



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Randi Gallivan, Deputy Town Clerk

DATE: February 17, 2022

RE: Municipal Judge Agreement Renewal

**DISCUSSION:**

Attached for Board consideration is the renewal Agreement for Kevin Sidel to remain as the Town of Foxfield Municipal Judge. There are no changes to the contract terms other than the date. The remuneration will remain at \$250/month.

**RECOMMENDED MOTION:**

*"I move to extend the Agreement with the Municipal Judge for two years, until December 31, 2023.*

**ATTACHMENTS:**

Exhibit A: Agreement for Municipal Judge



THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Town of Foxfield, a Colorado statutory town (the "Town"), and KEVIN SIDEL ("Judge Sidel").

**RECITAL**

**S:**

A. The Board of Trustees has determined to re-appoint Judge Sidel as the Municipal Judge of the Town of Foxfield pursuant to C.R.S. § 13-10-105, and desires to set the salary of Judge Sidel pursuant to C.R.S. § 13-10-107.

B. Judge Sidel desires to accept the appointment as Municipal Judge, and the salary contained herein.

NOW, THEREFORE, it is hereby agreed that, for the consideration hereinafter set forth, Judge Sidel shall be re-appointed as Municipal Judge of the Town of Foxfield.

**I.  
TERM**

Judge Sidel is hereby re-appointed for an additional two (2) year term, which ends on February 1, 2024.

**II.  
COMPENSATION**

As set forth in Ordinance 03-2011, enacted pursuant to C.R.S. § 13-10-107, the annual salary for Judge Sidel shall be three thousand dollars (\$3,000.00) per year. The parties further agree to review the compensation stated herein at the end of the calendar year. In addition, in the event that Judge Sidel performs judicial services for the Foxfield municipal court in excess of twenty-four (24) hours during any calendar year in which this Agreement is in effect, such hours in excess of twenty-four (24) shall be compensated at a rate of Sixty-Five Dollars (\$65.00) per hour. In the event Judge Sidel is absent more than six percent (6%) of the scheduled municipal court sessions during any calendar year in which this Agreement is in effect, the Town may reduce the compensation described herein by the percentage of the municipal court sessions missed by Judge Sidel or terminate this Agreement for cause.

The Town and Judge Sidel agree to an annual review of the compensation set forth in this Agreement.

**III. COMPLIANCE WITH**  
**LAW**

Nothing herein shall be deemed to create any additional terms, conditions or obligations of employment in addition to those provided for in Article 10 of Title 13 of the Colorado Revised Statutes, nor is anything herein intended to change the nature of the Municipal Judge as an appointed position under Article 10 of Title 13 of the Colorado Revised Statutes; rather, this Agreement is simply intended to memorialize the term and salary of the Municipal Judge as required by the applicable law.

**IV. EFFECTIVE DATE**

The effective date of this Agreement is February 1, 2022.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate, as of the date first above written.

**TOWN OF FOXFIELD**

By: \_\_\_\_\_  
Lisa Jones, Mayor

ATTEST:

\_\_\_\_\_  
Randi Gallivan, Town Clerk

**KEVIN SIDEL**

\_\_\_\_\_

STATE OF COLORADO                   )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kevin Sidel.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public