

- SUBJECT: MUNICIPAL JUDGE COMPENSATION**
- i. ORDINANCE NO. 1911, SERIES 2025 – AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING THE SALARY OF THE PRESIDING MUNICIPAL JUDGE – 2nd READING, PUBLIC HEARING (advertised City of Louisville website 12/03/25)**
 - ii. RESOLUTION NO. 104, SERIES 2025 – A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL JUDGE SERVICES AND ESTABLISHING THE COMPENSATION THEREFOR**

DATE: DECEMBER 16, 2025

**PREPARED BY: KATHLEEN KELLY, CITY ATTORNEY
 GENNY KLINE, CITY CLERK**

PRESENTED BY: GENNY KLINE, CITY CLERK

SUMMARY:

The Louisville Municipal Code currently requires compensation for the presiding municipal judge to be set by ordinance. The proposed ordinance amendment will authorize the City Council to set the municipal judge's compensation by resolution, to provide more flexibility to adjust as appropriate.

BACKGROUND / PRIOR DISCUSSIONS:

Section 9-3(c) of the City's Home Rule Charter provides the City Council shall establish the compensation for the presiding municipal judge and each deputy municipal judge, and such compensation shall not be dependent upon the outcome of the matters to be decided by the judge. The Louisville Municipal Code currently establishes the compensation for the presiding municipal judge by ordinance, but the compensation for deputy municipal judges is set by resolution. Compensation for the City Council's other appointees, City Prosecutor, City Attorney, Water Attorney and City Manager, are not set by ordinance. Amending the Code to provide the City Council the authority to establish the presiding municipal judge's compensation by resolution will provide the same flexibility to adjust the compensation as currently exists for other Council appointees.

ANALYSIS:

To facilitate an easier mechanism for adjusting the judge's compensation, the attached ordinance will modify the Code to allow any compensation adjustments to be done by resolution rather than ordinance. Several municipalities allow for a judge's compensation to be set by resolution, including the Town of Erie and the City and County of Broomfield.

Pending the outcome of a performance review, the contract for the presiding municipal judge is set for renewal at the December 16, 2025 Council meeting. The compensation for the presiding judge has not been increased since 2020 and is lower than the compensation he receives from other municipalities that contract with him to provide services.

2025 COUNCIL WORK PLAN:

This item supports Core Services as it is imperative to have and retain a qualified and capable municipal judge to preside over the City's municipal court.

FISCAL IMPACT:

Budgeted?: Yes

The salary for the municipal judge is budgeted every year in Fund 101130-540130.

ALTERNATIVE(S):

The Council may choose not to adopt this ordinance and direct staff to bring back an ordinance to consider an increase in the salary for the municipal judge and take no action on the resolution.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 1911, Series 2025 and Resolution No. 104, Series 2025

ATTACHMENT(S):

1. Ordinance No. 1911, Series 2025
2. Resolution No. 104, Series 2025
3. Agreement for Municipal Judge Services
4. Email from Judge Thrower requesting salary increase
5. Salary Comparison with other Municipalities

**ORDINANCE NO. 1911
SERIES 2025**

**AN ORDINANCE AMENDING CHAPTER 2.12 OF THE LOUISVILLE MUNICIPAL
CODE CONCERNING THE SALARY OF THE PRESIDING MUNICIPAL JUDGE**

WHEREAS, Section 9-3(c) of the Home Rule Charter provides that the City Council shall establish the compensation for the presiding municipal judge; and

WHEREAS, the City Council desires to amend Section 2.12.060 of the Louisville Municipal Code to provide the City Council shall establish the salary of the presiding municipal judge and any deputy municipal judges by resolution.

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

Section 1. Section 2.12.060 of the Louisville Municipal Code is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

Sec. 2.12.060 Compensation.

The presiding municipal judge ~~shall receive as full compensation for the judge's services a yearly salary of \$33,600.00 payable on a monthly basis of \$2,800.00 per month, effective March 1, 2020. Each and each~~ deputy municipal judge shall receive compensation for such ~~deputy~~ municipal judge's services as is set by City Council resolution.

Section 2. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares it would have passed and approved this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

**INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED** this 2nd day of December 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

**PUBLIC HEARING AND SECOND READING WILL BE THE 16th DAY OF
DECEMBER 2025, AT 6:00 P.M. AT LOUISVILLE CITY HALL, 749 MAIN STREET,
LOUISVILLE, CO 80027.**

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 16th day of
December 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

APPROVED AS TO FORM:
Kelly PC

Kathleen M. Kelly, City Attorney

**RESOLUTION NO. 104
SERIES 2025**

**A RESOLUTION APPROVING AN AGREEMENT FOR MUNICIPAL JUDGE
SERVICES AND ESTABLISHING THE COMPENSATION THEREFOR**

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

WHEREAS, David J. Thrower is a duly licensed attorney in the State of Colorado who has served as the presiding municipal judge in the Louisville Municipal Court, and is available to continue serving in such capacity; and

WHEREAS, the proposed Agreement for Municipal Judge Services, a copy of which accompanies this resolution, appoints Mr. Thrower as the Presiding Municipal Judge, to serve until December 31, 2027; and

WHEREAS, by Ordinance No. 1911 adopted on December 16, 2025, the City Council amended the Louisville Municipal Code to provide the Presiding Municipal Judge shall receive such compensation as is set by City Council resolution; and

WHEREAS, the City Council desires by this resolution to approve the proposed Agreement for Municipal Judge Services and set the compensation therefor.

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

Section 1. The proposed Agreement for Municipal Judge Services (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement that accompanies this Resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement on behalf of the City Council, and the Mayor is further authorized to negotiate and approve such revisions to the 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 Agreement are not altered.

Section 3. As compensation for such services, the Presiding Municipal Judge shall receive \$3,200.00 per month

PASSED AND ADOPTED this 16th day of December 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

AGREEMENT FOR MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2025, by and between the CITY OF LOUISVILLE, a Colorado home rule municipal corporation (the “City”) and DAVID J. THROWER, 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, David J. Thrower 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 David J. Thrower as presiding municipal judge of the Louisville Municipal Court, for a term expiring December 31, 2027.

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

1. Appointment. The City Council hereby appoints David J. Thrower 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 January 1, 2026. Pursuant to Section 9-3(b) of the Louisville Home Rule Charter, such term shall expire December 31, 2027.

3. Services. The Presiding Judge shall preside over the regularly-scheduled sessions of the Louisville Municipal Court (approximately 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 Section 2.32.050 of the Louisville Municipal Code, the Presiding Judge shall receive as full compensation for the Presiding Judge's services an amount set by resolution of the City Council, which for the term of this Agreement shall be \$3,200.00 per month. 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.

c. ***Appointed Official.*** Notwithstanding the independent nature of the agreement between the parties, it is agreed that pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* (the "CGIA") or any other provision of law, the Judge is an appointed official of the City entitled to any and all benefits of law pertaining to judicial and sovereign immunity and to coverage by the City's insurance applicable to persons holding such a position for claims brought against them in their official capacity or arising out of their performance of official duties as described herein, in accordance with the terms, conditions, limits, and exclusions of such insurance as in effect from time to time.

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 constructed 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 2026 budget sufficient funds for the payment of all amounts due, or which may be due hereunder in the 2026 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: _____
Christopher M. Leh, Mayor

Date: _____

ATTEST:

Genny Kline, City Clerk

David J. Thrower

Date: _____

Genny Kline

From: David Thrower [REDACTED]
Sent: Friday, November 7, 2025 8:25 AM
To: Genny Kline
Subject: Re: Contract with City of Louisville

[EXTERNAL EMAIL] From outside of City of Louisville DO NOT CLICK links or attachments unless you validate the sender and know the content is safe.

Good Morning:

I do not recall ever receiving a raise either during my brief time as Acting Judge in 2019 or when I was appointed Presiding in 2020 as you reference. I think the compensation may still be the same as what Judge Wheeler was paid. I received raises from neighboring courts somewhat regularly and would request an increase to \$3200/month. Louisville is one of my larger courts, but for comparison I receive \$3500 from Castle Rock, 3000 from Superior, 2000 from Mead and Estes Park (1/2 day, once a month), and just received a raise in Dacono to 1500 for a morning only court.

I look forward to reviewing the proposed agreement. Thank you Genny.

Best,
David J. Thrower



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Louisville Municipal Judge
Salary Comparison with Other Municipalities
December 16, 2025

Municipality	Salary	Notes
Castle Rock	\$ 3,500.00	1.5 days per month
Superior	\$ 3,000.00	1 day per month
Mead	\$ 2,000.00	1 day per month-evening
Estes Park	\$ 2,000.00	1/2 day, once per month
Dacono	\$ 1,500.00	1/2 day, once per month

Louisville	\$ 2,800.00	Current Salary
Louisville	\$ 3,200.00	Proposed Salary