

Julia/Judy,

Can you tell me when the "deputy judge" was appointed and/or reappointed? Also, what is the compensation for the deputy judge?

Troy Krenning

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Dear Mayor and City Council,

As a follow up to the questions related to the Deputy Judge I wanted to provide Council with the following information:

- The current hourly rate for the Deputy Judge is \$75.00/hr
- According to our payroll records the Deputy Judge has worked on 14 different occasions totaling 45.75 hours since January 18, 2013.

Thank you,

Julia Holland  
Julia,

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Thank you. It's my opinion that the deputy judge has been sitting without council authority and in conflict with the Charter. Our Charter authorizes appointment of a presiding judge and deputy judges as necessary. However, it requires all judges to be appointed by 2/3 of the Council for a two year term. I doubt [REDACTED] has ever been properly appointed and reappointed in accordance with the Charter.

At some point, and it doesn't have to be Monday, I'd like to learn who made the decision to hire a deputy judge and what process was used.

On a bigger scale if my assessment is correct and indeed [REDACTED] has sat as a judge lacking proper authority I may ask our City Attorney to review every case he sat on and offer an opinion about any decision he has made. Although we are talking about municipal court, if he accepted pleas or rendered verdicts I suspect each and every one of those decisions could either be void or voidable. This could be a real mess.

And, unless and until we can make a determination that [REDACTED] standing as a deputy judge is lawful I think his status as a deputy judge should be suspended.

[REDACTED]

Please do not expend any additional time over the weekend working on my issues, the weather is much too nice to spend time inside working!

Thank you,

Troy Krenning

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Julia,

Thank you for researching this. I have a number of concerns regarding this issue:

1. I do not believe that the City Manager can usurp the authority of the Council and execute an agreement that allows a municipal judge to remain in office for longer than a two year period. Even if a prior Council reviewed and approved the contract that has now been presented concerning [REDACTED], I do not believe a prior Council can authorize execution of an agreement that essentially ties the hands of subsequent Councils.

Why is Cahill executing this agreement? All judges, whether presiding or deputy are employees of the Council not Cahill. Any agreement should have been executed by the Mayor or other designee of the Council, similar to the agreement we are preparing to execute with the new City Attorney.

The Charter is clear that a judge must be appointed for a two year term and then reappointed to renewed two year terms at the will of the Council. The effect of this so-called contract executed by Cahill is that the Deputy Judge remains in office indefinitely and can only be removed by appointing a successor. In other words, the only way to remove [REDACTED], according to the agreement executed by Mr. Cahill is to hire a replacement. What if the Council elects NOT to appoint another Deputy Judge, does [REDACTED] then serve until he resigns or dies? That's not unheard of I guess but those judgeships are for Article III Federal judges. This agreement should be terminated immediately.

I would like the City Attorney to offer the Council an opinion regarding the strength of this contract and the continued employment of Packard without Council authority. Again, it is my belief that [REDACTED] should be disallowed from conducting any aspect of employment as a deputy judge and all City property and access should be denied immediately.

2. I believe that [REDACTED] has been acting *ultra vires* since his term expired. and was also doing so for the period where he was operating without authority in the years prior to the resolution in 2011. I fail to see how a Council can authorize a resolution that makes a retroactive appointment of a deputy municipal judge. This has the distinct smell of a CYA action after someone realized that [REDACTED] was acting as a judge without proper authority.

Any action that he took, and it appears he took some based upon your review of the payroll records and the disclosure that he was without proper appointment for some years, is now suspect. I would like to ask the City Attorney to review all cases that [REDACTED] was involved in and provide a report concerning who the Defendants were and what actions [REDACTED] took.

If the City Attorney's office participated in pleas or convictions of people who appeared before [REDACTED] then I believe the City Attorney should request that the Council appoint outside counsel to review this matter.

I would also like to ask the City Attorney to provide an opinion regarding the status of [REDACTED], acting as a deputy judge, beyond his term expiration last January.

3. Lastly, please advise if a similar "agreement" exists with [REDACTED].

As always, thank you for your attention to my concerns.

**Troy D. Krenning**

City of Loveland, Colorado

Council Member-Ward 1

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Judy,

This would be best described as the "cover up" option and I will not support it; in fact I will loudly oppose it. As you have pointed out in paragraph 4 of your email below, if challenged.....I AM CHALLENGING IT. I'm not waiting for a citizen to bring a challenge against an action that is illegal by the City and for which no citizen is likely to ever know. Please consider this the challenge you have referenced below.

This situation is almost square with the situation where the City went back and retroactively approved the building permit for the neighbor of [REDACTED] that has now brought us so much anguish. At what point do we stop looking for ways to fix (cover up) our mistakes and simply admit them and then deal with them? I know that the policy of the City seems to be that the City is always right. This is not a policy that I share in or support.

As I previously stated, I want the City to:

1. Immediately suspend [REDACTED];
2. Immediately notify [REDACTED] that the "two years or until a replacement" language is invalid and he should not rely on it past the expiration of his two year term.
3. Appoint special counsel to go back and research what actions have been taken by [REDACTED] and report to the Council.

If [REDACTED] want to challenge the validity of their respective contracts then they should seek counsel and go for it. That portion of their contract is severable and the City should defend the citizens, NOT [REDACTED].

I'm not terribly concerned about protecting the City, I'm more worried about protecting the integrity of our charter and our municipal court. I am also very interested in protecting the rights of all citizens who may have appeared in front of [REDACTED] and either entered a plea, been sentenced or had any other substantive action taken against them. Although unlikely, the City should hope that [REDACTED] did not put someone in jail or impose a fine since his term expired.

I suspect that the City Attorney's office is not able to conduct this inquiry as it is conflicted. I can't imagine any action taken by [REDACTED] that did not also have an appearance of an assistant city attorney involved. Maybe we will get lucky and the only thing that [REDACTED] did was set new court dates, that would be [REDACTED] as you have described. But if he took a plea or imposed a sentence, I strongly object that such actions would be [REDACTED] and should be vacated and the citizen notified.

I guess I would be a little more understanding if this were a one time situation regarding the failure to reappoint [REDACTED] but for goodness sake, it has occurred three times in his tenure! Who in the hell's job is it to see that after the first time this occurred it did not occur a second and now third time! I also want to know who drafted this language approving two years or until replaced?

No way should we appoint [REDACTED] to a NEW two year term, retroactive to last January in order to not only cover up, but abolish the improper (illegal but I don't want to overstate it) language concerning "until replaced."

[REDACTED]

As asked by Cslr McKean, why is this tagged a confidential?

**Troy D. Krenning**  
City of Loveland, Colorado  
Council Member-Ward 1