation whatsoever. A failure to appropriate sufficient funds in any year to pay the full amount due, or which may be due hereunder for the following year shall constitute a termination subject to Section 4 of this Agreement. The City hereby states that it has appropriated in the 2016 budget sufficient funds for the payment of all amounts due, or which may be due hereunder in the 2016 fiscal year.

9. Miscellaneous Provisions. The parties agree that this Agreement is a personal services contract. No party shall assign this Agreement or delegate duties under this Agreement or any portion thereof. This Agreement may only be amended by written instrument signed by the Presiding Judge and Mayor and City Clerk of the City, after approval of such amendment by the City Council. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. If one or more provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained in this Agreement shall not in any way be affected. This Agreement may be signed in counterparts. Faxed, electronic, and scanned signatures shall be accepted as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown.

CITY OF LOUISVILLE, COLORADO

By: 
Robert P. Muckle, Mayor

Date: 9/20/16

ATTEST:


Meredith Muff, City Clerk




Kristan K. Wheeler

Date: 9-29-16

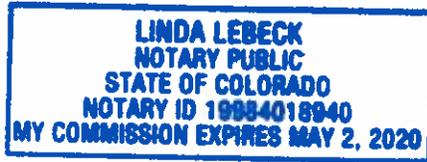
STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

SUBSCRIBED AND SWORN TO before me this 29th day of September, 2016
by Kristan K. Wheeler.

My commission expires on: 5-2-20

Linda LeBeck
Notary Public

(SEAL)



AGREEMENT FOR INTERIM MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2016, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the “City”) and _____, an individual.

WITNESSETH:

WHEREAS, pursuant to Section 9-3 of the Louisville Home Rule Charter, the City has established the Louisville Municipal Court, and the City Council of the City is vested with the authority to appoint an interim presiding municipal judge; and

WHEREAS, due to a vacancy in the office of presiding municipal judge, the City requires the personal services of a new presiding municipal judge for the unexpired term of the previous presiding municipal judge in accordance with Section 9-3(b) of the Louisville Home Rule Charter; and

WHEREAS, pursuant to Section 9-3(b) of the Louisville Home Rule Charter, any vacancy in the office of presiding municipal judge shall be filled by appointment for the remainder of the unexpired term; and

WHEREAS, the City Council feels it in the best interest of the City to have the Interim Presiding Judge serve until February 29, 2020 to allow the City Council, some of whose members will be newly elected on November 5, 2019, to engage in a thoughtful and thorough search for a new presiding municipal judge, for a term to expire January 2, 2022; and

WHEREAS, _____ is a duly licensed attorney in the State of Colorado who has held herself out to the City as having the requisite expertise and experience to perform the interim presiding municipal judge services sought by the City; and

WHEREAS, pursuant to Section 9-3(b) of the Louisville Home Rule Charter, the City Council of the City desires to appoint _____ as interim presiding municipal judge of the Louisville Municipal Court, for an initial term expiring February 29, 2020~~January 2, 2018, the date on which the remainder of the unexpired term of the previous presiding judge ends;~~

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

1. Appointment. The City Council hereby appoints _____ as Interim Presiding Municipal Judge for the Louisville Municipal Court (hereafter “Presiding Judge”), for the term specified in Section 2, below.

2. Term. The Presiding Judge is appointed for a term commencing on October ~~4~~1, ~~2016~~9. ~~Pursuant to Section 9-3(b) of the Louisville Home Rule Charter, s~~Such term shall expire ~~January 2, 2018~~ February 29, 2020.

3. Services. The Presiding Judge shall preside over the regularly-scheduled sessions of the Louisville Municipal Court (approximately ~~six~~-two per month) and over such other Municipal Court sessions as may be necessary for the proper functioning of the Court. The Presiding Judge shall perform all such duties and exercise all such powers as are required of and vested in a municipal court judge by the Louisville Home Rule Charter and Louisville Municipal Code, and other applicable laws, regulations, and codes of conduct (including but not limited to the Colorado Code of Judicial Conduct) that are applicable to the position. The Presiding Judge shall also perform the administrative duties of a presiding municipal judge and perform the swearing in of City elected officials and police officers.

4. Removal or Resignation; Termination. During the term, the Presiding Judge may be removed from office by the affirmative vote of two-thirds of the entire City Council for cause, as set forth in Section 9-3 of the Louisville Home Rule Charter. The Presiding Judge may also voluntarily resign by providing at least 30 days' advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council. In the event of any such removal or resignation, or any other termination of this Agreement prior to the expiration of the term, the Presiding Judge shall be paid solely for services rendered through the effective date of such removal, resignation or termination.

5. Compensation. Pursuant to Section 9-3 of the Louisville Home Rule Charter, the compensation of the Presiding Judge is established by the City Council and is not dependent upon the outcome of the matters to be decided by the judge. Pursuant to Ordinance No. 1706, Series 2015 (codified at Louisville Municipal Code Section 2.32.050), the Presiding Judge shall receive as full compensation for the Presiding Judge's services the amount of \$2,600 per month (not to exceed \$31,200 yearly), which monthly payment amount shall be prorated on a daily basis for the days of service in the first and final month of the term. The Presiding Judge shall submit monthly an invoice for services for the preceding month. The City shall pay the invoice within 30 days of receipt thereof.

6. Additional Judges. The City may employ, at the City's expense, such other additional judges as the City determines to be necessary or otherwise in the best interest of the City during the term of this Agreement.

7. Independent Contractor Status. The Presiding Judge shall be an independent contractor and not an employee of the City and shall make no representation that she is a City employee for any purpose. Further:

a. ***No Payment of Employment Taxes or Other Withholdings.*** The City shall not withhold or pay or be obligated to withhold or pay any payroll or employment taxes (including, but not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, state unemployment insurance tax, and state worker's compensation insurance tax) or other amounts with respect to any services performed by or fees paid or expenses reimbursed to the Presiding Judge.

b. *No Payment of Workers' Compensation/Unemployment Compensation.* The City shall not provide or be obligated to provide to Presiding Judge any workers' compensation or unemployment compensation insurance coverage.

8. Payments Subject to Appropriation. Notwithstanding any other provisions contained herein, the financial obligations of the City under this Agreement are subject to annual appropriation of funds by the City Council, and nothing herein is intended or shall be construed to create any City debt or multiple-fiscal year obligation whatsoever. A failure to appropriate sufficient funds in any year to pay the full amount due, or which may be due hereunder for the following year shall constitute a termination subject to Section 4 of this Agreement. The City hereby states that it has appropriated in the 2016 budget sufficient funds for the payment of all amounts due, or which may be due hereunder in the 2016 fiscal year.

9. Miscellaneous Provisions. The parties agree that this Agreement is a personal services contract. No party shall assign this Agreement or delegate duties under this Agreement or any portion thereof. This Agreement may only be amended by written instrument signed by the Presiding Judge and Mayor and City Clerk of the City, after approval of such amendment by the City Council. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. If one or more provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained in this Agreement shall not in any way be affected. This Agreement may be signed in counterparts. Faxed, electronic, and scanned signatures shall be accepted as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown.

CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

Date: _____

ATTEST:

Meredyth Muth, City Clerk

Kristan K. Wheeler

**RESOLUTION NO. XX
SERIES 2019**

**A RESOLUTION REGARDING THE RESIGNATION OF THE MUNICIPAL
COURT JUDGE AND APPROVING AN AGREEMENT FOR INTERIM
MUNICIPAL JUDGE SERVICES**

WHEREAS, Section 9-3(b) of the Louisville Home Rule Charter provides the City Council shall appoint, by the affirmative vote of 2/3 of the entire Council, a presiding municipal judge, which judge shall serve for a two-year term, and that any vacancy in the office of municipal judge shall be filled by appointment for the remainder of the unexpired term; and

WHEREAS, by an Agreement for Municipal Judge Services dated October 4, 2016 (the “Agreement”), the City Council appointed Kristan K. Wheeler as Presiding Municipal Judge for the Louisville Municipal Court for the unexpired term of the previous presiding municipal judge, for a term expiring January 2, 2018; and

WHEREAS, Judge Wheeler was re-appointed by the City Council as Presiding Municipal Judge for a term ending January 2, 2020; and

WHEREAS, the Agreement provides the Presiding Judge may voluntarily resign by providing at least 30 days’ advance written notice to the City Council, unless a shorter notice period is agreed to by the City Council; and

WHEREAS, by letter dated September 17, 2019, Judge Wheeler notified the City Council in writing of her resignation as Presiding Judge and requested the City Council agree to a notice period of fewer than 30 days, so that she may begin new employment on October 1, 2019; and

WHEREAS, David J. Thrower is a duly licensed attorney in the State of Colorado who has served as a deputy municipal judge in the Louisville Municipal Court, and is available to serve as Interim Presiding Municipal Judge; and

WHEREAS, the proposed Agreement for Interim Municipal Judge Services, a copy of which accompanies this resolution, provides that Mr. Thrower will serve as the Presiding Municipal Judge until February 29, 2020; and

WHEREAS, the time period during which Mr. Thrower will serve as the Presiding Municipal Judge will allow the City Council, some of whose members will be newly elected on November 5, 2019, to engage in a thoughtful and thorough search for a new presiding municipal judge, for a term to expire January 2, 2022; and

WHEREAS, the City Council has reviewed Judge Wheeler’s resignation, and the proposed Agreement for Interim Municipal Judge Services, and finds that agreeing to the shortened notice period requested by Judge Wheeler will not result in any negative impact on the proper functioning of the Louisville Municipal Court, and desires by this resolution

to agree to such shorter notice by Judge Wheeler and appoint Mr. Thrower as Interim Presiding Judge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO THAT:

1. The proposed Agreement for Interim Municipal Judge Services (the “Interim Agreement”) is hereby approved in essentially the same form as the copy of such Interim Agreement accompanying this Resolution.

2. The Mayor is hereby authorized to execute the Interim Agreement on behalf of the City Council of the City of Louisville, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Interim Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Interim Agreement are not altered.

3. The City Council hereby agrees to a notice period of less than 30 days, as requested by Judge Wheeler in her written notice dated September 17, 2019, with Judge Wheeler’s term ending on the date of full execution of the Interim Agreement or September 30, 2019, whichever shall first occur.

PASSED AND ADOPTED this _____ day of _____, 2019.

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

**CITY OF LOUISVILLE
ANNOUNCEMENT
PRESIDING MUNICIPAL JUDGE APPOINTMENT**

The City of Louisville, Colorado is accepting applications for the position of Presiding Municipal Judge. Candidates shall be admitted to the practice of law in the State of Colorado, and currently licensed members of the Colorado bar in good standing.

Description of the Court:

- The Louisville Municipal Court is a qualified court of record as defined under C.R.S. 13-10-102.
- The types of cases heard in the Municipal Court are traffic and municipal code and charter violations.
- The City Council has decriminalized some traffic cases. Municipal Code violations are generally criminal in nature.
- The City offers mail-in plea bargains on decriminalized traffic cases. Minor code violations (first offense) are payable by mail.
- There is an established schedule of fines to assess for mail-in violations.
- There is an established schedule of bond amounts for various criminal cases.
- The Court utilizes default judgment on failures to appear in decriminalized traffic offenses and bench warrants for failures to appear on all criminal cases.
- Further details may be found in Section 9.3 of the [Louisville Home Rule Charter](#).

COURT SCHEDULE – The Court has two sessions per month, 1st and 3rd Tuesdays; schedule negotiable

Arraignments

9:00 – 11:00 am adults both Tuesday sessions

3:00 – 5:00 pm juveniles 2nd Tuesday session

The number of cases heard at each arraignment averages 45 - 50 per day.

Pre-Trials & Trials to Court

1:00 – 3:30 pm 1st Tuesday session

1:00 – 2:30 pm 2nd Tuesday Session

1-2 Trials per month

Jury Trials

Scheduled as needed – approximately 2 per year

(Traffic decriminalized – very few traffic cases go to Jury Trial)

Overflow: established as needed

OTHER DUTIES:

Swearing in of City Council members
Swearing in of police officers

SALARY

The Presiding Municipal Judge is paid \$2,600 per month. The hours spent in Court range from 15-25 per month. Court Staff has the liberty to contact the Presiding Municipal Judge during business hours for direction on non-routine Court matters.

The Presiding Municipal Judge is a contract position with the appointment made by City Council. The process is governed by Section 9-3 of the Louisville Home Rule Charter.

The appointment to be made by the City Council is to for a two-year term, to commence January 7, 2019. The successful candidate will be required to enter into an independent contractor services contract as required by the City.

Candidates are required to submit an application, which is [available on the City of Louisville web site](#).

Please submit application by mail to:
City of Louisville
Attn: Meredyth Muth, City Clerk
749 Main Street
Louisville, CO 80027

Or by email to:
MeredythM@LouisvilleCO.gov

Application Deadline:

APPLICATION FOR LOUISVILLE, COLORADO MUNICIPAL COURT JUDGESHIP

The information you provide in the application is public information and will be released upon request if the applicant's name is forwarded to the Louisville City Council as a finalist for consideration of appointment.

A. PERSONAL INFORMATION

1. Full Name:
2. Are you able to work in the United States on a full-time basis?
3. Are you an attorney at law admitted to practice in Colorado? If so, what is your Attorney Registration Number?
4. Current Work Address:
5. Current Work Telephone Number:
6. List your place of residence for the past five years:

Dates	City	State	County

B. EDUCATIONAL BACKGROUND

7. List the names and locations of schools attended, beginning with high school.

Name	Location	Dates Attended	Degree

C. PROFESSIONAL BACKGROUND AND EXPERIENCE

8. List all courts in which you have been admitted to practice, with dates of admission. Give the same information for administrative bodies which require special admission to practice.

Bar Admission	Date

9. Indicate your present employment (list professional partners or associates, if any, and include dates). If you currently practice law, describe the nature of your present law practice, listing the major types of law you practice and the percentage each constitutes of your total practice.
10. If you have focused on any specific area of law listed in number 9, what is it?
11. Have you practiced in the trial courts of Colorado within the past five years? If so, please state what percentage of your total practice your trial practice constituted and the types of matters handled.
12. Summarize your experience presiding over or serving as an advocate in adversary proceedings before administrative boards or commissions.
13. List your prior professional or business employment since completion of your formal education (include dates).
14. If you have not been employed continuously since completion of your formal education, provide the dates and for each period, describe generally what you were doing.

D. PROFESSIONAL, COMMUNITY, AND PUBLIC SERVICE

15. List activities in professional associations, including offices held, committees, awards, honors, and citations (include dates).
16. List your recent activities in civic and charitable organizations, including offices held, awards, honors, and citations (include dates).
17. List all public offices to which you were appointed or elected (include dates served). Have you had any military or other public service? If so, please give details.

E. REQUIREMENT TO COMPLY WITH THE LOUISVILLE CITY CHARTER AND THE LOUISVILLE CITY CODE

If appointed to the bench, you will be required to comply with the provisions of contained in the Louisville City Charter and the Louisville Municipal Code.

18. Do you understand a judge is required to file reports of compensation for quasi-judicial and extra-judicial activities in conformance with the Code of Judicial Conduct?

19. Do you understand that a judge must comply with and is subject to applicable provisions of Louisville City Charter and the Louisville Municipal Code, including but not limited to the provisions of Section 9-3 of the Charter setting forth principles of conduct for City municipal judges?

20. Do you understand that City of Louisville's ethics rules provide that independent contractors who perform official actions on behalf of the City which involve the use of discretionary authority shall not receive any gifts seeking to influence their official actions, that City officers and employees similarly shall not receive such gifts, and that you must abide by the gift restrictions and any other applicable provisions of the City's Code of Ethics?

F. MISCELLANEOUS

21. A Louisville municipal judge is expected to use computer technology for a wide variety of functions including word processing, legal research, case management, e-filing and e-mail. Do you **personally use** a computer for any of the purposes listed above or for similar purposes? If yes, describe the functions you perform and state how frequently you perform each function. If no, state whether you will participate in training to develop and maintain your personal skills in using computer technology.

22. List the names of no more than three individuals whom you have contacted and who have agreed to serve as professional references. If selected as a finalist, we will request you provide at least one letter of reference from someone who has knowledge of your legal work.

23. Please attach a statement not to exceed one page in length, double-spaced, discussing the reasons why you wish to be appointed to this vacancy and the qualities you would bring to the bench if appointed.

G. PROFESSIONAL CONDUCT AND ETHICS

- 24.** Have you ever been disciplined or sanctioned for a breach or possible breach of ethics or unprofessional conduct by the Supreme Court Grievance Committee, the Attorney Regulation Committee, the Presiding Disciplinary Judge, the Colorado Supreme Court, the Commission on Judicial Discipline (including a private letter of admonition, reprimand, or censure), or by any administrative agency or disciplinary committee? If so, please give details.
- 25.** Do you know if any proceeding is pending against you before the Attorney Regulation Committee, the Presiding Disciplinary Judge, the Colorado Supreme Court, or by any administrative agency or disciplinary committee? If so, please give details.
- 26.** Have you ever been convicted (including by plea of guilty or *nolo contendere*) a felony, misdemeanor (including driving under the influence of alcohol or drugs, driving while ability impaired by alcohol or drugs), or a serious moving traffic offense in any jurisdiction within or outside Colorado? If so, please give details.
- 27.** Have you ever been a party to or the subject of, or involved in any other legal proceedings, civil or criminal (excluding dissolution or bankruptcy proceedings and non-moving minor traffic offenses)? If so, please give details.
- 28.** Have you ever been cited for contempt of Court? If so, please give details
- 29.** Is there any circumstance or event in your personal or professional life which, if brought to the attention of the City of Louisville, might tend to affect adversely your qualifications to serve on the Louisville Municipal Court? If so, please explain.
- 30.** Do you currently have a valid Colorado driver's license? If not, please give details.
- 31.** Has your driver's license ever been revoked or suspended? If so, please give details.

H. MISCELLANEOUS INFORMATION

- 32.** Have you ever failed to file your state or federal income tax return? If so, please explain.
- 33.** Have you been found by the Colorado Department of Revenue, IRS, or any other agency or court to have willfully failed to properly disclose your income during the last five years? If so, please give details.
- 34.** Do you owe any unpaid taxes or past-due child support? If so, please explain.

CERTIFICATE OF APPLICANT

I understand the submission of this application expresses my willingness to accept appointment to the position of municipal judge for the City of Louisville, Colorado, and my willingness to abide by the Louisville City Charter and the Louisville Municipal Code, if appointed. I hereby certify that the information given in this application is correct and complete.

Date: _____
Signature of Applicant

Print or Type Name

WAIVER

I grant the City of Louisville, Colorado the right to examine the records of the Attorney Regulation Counsel (formerly maintained by the Supreme Court Grievance Committee) and the records of the Commission on Judicial Discipline. I consent to the release of information by employers, schools, law enforcement agencies, and other authorized personnel to verify the information contained in this application.

Date: _____
Signature of Applicant

Print or Type Name

Applications must be submitted by October 28, 2019.

**SUBJECT: COMMITTEE RECOMMENDATION REGARDING
REAPPOINTMENT OF APPOINTED OFFICIALS**

DATE: SEPTEMBER 27, 2019

PRESENTED BY: MEREDYTH MUTH, CITY CLERK

SUMMARY:

The City Council approved the evaluation process for the City Attorney, Water Attorney, Municipal Judge, and Prosecuting Attorney at their meeting on May 21. Since that time, staff and councilmembers have been completing evaluation forms and appointed officials have completed self-evaluation forms. The evaluation forms are confidential but the final evaluation rating will be public.

The Committee met on September 12 for initial discussions and decided to have interviews with the City Attorney, Prosecuting Attorney, and Municipal Judge. Committee members Loo and Leh met with each appointee and have some feedback to share with the Committee prior to making a recommendation to the City Council. The Legal Committee will need to review the evaluations and following that give a recommendation to City Council regarding reappointments in an executive session October 1.

Should any of the officials not be recommended for reappointment, staff and the committee will need time to complete an RFP process, conduct interviews, and make a recommendation to Council regarding a contract offer for 2020-2021. This will need to be complete by the end of December.

RECOMMENDATION:

Discussion of evaluations and recommendation for City Council.

ATTACHMENT(S):

1. [Link to September 12 Committee Packet](#)