

RESOLUTION NO. 09-89

INTRODUCED BY:

Councilperson Clark

Councilperson Havercroft

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CASTLE PINES NORTH
APPOINTING THE MUNICIPAL COURT JUDGE
AND APPROVING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, Section 13-10-105 of the Colorado Revised Statutes provides for the appointment of municipal judges and substitute judges; and

WHEREAS, the City Council of the City of Castle Pines North wishes to appoint Louis A. Gresh as presiding municipal judge; and


WHEREAS, the City of Castle Pines North and Louis A. Gresh have agreed to the terms and conditions by which Mr. Gresh will preside as the Municipal Judge for the City of Castle Pines North.

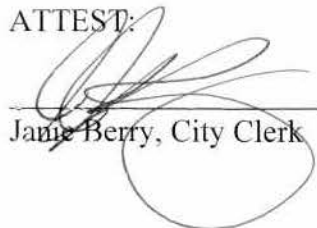
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH, COLORADO:

Section 1. Appointment of Presiding Judge. City Council hereby appoints Louis A. Gresh as Municipal Judge for the City of Castle Pines North for a two year term commencing on January 1, 2010, consistent with Section 3 of Ordinance No. 09-21.

Section 2. Approval. The Professional Services Agreement (Presiding Municipal Judge) in substantially the same form as attached hereto as **Exhibit A** is hereby approved. The Mayor and other proper City officials are hereby authorized to execute the Agreement by and on behalf of the City of Castle Pines North, Colorado.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES NORTH by a vote of five (5) in favor, none against and two (2) absent this 3rd day of December, 2009.


Maureen A. Shul, Mayor

ATTEST:

Jamie Berry, City Clerk

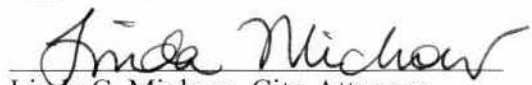
Approved as to form:

Linda C. Michow, City Attorney

EXHIBIT A

PRESIDING MUNICIPAL JUDGE PROFESSIONAL SERVICES AGREEMENT

Exhibit A

**PROFESSIONAL SERVICES AGREEMENT
(Presiding Municipal Judge)**

THIS AGREEMENT ("Agreement") is made this 10TH day of DECEMBER, 2009, by and between **LOUIS A. GRESH** (the "Presiding Municipal Judge") and the **CITY OF CASTLE PINES NORTH, COLORADO**, a statutory municipal corporation of the State of Colorado (the "City").

WHEREAS, the City is authorized by Section 13-10-105, Colorado Revised Statutes, to appoint a Presiding Municipal Judge to preside over the Municipal Court; and

WHEREAS, pursuant to Section 3 of Ordinance No. 09-21, the compensation of the Presiding Municipal Judge shall be in such other terms as set by agreement entered into between the City and the Presiding Municipal Judge or by the City Council resolution appointing the Presiding Municipal Judge (the "Appointment Resolution"), as amended from time to time; and

WHEREAS, the Presiding Municipal Judge desires to accept the appointment under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings set forth in this Agreement, the City and the Presiding Municipal Judge agree as follows:

SECTION 1. Compensation and Benefits. As authorized in the Appointment Resolution, the Presiding Municipal Judge shall be paid the sum of Six Thousand Dollars (\$6,000.00) per annum in monthly installments of Five Hundred Dollars (\$500). The Presiding Municipal Judge shall not be considered an employee subject to the City's personnel code or policies, if any, and therefore the Presiding Municipal Judge shall not be entitled to any of the benefits afforded employees of the City. The Presiding Municipal Judge shall not be entitled to reimbursement of expenses, unless such expenses are approved by the City Council.

SECTION 2. Appointment. The governing body of the City shall appoint such assistant and/or substitute judges as are necessary to assure the efficient operation of the municipal court. Prior to such appointment, the City Council shall solicit the input and suggestion of the Presiding Municipal Judge, as to appropriate candidates for such appointment.

SECTION 3. Administrative Support. The City, through legislative appropriation of funds for operation of the municipal court, shall at all times provide suitable facilities for conduct of the public sessions of municipal court, as well as the administrative functions of the office of clerk of the municipal court. The City shall have the exclusive right to designate the courtroom facilities, and the location of the office of the municipal court clerk. Although the Presiding Municipal Judge shall retain the right to appoint the municipal court clerk, the City Council shall ratify said appointment and ensure that funds are appropriated for such purpose. In addition, the City Council reserves the right to combine functions of a municipal court clerk with a municipal clerk such that the City Manager or City Council (by

majority vote) may designate other duties and responsibilities to the individual serving as municipal court clerk, provided that assignment of such additional duties and responsibilities do not materially impair the efficient operations of the municipal court and the interests of justice.

SECTION 4. Appointment of Municipal Court Clerk. The Presiding Municipal Judge shall, no later than March 1 of each year during the term of the Presiding Municipal Judge's appointment, designate in writing to the City Manager the appointment or reappointment of the municipal court clerk for a one year term. In the event of a vacancy in the office of municipal court clerk, through resignation or otherwise, the Presiding Municipal Judge shall coordinate the solicitation, selection and hiring process through the City administrative staff, provided that the selection of the clerk shall remain in the exclusive discretion of the Presiding Municipal Judge.

SECTION 5. Limited Purpose. This contract is entered into for the limited purposes authorized under Ordinance No. 09-21, and in no manner shall limit or restrict the powers, duties and prerogatives of the Presiding Municipal Judge under applicable statutes or the other ordinances or regulations of the City of Castle Pines North. In the event of such conflict, the offending provision or provisions of this agreement shall be null and void, and entirely severable from the other provisions of this contract.

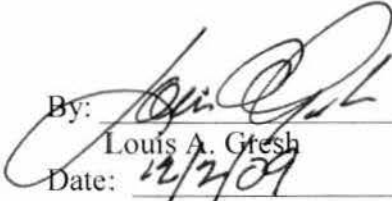
SECTION 6. Term. The Term of this Professional Services Agreement shall be two years, commencing on January 1, 2010, as provided in Section 3 of Ordinance No.09-21. The City may remove Mr. Gresh as provided in Section 13-10-105 C.R.S., as amended from time to time.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor and the Presiding Municipal Judge has signed and executed this Agreement, both in duplication, as of the day and year first above written

CITY OF CASTLE PINES NORTH

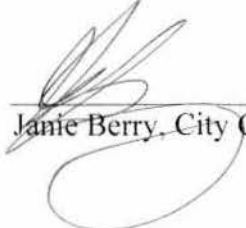
PRESIDING JUDGE:

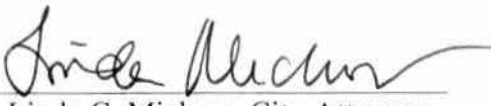
By: 
Maureen A. Shul, Mayor

By: 
Louis A. Gresh
Date: 12/2/09

ATTEST:

APPROVED TO FORM:

By: 
Jamie Berry, City Clerk

By: 
Linda C. Michow, City Attorney