



## **AGENDA**

### **TOWN OF DOLORES COLORADO**

### **BOARD OF TRUSTEES MEETING**

**JANUARY 10<sup>TH</sup>, 2022 6:30 P.M.**

**THE MEETING WILL BE HELD AT TOWN HALL 420 CENTRAL AVENUE. A MASK WILL BE REQUIRED.**

**IF YOU WISH TO ATTEND VIRTUALLY, PLEASE VISIT THE TOWN WEBSITE UNDER GOVERNMENT TOWN BOARD MEETING FOR THE ZOOM LINK**

**<https://townofdolores.colorado.gov>**

#### **1. CALL TO ORDER**

#### **2. PLEDGE OF ALLEGIANCE**

#### **3. ROLL CALL**

#### **4. ACTION/APPROVAL OF THE AGENDA**

#### **5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.**

**6. CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [tammy@townofdolores.com](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

#### **7. ACTION/APPROVAL OF THE CONSENT AGENDA:**

**7.1 Minutes** from the December 13<sup>th</sup>, 2021, meeting

**7.2 Proceedings** for the month of December 2021.

#### **8. REMOVED CONSENT AGENDA ITEMS:**

#### **9. SPECIAL LICENSES/PERMITS**

#### **10. STAFF REPORTS/PRESENTATIONS:**

(For the record The Clerk, Building Official, and Public Works have submitted reports to the packet).

**10.1 Discussion/Action:** Appointment of Municipal Court Judge

**10.2 Sheriff's Report:** Sheriff Steve Nowlin

**10.3 Managers Report:** Manager Ken Charles

**10.4 Attorney's Report:** Attorney Jon Kelly

**10.5 Treasurer's Report:** Treasurer Tricia Gibson

**11. BOARD/COMMISSIONS:**

**11.1 Parks/Playground Advisory Committee**

**11.2 Planning and Zoning Committee**

**12. OUTSIDE ORGANIZATIONS:**

**12.1 Chamber of Commerce:** Susan Lisak

**12.2 Montezuma County Commissioner:** Jim Candelaria

**13. PUBLIC HEARINGS:**

**14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:**

**14.1 Action/Approval Resolution R466 Series 2022:** A Resolution approving the IGA of participating Local Governments and Authorizing the Mayor to execute the agreement on behalf of the Town.

**14.2 Action/Approval Resolution R467 Series 2022:** A Resolution designating Public Place for Posting Public Notices in compliance with the Colorado Sunshine Act of 1972.

**15. ADMINISTRATIVE BOARD BUSINESS:**

**15.1 Discussion/Review the RFP for Joe Rowell Park**

**15.2 Discussion** of annexation and zoning designation of Town owned property.

**16. TRUSTEES REPORTS AND ACTIONS:**

**16.1 Comments/Discussion** on Land Use Code update.

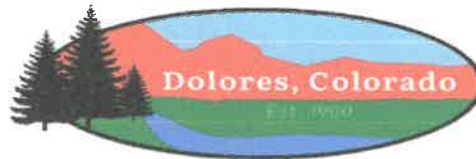
**17. ITEMS FOR JANUARY UPCOMING MEETINGS:**

**17.1** Workshop for Strategic Planning on January 17<sup>th</sup>, 2022, at 6:30 p.m.

**17.2** Board Meeting January 24<sup>th</sup> at 6:30 p.m.

**A.** Possible Public Hearing for Spirit in the Sky Retail Liquor Store License

**18. ADJOURNMENT:**



## AGENDA

**TOWN OF DOLORES COLORADO**

**BOARD OF TRUSTEES MEETING**

**DECEMBER 13<sup>TH</sup>, 2021 6:30 P.M.**

**THE MEETING WILL BE HELD AT TOWN HALL 420 CENTRAL AVENUE.**

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<https://townofdolores.colorado.gov>

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. ACTION/APPROVAL OF THE AGENDA**

**5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.**

**6. CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [tammy@townofdolores.com](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

**7. ACTION/APPROVAL OF THE CONSENT AGENDA:**

**7.1 Minutes** from the November 8<sup>th</sup>, 2021, meeting

**7.2 Minutes** from the November 22<sup>nd</sup>, 2021, meeting

**7.3 Proceedings** for the month of November 2021

**7.4 Cancellation** of the December 27<sup>th</sup>, 2021, meeting.

**8. REMOVED CONSENT AGENDA ITEMS:**

## **9. SPECIAL LICENSES/PERMITS**

### **10. STAFF REPORTS/PRESENTATIONS:**

(For the record The Clerk, Building Official, and Public Works have submitted reports to the packet).

**10.1 Sheriff's Report:** Sheriff Steve Nowlin

**10.2 Managers Report:** Manager Ken Charles

**10.3 Attorney's Report:** Attorney Jon Kelly

**10.4 Treasurer's Report:** Treasurer Tricia Gibson

### **11. BOARD/COMMISSIONS:**

**11.1 Parks/Playground Advisory Committee**

**11.2 Planning and Zoning Committee**

### **12. OUTSIDE ORGANIZATIONS:**

**12.1 Chamber of Commerce:** Susan Lisak

**12.2 Montezuma County Commissioner:** Jim Candelaria

### **13. PUBLIC HEARINGS:**

**13.1 Ordinance 556 Series 2021.** An Ordinance repealing and reenacting Article V.J (pertaining to Ridgeline Hazard Standards), Article I.I (pertaining to vested property rights), and Article V.I (pertaining to procedures) of the Dolores Land Use Code and certain sections of Chapter 2.08 (pertaining to the Planning and Zoning Commission) of the Dolores Municipal Code.

### **14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:**

**14.1 Action/Approval Ordinance 556 Series 2021** second and final reading.

**14.2 Resolution R461 series 2021:** A Resolution setting the 2022 Budget Year Tax Levies. This is a certification for the County to assess tax levies in the Town of Dolores, whereas Resolution 463 fulfills the state's requirement to set the mill levy for the purposes of TABOR and C.R.S. 39-1 111.5 as amended.

**14.3 Resolution R462 series 2021:** A Resolution summarizing expenditure and revenues for each fund, adopting a budget (exhibit B) for the Town of Dolores, Colorado for the calendar year beginning on the first day of January 2022 and ending on the last day of December 2022, and the appropriation of such funds.

**14.4 Resolution R463 series 2021:** Notice to Set 2022 Mill Levy. A resolution levying property taxes for the year 2022 to help defray the costs of Government for the Town of Dolores Colorado for the 2022 Budget Year.

**14.5 Resolution R464 series 2021,** a Resolution of the Town of Dolores authorizing a Mail Ballot Election on April 5, 2022, and setting forth other details relating thereto

**A. Action/Approval:** IGA with Montezuma County Clerk for the April 5<sup>th</sup>, 2022, Election.

**14.6 Resolution R465 series 2021.** The 2022 Contract for Law Enforcement service between Montezuma County Board of Commissioner, the Montezuma County Sheriff's Office, and the Town of Dolores.

**15. ADMINISTRATIVE BOARD BUSINESS:**

**15.1 Action/Discussion Dolores Fire Dept,** land leased by the Fire Dept.

**15.2 Action/Approval for** Town Manager begin solicitation process for Municipal Judge appointment.

**16. TRUSTEES REPORTS AND ACTIONS**

**17. ITEMS FOR JANUARY 10<sup>TH</sup> 2022 MEETING:**

- Public hearing for a retail liquor store

**18. ADJOURNMENT:**

**MINUTES**  
**TOWN OF DOLORES COLORADO**  
**BOARD OF TRUSTEES**

**DECEMBER 13<sup>TH</sup>, 2021 6:30 P.M.**

**FOR THE RECORD, THE MEETING WAS HELD BOTH LIVE AND VIRTUALLY. DUE TO TECHNICAL DIFFICULTIES THE MEETING FAILED TO BE RECORDED.**

**1. CALL TO ORDER:** Mayor Wheelus called the meeting to order at 6:48 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL:** Board Members present: Mayor Chad Wheelus, and Trustee's Jen Stark, Duvall "Val" Truelsen, Sheila Wheeler, Tracy Murphy, and appearing Trustee's Andy Lewis, and Melissa Watters.

**3.1 Staff Present:** Manager Ken Charles, Clerk Tammy Neely, Building Official David Doudy, Attorney Jon Kelly, and Sheriff Steve Nowlin. Appearing Treasurer Tricia Gibson and Public Works Director Randy McGuire.

**4. ACTION/APPROVAL OF THE AGENDA:** *Trustee Murphy moved to approve the agenda, seconded by Trustee Truelsen. Mayor Wheelus asked for the agenda to be amended because of the technical problems and late start, he requested that items 10, 11, and 12 be removed from the agenda. Trustee Murphy Moved to approve the agenda as amended removing items, 10, 11, and 12 from the agenda, seconded by Trustee Truelsen. Motion was approved unanimously.*

**5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST:** None stated.

**6. CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email , to the Town Clerk at [tammy@townofdolores.com](mailto:tammy@townofdolores.com) any time before the dated Board meeting.

**6.1 Rachel Vass 204 S. 5<sup>th</sup> Dolores** addressed the Board concerning the house size in the Land Use Code. She stated that the lot size could be smaller to promote better parking, and environmentally friendly.

**7. ACTION/APPROVAL OF THE CONSENT AGENDA:**

**7.1 Minutes** from the November 8<sup>th</sup>, 2021, meeting.

**7.1 Minutes from the November 22<sup>nd</sup>, 2021, meeting**

**7.3 Proceedings for the month of November 2021.**

**7.4 Cancellation of the meeting for December 27<sup>th</sup>, 2021.**

*Trustee Stark moved to remove item 7.2 the minutes of the meeting for November 22<sup>nd</sup>, 2021, for reasons that she was absent, seconded by Trustee Murphy. Motion passed.*

**8. REMOVED CONSENT AGENDA ITEM:**

*Item number 7.2 the minutes of November 22<sup>nd</sup>, 2021: Trustee Murphy move to approve the Minutes for the meeting of November 22<sup>nd</sup>, 2021, seconded by Trustee Truelsen. Motion passed by six yes and one no votes.*

**9. SPECIAL LICENSES/PERMITS: None**

**10. STAFF REPORTS/PRESENTATIONS**

Removed from the Agenda

**11. BOARDS/COMMISSIONS:**

Removed from the Agenda

**12. OUTSIDE ORGANIZATIONS**

Removed from the Agenda

**13. PUBLIC HEARINGS:**

**13.1 Ordinance 556 Series 2021:** An Ordinance repealing and reenacting Article V.J (pertaining to Ridgeline Hazards and Standards), Article I.I (pertaining to vested property rights), and Article V.I (pertaining to procedures) of the Dolores Land Use Code and certain sections of Chapter 2.08 (pertaining to the Planning and Zoning Commission) of the Dolores Municipal Code.

Mayor Wheelus opened the hearing for comment from the Trustees and public. Consultant Elizabeth Garvin stated that there was a great deal of time spent on this Ordinance. Comments for the Ordinance upon approval came from Manager Charles, Attorney Kelly, Trustee Stark, and Trustee Wheeler. No public comment was given. Mayor Wheelus closed the hearing.

**14. ACTION/APPROVAL ORDINANCES/RESOLUTIONS:**

**14.1 Action/Approval of Ordinance 556 Series 2021 second and final reading:** *Trustee Truelsen moved to approve Ordinance 556 Series 2021, seconded by Trustee Murphy. Motion approved by a six yes and one no vote.*

**14.2 Resolution R461 series 2021:** A Resolution setting the 2022 Budget year Tax Levies. This is a certification for the County to assess tax levies in the Town of Dolores, whereas Resolution R463 fulfills the states requirement to set the mill levy for the purpose of TABOR and CRS 39-1-111.5 as amended. *Trustee Truelsen moved to approve Resolution R461 series 2021, seconded by Trustee Stark. Motion approved unanimously.*

**14.3 Resolution R462 series 2021:** A Resolution summarizing expenditures and revenues for each fund, adopting a budget (exhibit B) for the Town of Dolores Colorado for the calendar year beginning on the first day of January 2022 and ending on the last day of December 2022, and the appropriation of such funds.

Treasurer Gibson introduced the Resolution by stating that it was introduced in previous meetings/workshop and reviewed five times, there was no further information, but would answer questions.

Trustee Wheeler commented that she attended a Chamber meeting and wanted to clear up a rumor going around with regards to a budget item for contributions to the Chamber. It was alleged by the Director that the budget item for the Chamber was deleted down to zero. It was also alleged that Trustee Wheeler made the remark, she did not agree with the statement that was made. She wanted to clarify that it was rumor, and for the record it was the Director of the Chamber of Commerce that made the comment.

Trustee Murphy thanked the Staff for their hard work on the budget and throughout the year, she remarked things getting done that people are not aware of. The Staff accomplished so much. She said that the Public needed to be aware of that. Manager Charles suggested that the Budget message be sent to citizens.

Trustee Stark suggested a potential application process for contributions for next year's budget. She has had concern and strife in addressing comments the Board has received, about the Chamber. She did not want to hold up the budget over it. She stated she was sincere in wanting to see a different process. She requested the staff be very diligent on the matter. Manager Charles replied to the donation process will be brought back in the near future.

Mayor Wheelus agreed with Trustee Stark, he stated the budget should not get held up on one line item of \$5000.00.

*Trustee Murphy moved to approve Resolutions R463 series 2021, seconded by Trustee Wheeler. Motion approved unanimously.*

**14.4 Resolution R463 series 2021:** Notice to set 2022 Mill Levy. A resolution levying property taxes for the year 2022 to help defray the costs of government for the Town of Dolores Colorado for the 2022 budget year. Treasure explained the resolution.



*Trustee Murphy moved to approve resolution R463 series 2021, to set the 2022 mill levy, seconded by Trustee Wheeler. Motion approved unanimously.*

**14.5 Resolution R464 Series 2021:** A Resolution of the Town of Dolores authorizing a Mail Ballot Election on April 5<sup>th</sup>, 2022, and setting forth other details relating thereto:

**A. Action/Approval:** IGA with Montezuma County Clerk for the April 5<sup>th</sup>, 2022, Election.

*Trustee Truelsen moved to approve Resolution R464 series for a mail ballot election, and for an IGA with the Montezuma County Clerk for the 2022 election, seconded by Trustee Murphy. Motion approved unanimously.*

**14.6 Resolution R465 series 2021:** The 2022 Contract for Law Enforcement service between Montezuma County Board of Commissioners, the Montezuma County Sheriff's Office, and the Town of Dolores.

Manager Charles commented that the contract is the same as in previous years, it does include additional deputies for the summer season and events. He briefly went through the contract in which enforces the Town Ordinances and the Model Traffic Code. The Town agrees to pay the County \$200,000.00 which is the amount in the previous contracts. He commented that the actual expenses are less than the \$200,000.00. The final projected expense for the year 2021 was approximately \$166,000.00. A greater expenditure should be expected in 2022 because of the additional deputy expenses and operational expenses.

Sheriff Steve Nowlin commented that the goal is to keep expenses down as much as possible. The benefits are to the County and Town, as it allows the Sheriff to work outside the Town, as well in town and it works.

Trustee Stark asked for a way to maintain a tracking system or provide information to the future Board members. What kind of activity outside of the contract to show data down the road? The Sheriff stated the Board will get an increase in dispatch fees. Dispatch has become a problem. He informed when extra patrols that are inside the town has to change because of the address system for inaccurate dispatch. The population and amount of people visiting increasing therefore demanding more patrol units. The biggest costs are training and equipment, in which he usually applies for grants. He mentioned concerns for the Community Center and events held on the premise. *Trustee Truelsen moved to approve Resolution R465 Series 2021, the Sheriff's Contract for 2022, seconded by Trustee Murphy. Motion passed unanimously.*

## **15. ADMINISTRATIVE BOARD BUSINESS:**

**15.1 Action/Discussion Dolores Fire Dept:** The Board discussed a request by the Dolores Fire Protection District (DFPD). Manager Charles explained that the Bureau of

Reclamation transferred a parcel of property to the Town, that the DFPD is leasing currently. There is a 99-year lease to the DFPD, and they request that it be deeded to the DFPD. The Board agreed they would visit the request again when there is more information concerning the lease and deed to the property.

**15.2 Action/Approval** cancelation of the December 27<sup>th</sup> meeting. No action taken.

**15.3 Action/Approval** for the Town Manager to begin a solicitation process for a Municipal Judge appointment. Manager Charles informed the Board that current Judge James Shaner is retiring, and the Town will need to find a replacement. Attorney Kelly stated the requirement would need to be a licensed attorney, if no licensed attorney can be found then anyone could apply. He stated there is no statutory limits for municipal judge. Attorney Kelly suggested that it be advertised on the Local Bar Association website. The Board requested information to be present at the next meeting (January 10<sup>th</sup>, 2022).

**16. TRUSTEES REPORTS AND ACTIONS:** No reports given

**17. ITEMS FOR THE JANUARY 10<sup>TH</sup> 2022 MEETING:**

**17.2** Public hearing for a retail liquor license.

**18. ADJOURNMENT:** Mayor Wheelus adjourned the meeting at 9:06 p.m.

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Mayor Chad Wheelus

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Town Clerk Tammy Neely

# TOWN OF DOLORES

## Check Register

### Reporting All Cash Accounts

From: 12/1/2021

To: 12/31/2021

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Cntk
26345		12/10/2021		ALSCO	LFAR1074672		\$363.76	
26346		12/10/2021		ATA&T MOBILITY	287297557507x11282021		\$207.85	
26347		12/10/2021		AXIS HEALTH CARE	CONTRIBUTION 2021	2021 CONTRIBUTION	\$250.00	
26348		12/10/2021		TRISHA COBERLY	6		\$50.00	
26349		12/10/2021		DOLORES CHAMBER OF COMMERCE	2021 CONTRIBUTION	2021 CONTRIBUTION	\$5,000.00	
26350		12/10/2021		ROTARY CLUB OF DOLORES	HOLIDAY LIGHTS 2021		\$500.00	
26351		12/10/2021		FOUR CORNERS RECYCLING INITIATIVE	CONTRIBUTION 2021	2021 CONTRIBUTION	\$1,500.00	
26352		12/10/2021		FLYERS ENERGY, LLC	CFS-2820990		\$691.14	
26353		12/10/2021		FOUR CORNERS WELDING	GR 162320		\$242.00	
26354		12/10/2021		IMAGENET CONSULTING LLC	INV25704		\$172.00	
26355		12/10/2021		JON LEWIS KELLY, P.C.	DECEMBER12021		\$2,587.50	
26356		12/10/2021		KIMBALL MIDWEST	9425322		\$129.56	
26357		12/10/2021		LOCAL FIRST	2021 CONTRIBUTION	SOUTHWEST HEALTH ALLIANCE 2021 CONTRIBUTION	\$500.00	
26358		12/10/2021		MONTENZUMA COUNTY TRANSPORTATION	2021 CONTRIBUTION	2021 CONTRIBUTION	\$800.00	
26359		12/10/2021		NETFORCE PC, INC.	CW-30652		\$2,141.09	
26360		12/10/2021		PARKERS WORKPLACE SOLUTIONS	802662-00		\$242.82	
26361		12/10/2021		QUADIENT LEASING USA, INC.	N9142185	COVERAGE PERIOD 12/17/21 - 3/16/2022	\$249.24	
26362		12/10/2021		SLAVENS, INC.	327553		\$20.99	
26363		12/10/2021		SUPERIOR AUTO SUPPLY CO	NOVEMBER282021		\$1,641.14	
26364		12/10/2021		UTILITY NOTIFICATION CENTER	221110445		\$11.88	
26365		12/10/2021		WASTE MANAGEMENT OF NM	0384462-4889-0		\$27.72	
26366		12/15/2021		AMPSTUN CORPORATION	INV-3617	2022 RENEWAL	\$3,625.00	
26367		12/15/2021		CATERPILLAR FINANCIAL SERVICES COR	31732619		\$3,906.69	
26368		12/15/2021		COLORADO MUNICIPAL LEAGUE	DECEMBER12021	2022 RENEWAL	\$739.00	
26369		12/15/2021		CONNIE GILES ARCHITECTURE, INC	DECEMBER102021	PRELIMINARY BATHROOM DESIGN	\$2,025.00	
26370		12/15/2021		DOLORES STATE BANK	DECEMBER262021		\$2,034.14	
26371		12/15/2021		DOLORES GENERAL STORE	DECEMBER42021		\$207.04	
26372		12/15/2021		BALLENTINE COMMUNICATIONS	14729		\$256.62	
26373		12/15/2021		FASTENAL COMPANY	COBAY68239		\$339.71	
26374		12/15/2021		FRALEY PROPANE, LLC	FP-166895		\$537.97	

\* Indicates Out Of Sequence Check Number

## TOWN OF DOLORES

## Check Register

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Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
26375		12/15/2021		IRON MEGAN METALWORKS	DECEMBER132021		\$2,407.50	
26376		12/15/2021		Kenneth Charles	DECEMBERRENT		\$800.00	
26377		12/15/2021		LEPEW PORTA JOHNS, INC	2021-11-104		\$505.00	
26378		12/15/2021		MCSTONE AGGREGATES, LLC	2081		\$2,480.10	
26379		12/15/2021		MONTENZUMA COUNTY SHERIFFS OFFICE	DECEMBER12021		\$12,795.95	
26380		12/15/2021		MUNICODE	00367701	12/1/21 TO 11/30/22 SUBSCRIPTION	\$575.00	
26381		12/15/2021		SAN JUAN BASIN PUBLIC HEALTH DEPAR	2042		\$106.00	
26382		12/17/2021		CENTURYLINK	DECEMBER82021		\$145.24	
26383		12/17/2021		EMPIRE ELECTRIC ASSOCIATION	DECEMBER7A2021	SOLAR GROUP BILL	\$670.52	
26384		12/17/2021		EMPIRE ELECTRIC ASSOCIATION	DECEMBER72021	GROUP BILL	\$3,701.72	
26385		12/17/2021		FASTTRACK COMMUNICATIONS, INC.	DECEMBER12021		\$827.50	
26386		12/17/2021		FLYERS ENERGY, LLC	CFS-2831296		\$84.25	
26387		12/17/2021		PROFESSIONAL GARAGE DOOR	17341		\$1,148.34	
26388		12/17/2021		MUNICODE	00367700	MYMUNICODE 12/1/21 to 11/30/2022	\$895.00	
26389		12/23/2021		DANA KEPNER	NOVEMBER302021	\$2059 IS 2022 SUBSCRIPTION	\$2,540.10	
26390		12/23/2021		DOLORES CHAMBER OF COMMERCE	1085	LIVE MUSIC FARMERS MARKET JUNE TO OCTOBER 2021	\$1,000.00	
26391		12/23/2021		JAMES A SHANER	DECEMBER212021	COURT OCTOBER 6, 2021 & DECEMBER 15, 2021	\$500.00	
26392		12/23/2021		PIONEER PRINTING	7359		\$131.00	
26393		12/23/2021		DRUG & ALCOHOL TESTING ASSOCIATES	1901	2022 YEARLY FEE	\$200.00	
26394		12/23/2021		BANKCARD CENTER	NOVEMBER242021		\$521.72	
26395		12/27/2021		GREEN ANALYTICAL LABORATORIES	GAL2112-071		\$114.00	
26396		12/27/2021		MONTENZUMA COUNTY SHERIFFS OFFICE	2342	PROCESS NUMBER 2342	\$20.00	
26397		12/27/2021		PIONEER PRINTING	7441		\$355.00	
26398		12/27/2021		PRINCIPAL MUTUAL FUNDS	DECEMBER17A2021	EMPLOYEE CONTRIBUTION	\$1,536.05	
26399		12/27/2021		PRINCIPAL MUTUAL FUNDS	DECEMBER172021	EMPLOYER AMOUNT	\$896.22	
26400		12/29/2021		PRINCIPAL MUTUAL FUNDS	DECEMBER302021	EMPLOYER CONTRIBUTION YEAR-END	\$1,206.10	
26401		12/29/2021		PRINCIPAL MUTUAL FUNDS	DECEMBER30A2021	EMPLOYEE CONTRIBUTION YEAR-END	\$629.18	
26402		12/29/2021		U.S. POSTAL SERVICE	DECEMBER282021	2022 EXPENSE - IMPRINT PERMIT 7	\$1,950.00	
26403		12/31/2021		ALSCO	LFAR1078535		\$363.76	
26404		12/31/2021		FLYERS ENERGY, LLC	CFS-2851351		\$1,046.98	

\* Indicates Out Of Sequence Check Number

TOWN OF DOLORES

Check Register

Reporting All Cash Accounts

From: 12/1/2021

To: 12/31/2021

7.2 3

Number	Seq	Date	Void	Vendor Name	Invoice Number	Comments	Amount	Manual Chk
26405		12/31/2021		IMAGENET CONSULTING LLC	INV59168		\$242.71	
26406		12/31/2021		PETTY CASH	DECEMBER292021		\$152.59	
26407		12/31/2021		SLAVENS, INC.	330606		\$8.36	

EFT Check Count: 0 Amount: \$0.00

Regular Check Count: 63 Amount: \$71,555.75

63 \$71,555.75

Voided Check Count: 0 Amount: \$0.00

Signature

These invoices are approved for payment.

**Town board January 10, 2022****Building Official/Building Inspector report****Statistics for 2021**

Total permits – 37 (An increase of 11 from the previous year)

Total inspections performed 203 (An increase of 27 over the previous year (Includes site inspections, construction inspections, consultations and re-inspections)

Total funds collected - \$20,417.87 (An increase of \$10,665.05 over the previous year)

Total valuation of permits - \$1,024, 841 (An increase of \$493,857.00 over the previous year)

Business inspections – 34 (An increase of 28 over the previous year)

**Current projects:**

1. 1123 Railroad – Waiting on final metal
2. Del Rio – Stabilization of west and center sections is complete. East section due by March 1, 2022.
3. 102 Railroad – Due to weather, the concrete pad for the accessible parking has been postponed until spring of 2022.
4. 110 N 16<sup>th</sup> Street – Framing is being conducted at this point

**New permits: Two permits issued for a total of \$688.00**

1. #1036 – Gas line replacement
2. #1037 – New Carport

**Construction Inspections**

15 construction inspections of permits issued

**Future projects on the horizon:**

1. New house on 21<sup>st</sup> street
2. New subdivision for eight duplex units between 15<sup>th</sup> and 16th

**Business Inspections**

1. None

**STR Inspections**

1. Four STR inspections
2. Two meetings on possible STR's

**Internet Technology**

No report

**SPECIAL PROJECTS**

Reviewing walls and roof types for the new public restroom.

**STR's**

There have been 30 applications sent out to date for STR's. There have been 10 that have informed the town that they would not be filing an application. There are 17 that are at various stages of the application process.

**2021 Code Adoption**

The 2021 ICC Code family is now in effect.

# DECEMBER 2021 PRODUCTION CALCULATIONS

TOTAL PLANT	129000
TOTAL WELL	2767000
<b>TOTAL PRODUCTION</b>	<b>2896000</b>

## GALLONS PRODUCED IN TIME FRAME:

PRODUCTION IN BILLING CYCLE DEC 1 TO DEC 28	2638000
PRODUCTION NOV 30	98000
<b>TOTAL PRODUCTION IN TIME FRAME</b>	<b>2736000</b>

## GALLONS CONSUMED IN BILLING CYCLE:

GALLONS BILLED FOR CYCLE	2575900
GALLONS USED BY MAINTENANCE	0
GALLONS USED BY FIRE DEPT	

<b>TOTAL GALLONS CONSUMED</b>	<b>2575900</b>
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<b>TOTAL PRODUCED IN CYCLE</b>	<b>2736000</b>
--------------------------------	----------------

DIFFERENCE/LOSS	160100
-----------------	--------

PERCENT LOSS	0.06
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## Billing Period Report

For 12/1/2021 - 12/31/2021

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
<b>SEWER</b>								
			0					
		Commercial	1,362,200					
		MultiFamily	300					
		Other	1,000					
		PublicGovt	1,000					
		Residential	923,700					
			2,288,200					
<b>WATER</b>								
			0					
		Commercial	1,376,800					
		MultiFamily	300					
		Other	1,000					
		PublicGovt	120,400					
		Residential	1,077,400					
			2,575,900					
		Total Usage	4,864,100					

## Negative Usage

No customers were billed for negative usage in this period.

## Other Receipts

Description	Amount
BUILDING PERMIT	\$1,453.00
BUSINESS LICENSE	\$25.00
COMNET FRANCHISE	\$718.34
COURT FINES	\$320.00
DEVELOPMENT FEE	\$280.00
DOG LICENSE	\$30.00
EMPIRE FRANCHISE	\$3,864.45
PROP TAX-OWNERSHIP	\$1,278.87
PROPERTY TAX	\$1,213.33
R&B TAX	\$158.77
WATER DOCK	\$1,540.00
	\$10,881.76
Payment Type	Amount
Cash	\$-1,610.00
Check	\$-9,271.76
	\$-10,881.76

\* Indicates non-finalized charge

## Billing Period Report

For 12/1/2021 - 12/31/2021

Include Write Off Accounts: True

Account Active Hold	Location Hold End	Transaction Type	Amount*	Transaction Date	EID	Last Reading	New Reading	Usage
<b>Billing Period Totals</b>								
		<b>Balance Forward</b>	<b>33,525.42</b>	<b>561</b>				
		<b>Payments &amp; Credits</b>						
		Payment Cash	-2,763.86	28				
		Payment Check	-31,276.12	418				
		SEWER Balance Transfer	-6.97	1				
		<b>Payments &amp; Credits</b>	<b>-34,046.95</b>	<b>447</b>				
		<b>SEWER</b>						
		SEWER	16,905.36	485				
		SEWER Balance Transfer	6.97	1				
		<b>SEWER</b>	<b>16,912.33</b>	<b>486</b>				
		<b>WATER</b>						
		WATER	19,760.28	552				
		<b>WATER</b>	<b>19,760.28</b>	<b>552</b>				
		Ending Balance	\$36,151.08	2,046				

## Rate Code Totals

Rate Code	Amount	Usage	Count
<b>SEWER</b>			
CS1 COMM IN TOWN	\$2,044.84	265,000	62
S01 RESIDENT IN TOWN	\$10,500.92	767,900	337
S02 RESIDENT OUT OF TOWN	\$874.31	41,100	13
S03 RESIDENT IN TOWN 1K	\$249.28	40,000	8
S1K COMMSEWER1KMETER	\$2,618.06	1,081,000	30
S90 SENIOR LI DISCOUNT	\$817.95	93,200	35
<b>WATER</b>			
C05 COMM. TAP IN TOWN	\$92.52	0	3
CW1 COMM IN TOWN	\$2,172.24	225,100	63
CW2 COMM 1K OUT TOWN	\$44.35	1,000	1
CW3 CM1K IN TOWN	\$2,205.89	793,000	24
MF1 100 GAL MULTI FAMILY INTOWN	\$642.17	68,800	20
MF2 1K MULTI FAMILY INTOWN	\$818.67	299,000	11
MF3 1K OUT OF TOWN MULTI FAMILY	\$118.55	14,000	2
MF4 100 GAL MULTI FAMILY OUT OF TOV	\$443.50	10,200	10
R01 RESIDENT IN TOWN	\$10,238.24	788,100	323
R02 RES. TOWN TAP	\$246.72	0	8
R03 RESIDENT OUT TOWN	\$1,747.48	136,100	35
RK1 RESIDENT 1K METER	\$120.82	28,000	3
TW1 TOWN WATER	\$0.00	13,400	10
TW2 TOWN WATER 1 K	\$0.00	0	2
W90 SENIOR LI DISCOUNT	\$869.13	93,200	36
WD WATER DOCK 1K	\$0.00	106,000	1

## Usage Totals

## MAINTENANCE DAILY REPORT DECEMBER 2021

- 1 Plants. Pulled the chlorine samples. Winterize and close the park restrooms for the season. Marked locate requests. Checked the meter at 621 Railroad for high use. Finished the turbidity report. Lubed the loader and the backhoe.
- 2 Plants. Asphalt patching. Repair hydraulic leak on the backhoe. Marked locate requests.
- 3 Plants. Picked up trash. Checked on the boring project on Merritt Way. Hauled iron to Belt Salvage.
- 4-5 Plants. Wyatt
- 6 Plants. Picked up trash. Marked locate requests. Prepped the motor graders for plowing snow.
- 7 Plants. Pull monthly WWTP samples. Pulled Bacti and chlorine samples. WWTP maintenance. Attended Parks meeting.
- 8 Plants. Hauled dirt pile out of JRP. Put out mole bait.
- 9 Plants. Finished hauling dirt pile out of JRP.
- 10 Plants. Plowed snow.
- 11-12 Plants. RJ
- 13 Plants. Hauled snow. Marked locate requests. Attended the board meeting. Plowed sidewalks.
- 14 Plants. Hauled snow. Marked locate requests. Checked the blower motor at WWTP.
- 15 Plants. Cleaned intersections. Plowed sidewalks. Sanded streets. Checked the lights on the loader. Pulled the chlorine samples.
- 16 Plants. Picked up the new playground sign. Serviced the Ford pickup.
- 17 Plants. Burned at the dump.
- 18-19 Plants. Randy
- 20 Plants. Looed for a water leak. Started the water plant. Turned off water at 18509 HWY 145 for repair and 814 Central for the season. Repaired the work lights on the loader. Randy got called out to turn the water back on at 18509 HWY 145.

- 21 Plants. Calibrated the influent and effluent meters at the WWTP. Started replacing the clutch on the 2001 Chevy.
- 22 Plants. Pulled the chlorine samples. Marked a locate at 202 N 21<sup>st</sup> St.
- 23 Plants. Anthony
- 24 Plants. Anthony. Power failure and reset at the WWTP
- 25 Plants. Anthony. Effluent meter checks at WWTP
- 26 Plants. Anthony
- 27 Plants. Replace the motor stater and overload relay for the WWTP blower. Checked effluent motor controller at WWTP due to power failure. Monthly meter reading. Turned off water at 207 N 12<sup>th</sup> for repairs. (Turned back on later)
- 28 Plants. Replaced burnt out lights on the loader. Checked meters for high use. Lubed the backhoe and loader. Fixed a water leak on a meter at N 4<sup>th</sup>. Turned off water at 204 N 9<sup>th</sup> Street for repairs.
- 29 Plants. Plowed snow. Pulled chlorine samples. Replace a broken valve at N 4<sup>th</sup> and Central.
- 30 Plants. Pushed snow on S 7<sup>th</sup> and 8<sup>th</sup>. Cleaned the walking trail. Cleaned the sidewalk at town hall.
- 31 Plants. Wyatt

## CLERKS REPORT

### Happy New Year!

1. **Business licenses** are going out and returning. Currently we are up to 50 and are expecting up to 160 licenses.
2. **Nomination packets** for the 2022 Municipal election are ready. The deadline to get the petitions in will be January 24<sup>th</sup>, 2022, and will accepted until 5:00 p.m. So far there has been 2 petitions picked up. Any interested person still has time!
3. **The Employee Handbook** is being discussed and researched by the Staff. It is very outdated.
4. **Clerks meeting** with the Cortez, Mancos, and Montezuma County Clerks on January 27<sup>th</sup>, 2022. We will be discussing the Election and exchanging information.
5. **Ann** has been very busy with the Land Use Code update and open houses.

I would like to thank Trustee Stark for helping us with the Acrobat Pro.



## **Discussion and Possible Action**

**Meeting Date: January 10, 2022**  
**AGENDA DOCUMENTATION**  
**ITEM 10.1**

**TO: DOLORES TOWN MAYOR & TRUSTEES**

**FROM: KEN CHARLES**  
**INTERIM TOWN MANAGER**

**SUBJECT: DISCUSSION AND POSSIBLE ACTION CONCERNING APPOINTING A NEW MUNICIPAL JUDGE.**

### **PURPOSE AND BACKGROUND**

Judge Shaner has resigned from his role as municipal judge creating a vacancy that needs to be filled. Article 10 of the Colorado Revised Statutes addresses the process for municipal courts. CRS 13-10-105 states "municipal court shall be presided over by a municipal judge who shall be appointed by the municipal governing body for a specified term of not less than two years." The Town Municipal Code in section 2.12.030 also addresses the municipal judge appointment. "The magistrate of the court shall be admitted to and be licensed in, the practice of law in the state."

In your packet are two applicants who responded to the town's RFP. Both applicants are qualified for the position. Applications must include:

1. A letter of interest that includes a summary of the applicant's qualifications and experience and a proposal for compensation.
2. A current certificate of good standing from the Colorado Supreme Court.
3. The applicant's curriculum vitae.
4. At least three professional references.

The Town of Dolores Municipal Court is in session on the last Wednesday of each month at 9:00am and typically manages its docket in about an hour.

### **FISCAL IMPACT**

Judge Shaner is paid \$250/month. The proposed fees charged by the applicants are of a similar amount and not significantly different.

Beth Padilla is seeking \$80/hour

William Furse is seeking \$200/month.

### **RECOMMENDATIONS**

Neither the town manager nor town attorney are making a recommendation. Both applicants are qualified. The appointment is the responsibility of the town board. Both applicants said they would be at the meeting to answer any questions. We request that the town vote to appoint a municipal judge for a two-year term.

Attachments: Application materials provided by applicants.

### **Request for Proposal – Dolores Municipal Judge**

The Town of Dolores is seeking qualified applicants for the position of Municipal Judge. The Town of Dolores Municipal Court is in session on the last Wednesday of each month at 9:00am and typically handles its docket in about an hour. Special sessions may be scheduled on an as needed basis for trials and other matters. Applicants must be licensed to practice in law in the State of Colorado and in good standing.

Applications must be received no later than January 3, 2022 and may be submitted by mail to the Clerk of the Town of Dolores at PO Box 630, Dolores, CO 81323 or by email to [tammy@townofdolores.com](mailto:tammy@townofdolores.com). Questions about the position may be directed to the Town Attorney, Jon Kelly, at (970) 882-4442 or [jkelly@westslopelaw.com](mailto:jkelly@westslopelaw.com).

Applications must include:

1. A letter of interest that includes a summary of the applicant's qualifications and experience and a proposal for compensation.
2. A current certificate of good standing from the Colorado Supreme Court.
3. The applicant's curriculum vitae.
4. At least three professional references.



December 23, 2021

Clerk of the Town of Dolores  
P.O. Box 630  
Dolores, Colorado 81323  
*Sent via email to tammy@townofdolores.com*

**Re: Town of Dolores Municipal Court Judge Position**

I am interested in the Town of Dolores Municipal Court Judge position. I am a licensed attorney in good standing in both Colorado. My husband, Paul Padilla, and I own Padilla Law, P.C., located in Mancos, Colorado.

I have ten years of experience litigating cases. I have represented adults and juveniles in criminal proceedings, including defending individuals in municipal court. My practice has focused on immigration, juvenile law, and criminal defense. I routinely represent the best interests of children in child welfare cases pending before the District Court. Further, I spent years representing adults and children in dissolution of marriage and child custody cases.

Effective November, 2021, I am the presiding municipal court judge for the City of Cortez. I handle criminal, traffic, animal, and building code violations. Since taking the bench, I have analyzed data regarding the prevalence of alcohol in criminal cases and have started requiring alcohol treatment for some defendants. I reviewed the court's outstanding costs and fees and am working with the clerk to improve our collection rate. In addition, I have implemented a separate time for juvenile cases to be heard, that takes their school schedule into account. Finally, I have reached out to the local middle and high schools to offer my court room for mock trials or educational opportunities.

I am also very involved with the local community. I am the current President of the Four Corners Bar Association and recently served as a Board of Director for the Montezuma School to Farm Project, which teaches local children about food through school gardens. I am a former board member of Companeros: Four Corners Immigrant Resource Center and the Rotary Club. In addition to my local activities, I have served on the Colorado Bar Association Young Lawyer's Division Executive Council, and am currently the local representative for the Colorado Bar Association Board of Governors.

I have resided in Montezuma County since 2014 and am committed to our community. I believe that I have the leadership skills and legal experience that are necessary to serve as the Town of Dolores Municipal Court Judge. I sincerely appreciate your time and attention to my application. Please do not hesitate to contact me.

Best Regards,

*/s/ Beth Padilla*

Beth Padilla  
Padilla Law, P.C.  
beth@padillalawpractice.com





January 5, 2022

Clerk of the Town of Dolores  
P.O. Box 630  
Dolores, Colorado 81323  
*Sent via email to manager@townofdolores.com*

**Re: Town of Dolores Municipal Court Judge Position: Compensation**

Mr. Charles,

Please accept my apologies for not including my request for compensation in my application materials. I am seeking \$80/hour for the position of Town of Dolores Municipal Court Judge. Eighty dollars an hour is consistent with the state-paid rate for court-appointed attorneys as well as the hourly rate paid by the City of Cortez for the Municipal Court Judge Position.

Please let me know if you have additional questions or concerns. I look forward to meeting you next week.

Best Regards,

*/s/ Beth Padilla*

Beth Padilla  
Padilla Law, P.C.  
beth@padillalawpractice.com

## Beth A. Padilla

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Physical: 114 N. Main, Mancos, Colorado 81328  
 Mailing: P.O. Box 2835, Durango, Colorado 81302  
 Phone: 970.764.4547 E-mail: beth@padillalawpractice.com

### AWARDS AND RECOGNITIONS

- *Super Lawyers* Rising Star, 2014 – 2015, 2019-2021
- Jim Covino Advocate of the Year, Office of the Child's Representative, 2019
- Nominated for Gary McPherson Outstanding Young Lawyer of the Year, 2015

### PRESENTATIONS AND TRAINING

- Faculty, OCR Trial Skills Training, February, 2020
- Presenter, 2019 OCR conference "ICWA"
- Faculty, National Institute for Trial Advocacy, March, 2018; February, 2019
- Presenter, 2017 OCR conference, "Diligent Search and Relative Engagement"
- Attended National Institute for Trial Advocacy training, April 2017
- Completed 40 Hour Basic Mediation Training, 2017
- Co-drafted ICWA fact sheet for updated Guided Reference in Dependency

### PROFESSIONAL VOLUNTEER EXPERIENCE

**Four Corners Bar Association,** 2020-Present  
 President 2021-Present; Secretary/Treasurer 2020-2021

- Organize monthly bar association meetings
- Represent the Four Corners Bar Association for the Colorado Bar Association Board of Governors

**Legislative Committee, Office of the Child's Representative** 2018-Present  
 Volunteer Member

- Participate as a stakeholder in reviewing child welfare-related legislation

**Montezuma School to Farm Project** 2019 - 2021  
 Volunteer Board of Director

- Assisted organization to transition to 501(c)(3) status and select a board of directors

**Sixth Judicial District Best Practices Court Team** 2014 – 2020  
 Co-Chair, Dependency and Neglect Best Practices Team

- Facilitated stakeholder meetings with representatives from Archuleta and La Plata counties

**Companeros: Four Corners Immigrant Resource Center** 2012 – 2017  
 Volunteer Board Member

- Provided *pro bono* Know Your Rights presentations in Spanish throughout southwestern Colorado

**Colorado Bar Association Young Lawyer's Division** 2013 – 2015  
Executive Council Member

- Facilitated partnership with Young Professionals of Durango (YPOD)
- Formed Southwestern Colorado Bar Association Colorado Attorney Mentorship Program (CAMP) with local leadership

**Durango Rotary Club** 2012-2014  
Member

- Volunteer Co-Director of Durango High School Interact Club

#### **PROFESSIONAL EXPERIENCE**

**Padilla Law, P.C., Mancos, Colorado** 2012 – Present  
Equity Partner

- Represent criminal defense clients with misdemeanors and juveniles in delinquency cases
- Litigate cases representing the best interests of children throughout four counties in southwestern Colorado including during jury trials
- Practice before the Colorado Court of Appeals, including oral arguments
- Successfully provide comprehensive representation to immigration clients

**City of Cortez, Cortez, Colorado** 2021-Present  
Municipal Court Judge

- Preside over animal, building code, criminal, and traffic cases
- Collaborate with court clerk to address outstanding fines/fees
- Report to the City Council regarding Municipal Court updates

**Van Der Jagt Law Firm, Denver, Colorado** 2011 – 2012  
Of Counsel

- Represented clients in family law and immigration matters

#### **EDUCATION**

**University of Denver Sturm College of Law** 2008-2011  
Juris Doctor

- Attended trial of ex-Peruvian President Fujimori as an international observer
- Interned with an Intellectual Property law firm in Buenos Aires, Argentina

**Indiana University** 2004-2008  
Bachelor of Arts

- Double majors in Spanish and Criminal Justice, with minors in Latin American and Western European Studies
- Studied in Mexico, Peru, and Spain

#### **ADDITIONAL SKILLS**

- Bilingual in English and Spanish

10.1 6  
December 23, 2021

Clerk of the Town of Dolores  
P.O. Box 630  
Dolores, Colorado 81323  
*Sent via email to tammy@townofdolores.com*

**Re: Town of Dolores Municipal Court Judge Position  
Professional References**

I am interested in the Town of Dolores Municipal Court Judge position and am providing the following professional references:

Ian MacLaren  
Montezuma County Attorney  
109 W. Main  
Cortez, Colorado 81321  
Phone: (970) 564-4174  
imaclaren@co.montezuma.co.us

Dr. Ann Wetton  
The Recovery Center  
35 N. Ash  
Cortez, Colorado 81321  
Phone: (970) 565-4109  
ann.wetton@cortezrecovery.org

Joi G. Kush  
Ms. Kush is the current President of the Colorado Bar Association  
Johnson Kush P.C.  
24 S. Weber Street, Suite 300  
Colorado Springs, Colorado 80903  
Phone: 719-471-4034  
joi@johnsonkush.com

Additional references are available upon request.

Best Regards,

*/s/ Beth Padilla*

Beth Padilla  
Padilla Law, P.C.  
beth@padillalawpractice.com



Beth Padilla &lt;beth@padillalawpractice.com&gt;

**Your Colorado Supreme Court Office of Attorney Regulation Counsel receipt [#1697-6674]**

Colorado Supreme Court Office of Attorney Regulation Counsel

Thu, Dec 23, 2021 at 11:02

&lt;receipts+acct\_1GVfNsCC8SW4Oyou@stripe.com&gt;

AM

Reply-To: Colorado Supreme Court Office of Attorney Regulation Counsel &lt;b.gonzales@csc.state.co.us&gt;

To: Beth@padillalawpractice.com

## Receipt from Colorado Supreme Court Office of Attorney Regulation Counsel

Receipt #1697-6674

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$15.00	December 23, 2021	AMERICAN EXPRESS - 2016

**SUMMARY**

REGI - Certificate of Good Standing Request Form Entry  
2849 \$15.00

**Amount charged \$15.00**

If you have any questions, contact us at  
[b.gonzales@csc.state.co.us](mailto:b.gonzales@csc.state.co.us) or call at +1 303-928-7842.

Something wrong with the email? [View it in your browser.](#)

You're receiving this email because you made a purchase at Colorado Supreme Court Office of Attorney Regulation Counsel, which partners with [Stripe](#) to provide invoicing and payment processing.

# WILLIAM FURSE

16970 Road 28.4, Dolores CO 81323 · (970) 903 8183  
williamfurse@gmail.com

January 1<sup>st</sup>, 2022

Clerk & Board of the Town of Dolores  
PO Box 630  
Dolores, CO 81323

To Whom It May Concern:

As a resident of Dolores and trial attorney of 15 years, I am delighted to submit my formal application for the Municipal Judge position. I believe my extensive experience as both a defense attorney and criminal prosecutor renders me uniquely qualified for this position.

In 2005, I began my legal career as a public defender promoting the rights of the indigent. With a heavy caseload and dockets set in four different counties, I quickly familiarized myself with the rules of the evidence and criminal procedure. In 2009, I transitioned into private practice focused on criminal defense and became the contracted public defender for the Ute Mountain Ute Tribe. My advocacy as a defense attorney continued until 2012 when I was elected District Attorney for Dolores and Montezuma Counties. Since that time, I have represented the State of Colorado in criminal matters of all types and all levels of severity. Additionally, my time as the District Attorney has afforded me the opportunity to manage and train an office of deputy attorneys, legal staff, and investigators while overseeing an annual budget of over one million dollars.

My experience as both a public defender and a prosecutor has provided a balanced skillset well suited for a judicial position.

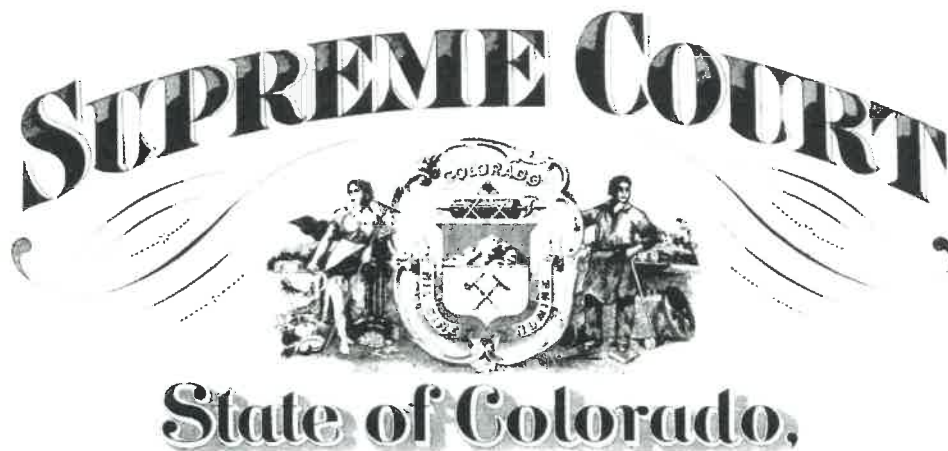
If selected, I propose a rate of \$200/month to prepare for and preside over the town's monthly session. Should special sessions become necessary, I propose a rate of \$65/hour to handle additional hearings and trials. Please note that I am flexible with these rates and would happily accommodate the budgetary needs of the town.

I welcome any questions you may have and sincerely appreciate your consideration for this important position.

Respectfully,



William Furse



STATE OF COLORADO, ss:

I, Cheryl Stevens, Clerk of the Supreme Court of the State of Colorado, do hereby certify that

WILLIAM YOUNG FURSE

has been duly licensed and admitted to practice as an

*ATTORNEY AND COUNSELOR AT LAW*

within this State; and that his/her name appears upon the Roll of Attorneys

and Counselors at Law in my office of date the 26<sup>th</sup>

day of October A.D. 2005 and that at the date hereof

the said WILLIAM YOUNG FURSE is in good standing at this Bar.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Seal of said Supreme Court, at Denver, in said State, this

15<sup>th</sup> day of December A.D. 2021

Cheryl Stevens

Clerk

By

Marya Sanchez

Deputy Clerk

# WILLIAM FURSE

16970 Road 28.4, Dolores CO 81323 · (970) 903 8183  
williamfurse@gmail.com

## EXPERIENCE

### ***JANUARY 2021 TO PRESENT***

#### **ASSISTANT DISTRICT ATTORNEY, 22<sup>ND</sup> JUDICIAL DISTRICT OF COLORADO**

Review evidence from law enforcement and assess whether to issue or decline criminal charges consistent with legal and ethical standards. Perform comprehensive courtroom litigation and trial preparation for adult and juvenile matters. Serve as public relations officer responsible for all media inquiries while assisting office staff with open records requests.

### ***NOVEMBER 2012 TO JANUARY 2021***

#### **ELECTED DISTRICT ATTORNEY, 22<sup>ND</sup> JUDICIAL DISTRICT OF COLORADO**

Served two terms as chief law enforcement officer of Dolores and Montezuma Counties. Prosecuted all levels of criminal cases from DUI to First Degree Homicide. Oversaw a \$1million budget while managing a roster of attorneys, advocates, investigators, and legal assistants. Convened and oversaw grand jury investigations. Developed and implemented digital discovery and case management protocol for a "paper on demand" office environment.

### ***OCTOBER 2009 to NOVEMBER 2012***

#### **PRIVATE PRACTITIONER, LAW OFFICES OF WILLIAM Y FURSE**

Maintained private, primarily criminal defense practice while serving as the contracted Public Defender for the Ute Mountain Ute Tribe. Represented impoverished defendants as court appointed "Alternate Defense Counsel" for individuals who could not be handled by the State Public Defender's Office. Litigated civil matters including domestic relations, dependency and neglect, and protection orders.

### ***JULY 2005 to SEPTEMBER 2009***

#### **DEPUTY STATE PUBLIC DEFENDER, DURANGO COLORADO**

Advocated for indigent individuals accused of all levels of crimes in the 6<sup>th</sup> and 22<sup>nd</sup> Judicial Districts. Engaged in comprehensive trial litigation and defense for juveniles and adults. Handled both misdemeanor and felony matters.

### ***DECEMBER 2008 to SEPTEMBER 2009***

#### **DEPUTY STATE PUBLIC DEFENDER - INTERN, 18<sup>TH</sup> JUDICIAL DISTRICT OF COLORADO**

Accomplished a full-time internship while attending Denver University as a visiting student. Provided trial counsel and criminal defense to juveniles charged with crimes in Arapahoe County District Court under the Student Practice Act.

## EDUCATION

### ***MAY 2005***

#### **JURIS DOCTOR, JOHN MARSHALL LAW SCHOOL**

### ***MAY 2001***

#### **BACHELOR OF ARTS, UNIVERSITY OF ILLINOIS**



# WILLIAM FURSE

16970 Road 28.4, Dolores CO 81323 · (970) 903 8183

[williamfurse@gmail.com](mailto:williamfurse@gmail.com)

## PROFESSIONAL REFERENCES

Hon. Matthew Margeson – 22<sup>nd</sup> Judicial District Attorney

[mmargeson@co.montezuma.co.us](mailto:mmargeson@co.montezuma.co.us)

(720) 987 5154

Hon. Douglas Walker – 22<sup>nd</sup> Judicial District Chief Judge

[doug.walker@judicial.state.co.us](mailto:doug.walker@judicial.state.co.us)

(970) 565 1111

Hon. James Denvir – 6<sup>th</sup> Judicial County Court Judge – Retired

[jdenvir@gmail.com](mailto:jdenvir@gmail.com)

(970) 946 2726

Eric Hogue – Court Executive – 22<sup>nd</sup> & 6<sup>th</sup> Judicial Districts

[eric.hogue@judicial.state.co.us](mailto:eric.hogue@judicial.state.co.us)

(970) 565 1111

Kent Pace – Attorney at Law

[kenneth.pace@paceandlittle.com](mailto:kenneth.pace@paceandlittle.com)

(970) 247 5282



**TOWN OF DOLORES**

**DECEMBER**

**2021**

COUNTY OF MONTEZUMA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<b>DOLORES CONTRACT</b>					
001.1650.1120 PERMANENT SALARIES	7,267.68	87,896.81	107,719.00	19,822.19	81.6
001.1650.1152 OVERTIME	32.45	2,459.54	4,000.00	1,540.46	61.5
001.1650.1160 FRINGE BENEFITS	2,379.87	29,030.74	37,281.00	8,250.26	77.9
001.1650.1220 OPERATING EXPENSES	2,168.69	4,838.14	10,000.00	5,161.86	48.4
001.1650.1221 MP MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
001.1650.1310 PROFESSIONAL SERVICES	3,000.00	3,000.00	3,000.00	.00	100.0
001.1650.1387 VEHICLE EXPENSES	.00	3,853.79	8,500.00	2,686.21	59.0
001.1650.1425 FLEET COSTS	.00	132.05	.00	132.05	.0
001.1650.1610 DISPATCH FEES	.00	29,000.00	29,000.00	.00	100.0
<b>TOTAL DOLORES CONTRACT</b>	<b>14,848.69</b>	<b>160,151.07</b>	<b>200,000.00</b>	<b>39,808.93</b>	<b>80.1</b>

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Date	Journal	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
<b>DOLORES CONTRACT</b>						
<b>PERMANENT SALARIES</b>						
		10/31/2021 (10/21) Balance	001.1650.1120			80,629.13
11/06/2021	PC	PAYROLL TRANS FOR 11/6/2021 PAY PERIOD		3,460.80		
11/20/2021	PC	PAYROLL TRANS FOR 11/20/2021 PAY PERIOD		3,806.88		
		11/30/2021 (11/21) Period Totals and Balance		7,267.68	.00	87,896.81
YTD Encumbrance	.00	YTD Actual	87,896.81 Total	87,896.81	YTD Budget	107,719.00 Unexpended 19,822.19
<b>OVERTIME</b>						
		10/31/2021 (10/21) Balance	001.1650.1152			2,427.09
11/06/2021	PC	PAYROLL TRANS FOR 11/6/2021 PAY PERIOD		32.45		
		11/30/2021 (11/21) Period Totals and Balance		32.45	.00	2,459.54
YTD Encumbrance	.00	YTD Actual	2,459.54 Total	2,459.54	YTD Budget	4,000.00 Unexpended 1,540.46
<b>FRINGE BENEFITS</b>						
		10/31/2021 (10/21) Balance	001.1650.1160			28,650.87
11/06/2021	PB	PAYROLL TRANS FOR 11/6/2021 PAY PERIOD		409.88		
11/20/2021	PB	PAYROLL TRANS FOR 11/20/2021 PAY PERIOD		1,969.99		
		11/30/2021 (11/21) Period Totals and Balance		2,379.87	.00	29,030.74
YTD Encumbrance	.00	YTD Actual	29,030.74 Total	29,030.74	YTD Budget	37,281.00 Unexpended 8,250.26
<b>OPERATING EXPENSES</b>						
		10/31/2021 (10/21) Balance	001.1650.1220			2,669.45
11/20/2021	AP	AT&T		98.00		
11/08/2021	AP	CENTURYLINK		70.69		
11/11/2021	AP	FLOCK SAFETY		2,000.00		
		11/30/2021 (11/21) Period Totals and Balance		2,168.69	.00	4,838.14
YTD Encumbrance	.00	YTD Actual	4,838.14 Total	4,838.14	YTD Budget	10,000.00 Unexpended 5,161.86
<b>MP MAINTENANCE</b>						
		10/31/2021 (10/21) Balance	001.1650.1221			.00
		11/30/2021 (11/21) Period Totals and Balance		.00	.00	.00
YTD Encumbrance	.00	YTD Actual	.00 Total	.00	YTD Budget	2,500.00 Unexpended 2,500.00
<b>PROFESSIONAL SERVICES</b>						
		10/31/2021 (10/21) Balance	001.1650.1310			.00
11/11/2021	AP	FLOCK SAFETY		3,000.00		
		11/30/2021 (11/21) Period Totals and Balance		3,000.00	.00	3,000.00
YTD Encumbrance	.00	YTD Actual	3,000.00 Total	3,000.00	YTD Budget	3,000.00 Unexpended .00
<b>VEHICLE EXPENSES</b>						
		10/31/2021 (10/21) Balance	001.1650.1387			3,833.79
		11/30/2021 (11/21) Period Totals and Balance		.00	.00	3,833.79
YTD Encumbrance	.00	YTD Actual	3,833.79 Total	3,833.79	YTD Budget	6,500.00 Unexpended 2,666.21
<b>FLEET COSTS</b>						
		10/31/2021 (10/21) Balance	001.1650.1425			132.05
		11/30/2021 (11/21) Period Totals and Balance		.00	.00	132.05
YTD Encumbrance	.00	YTD Actual	132.05 Total	132.05	YTD Budget	.00 Unexpended (132.05)
<b>TRAINING</b>						
		10/31/2021 (10/21) Balance	001.1650.1500			.00
		11/30/2021 (11/21) Period Totals and Balance		.00	.00	.00
YTD Encumbrance	.00	YTD Actual	.00 Total	.00	YTD Budget	.00 Unexpended .00
<b>DISPATCH FEES</b>						
		10/31/2021 (10/21) Balance	001.1650.1610			29,000.00
		11/30/2021 (11/21) Period Totals and Balance		.00	.00	29,000.00

# Detective Division

## Dolores Monthly

December 2021

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	MONTHLY	YEAR TO DATE
NEW CASES ASSIGNED	5	13
CASES CLEARED / INACTIVE / CLOSED	1	8
CASES PENDING		5
VALUE OF STOLEN / DAMAGED PROPERTY	\$573.00	\$41,568.00
VALUE OF RECOVERED PROPERTY	\$68.00	\$40,063.00
HOURS WORKED	12	
OTHER - HOURS WORKED	0	436

### MONTEZUMA COUNTY DETECTIVE DIVISION HAD THE FOLLOWING:

CASE #	OFFENSE-VIOLATION	STATUS
MC210285	Theft - Other	Open
MC211566	Information Report	Open-Closed
MC211572	Theft-Larceny, From Vehicle	Open
MC211574	Theft-Larceny, From Vehicle	Open
MC211578	Theft-Larceny, Postal	Open
MC211584	Theft-Larceny, From Mail	Open

**Summons Written For the  
Town of Dolores  
DECEMBER  
2021**

# Dolores Summons

Total Records: 44

## MONTEZUMA COUNTY SHERIFF'S OFFICE

730 EAST DRISCOLL STREET  
CORTEZ, CO 81321  
STEVE NOWLIN - SHERIFF  
970-565-8452  
970-564-3731



CITATION NUMBER	CHARGES	Count
C32058		1
Date Reported		Issuing Officer
12/4/2021		HILL, BRYAN
CITATION NUMBER	CHARGES	Count
C32031		1
Date Reported		Issuing Officer
12/11/2021		ZELNICEK, GRANT
CITATION NUMBER	CHARGES	Count
C32036		1
Date Reported		Issuing Officer
12/17/2021		ZELNICEK, GRANT
CITATION NUMBER	CHARGES	Count
C32033		1
Date Reported		Issuing Officer
12/21/2021		ZELNICEK, GRANT
CITATION NUMBER	CHARGES	Count
C32035		1
Date Reported		Issuing Officer
12/21/2021		ZELNICEK, GRANT
CITATION NUMBER	CHARGES	Count
C31791		1
Date Reported		Issuing Officer
12/29/2021		FROST, THOMAS
CITATION NUMBER	CHARGES	Count
C31792	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
12/29/2021		FROST, THOMAS
CITATION NUMBER	CHARGES	Count
C31836	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - OBSTRUCTION OF TELEPHONE OR TELEGRAPH SERVICE	1
Date Reported		Issuing Officer
12/15/2021		LANYON, JACOB

CITATION NUMBER	CHARGES	Count
C12345	CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2)	1
Date Reported 12/14/2021		Issuing Officer ZELNICEK, GRANT
CITATION NUMBER	CHARGES	Count
C32034	CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2)	1
Date Reported 12/14/2021		Issuing Officer ZELNICEK, GRANT
CITATION NUMBER	CHARGES	Count
C32089	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2)	1
Date Reported 12/26/2021		Issuing Officer GILBERTO, JACOB
CITATION NUMBER	CHARGES	Count
C32197	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER, CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH , CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER, TRAFFIC VIOL-STATUTE - DRANK FROM/POSSESSED AN OPEN ALCOHOLIC BEV CONTAINER IN VEH	1
Date Reported 12/3/2021		Issuing Officer AYBAR, HAKAN
CITATION NUMBER	CHARGES	Count
C32029	CRIMINAL VIOL - CRIMINAL MISCHIEF <\$500 (M3)	1
Date Reported 12/9/2021		Issuing Officer ZELNICEK, GRANT
CITATION NUMBER	CHARGES	Count
C31526	CRIMINAL VIOL - DOG NOT UNDER CONTROL	1
Date Reported 12/1/2021		Issuing Officer GOTHARD, PATRICK
CITATION NUMBER	CHARGES	Count
C29774	CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - HARASSMENT - STRIKE, SHOVE, KICK (M3)	1
Date Reported 12/19/2021		Issuing Officer SMITH, STEVEN
CITATION NUMBER	CHARGES	Count
C29775	CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - HARASSMENT - STRIKE, SHOVE, KICK (M3)	1
Date Reported 12/19/2021		Issuing Officer SMITH, STEVEN
CITATION NUMBER	CHARGES	Count
C31793	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS/OR BOTH , TRAFFIC VIOL-STATUTE - FAILED TO DRIVE IN A SINGLE LANE/WEAVING	1



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<b>Date Reported</b>		<b>Issuing Officer</b>
12/29/2021		FROST, THOMAS
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32059	CRIMINAL VIOL - HARASSMENT - STRIKE, SHOVE, KICK (M3)	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/19/2021		HILL, BRYAN
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32028	CRIMINAL VIOL - RESISTING ARREST	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/3/2021		ZELNICEK, GRANT
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C29776	CRIMINAL VIOL - THEFT \$50<\$300	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/23/2021		SMITH, STEVEN
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32032	TRAFFIC VIOL-ORDINANCE - CARELESS DRIVING	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/11/2021		ZELNICEK, GRANT
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C31527	TRAFFIC VIOL-ORDINANCE - RECKLESS DRIVING	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/15/2021		GOThARD, PATRICK
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C31833	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/1/2021		LANYON, JACOB
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C31834	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/2/2021		LANYON, JACOB
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32030	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/11/2021		ZELNICEK, GRANT
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32087	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
<b>Date Reported</b>		<b>Issuing Officer</b>
12/15/2021		GILBERTO, JACOB

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CITATION NUMBER	CHARGES	Count
C32088	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported		Issuing Officer
12/15/2021		GILBERTO, JACOB

CITATION NUMBER	CHARGES	Count
WC6973	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/1/2021		GOTHARD, PATRICK

CITATION NUMBER	CHARGES	Count
WC7016	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/1/2021		WEST, MARC

CITATION NUMBER	CHARGES	Count
C32128	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/1/2021		WEST, MARC

CITATION NUMBER	CHARGES	Count
WC7018	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/1/2021		WEST, MARC

CITATION NUMBER	CHARGES	Count
C32086	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/7/2021		GILBERTO, JACOB

CITATION NUMBER	CHARGES	Count
WC6974	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/8/2021		GOTHARD, PATRICK

CITATION NUMBER	CHARGES	Count
C32131	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/20/2021		WEST, MARC

CITATION NUMBER	CHARGES	Count
C32132	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
Date Reported		Issuing Officer
12/20/2021		WEST, MARC

CITATION NUMBER	CHARGES	Count
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C32133	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/22/2021	WEST, MARC	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C31528	TRAFFIC VIOL-ORDINANCE - SPEEDING LIMITS	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/28/2021	GOTHARD, PATRICK	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C31835	TRAFFIC VIOL-STATUTE - DROVE (MOTOR/OFF-HIGHWAY) VEHICLE WHEN LICENSE REVOKED, TRAFFIC VIOL-STATUTE - OWNER OPERATED/ALLOWED TO BE OPERATED/AN UNINSURED MV ON PUB, TRAFFIC VIOL-STATUTE - DISPLAYED EXPIRED NUMBER PLATES	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/7/2021	WEST, MARC	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C32129	TRAFFIC VIOL-STATUTE - DROVE VEHICLE UNDER RESTRAINT ALCOHOL/DRUG OFFENSE	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/10/2021	WEST, MARC	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
WC7015	TRAFFIC VIOL-STATUTE - DROVE VEHICLE WHEN LICENSE EXPIRED (1 YEAR OR LESS), TRAFFIC VIOL-STATUTE - SPEEDING > 10-19 MPH OVER PRIMA FACIE LIMIT	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/1/2021	WEST, MARC	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
WC7017	TRAFFIC VIOL-STATUTE - FAILED TO DRIVE IN A SINGLE LANE/WEAVING	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/1/2021	WEST, MARC	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
WC6443	TRAFFIC VIOL-STATUTE - FAILED TO OBSERVE/DISREGARDED TRAFFIC CONTROL DEVICES , TRAFFIC VIOL-ORDINANCE - DROVE WITH DEFECTIVE EQUIPMENT , TRAFFIC VIOL-STATUTE - FAILED TO NOTIFY OF CHANGE OF NAME OR ADDRESS > 30 DAYS	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/3/2021	HILL, BRYAN	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C31837	TRAFFIC VIOL-STATUTE - OWNER OPERATED/ALLOWED TO BE OPERATED/AN UNINSURED MV ON PUB, PARKING VIOL - DISPLAYED EXPIRED NUMBER PLATES	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/21/2021	LANYON, JACOB	
<b>CITATION NUMBER</b>	<b>CHARGES</b>	<b>Count</b>
C31838	TRAFFIC VIOL-STATUTE - RECKLESS DRIVING	1
<b>Date Reported</b>	<b>Issuing Officer</b>	
12/29/2021	LANYON, JACOB	

Call Type	Number Events	Avg. Dispatch	Avg. Response	Avg. Travel	Avg. Time On Scene	Avg. Time	Total Time
911 HANG UP	1	3.78	0.03	0	0	3.82	3.82
AGGRESSIVE ANIMAL	1	10.07	5.77	0	0	15.83	15.83
ANIMAL AT LARGE	1	0.02	8.8	6.18	0.03	15.03	15.03
ANIMAL WELFARE CHECK	1	0	0	0	0	0	0
ASSIST OTHER AGENCY	1	10.38	0.02	13.92	0.88	25.2	25.2
ATTEMPT TO SERVE CIVIL	1	0	0	0	0	0	0
BREAK IN	1	7.55	0.37	0	0	7.92	7.92
BUSINESS ALARM	1	0.82	0.12	12.42	6.38	19.73	19.73
BUSINESS CHECK	2	0	0	0	0	0	0
CIVIL	2	2.38	0	0	0	2.38	4.75
CIVIL STANDBY	1	0	0	0	0	0	0
COMMUNITY POLICING	2	0.18	0	0	0	0.18	0.35
CONSENSUAL CONTACT	1	0.53	0	0	0	0.53	0.53
DISTURBANCE	1	1.72	0.33	14.2	27.62	43.87	43.87
DOMESTIC VIOLENCE	1	1.07	0.12	5.72	137.57	144.47	144.47
EXTRA PATROL	15	0.26	6.11	0.86	1.02	8.25	123.82
FALL VICTIM	1	5.87	0.02	0	0	5.88	5.88
FOLLOWUP	4	15.15	1.72	0	1.01	17.89	71.55
FOUND PROPERTY	2	1.1	2.5	0	0	3.6	7.2
HARASSMENT	2	11.88	0.28	0.59	10.24	22.99	45.98
HARASSMENT BY PHONE	1	2.43	8.92	0	0	11.35	11.35
INFORMATION ONLY	3	2.92	0.01	0	0	2.92	8.77
JUVENILE PROBLEM	1	6.72	0	0	0	6.72	6.72
LOST OR STOLEN PROPERTY	2	0.93	0	0	0	0.93	1.85
NOISE COMPLAINT	1	15	2.37	0	0	17.37	17.37
PARKING COMPLAINT	1	0	0	0	0	0	0
PHONE CALL	5	3.32	7.43	0	0	10.75	53.75
PROPERTY DAMAGE	1	16.92	0.5	0	0	17.42	17.42
RECKLESS	2	2.01	0.1	0	0	2.11	4.22
RECOVERED STOLEN	1	0.25	0.02	0	0	0.27	0.27
RESTRAINING ORDER VIOLATION	1	0	0	0	0	0	0
SAFE TO TELL	3	0	0	0	0	0	0
SLIDE OFF	1	0.4	0.02	0	0	0.42	0.42
SMOKE	1	0	0	0	0	0	0

SUICIDE ATTEMPT	1	2.12	4.07	4.43	9.98	20.6	20.6
SUICIDE THREAT	2	4.94	1.05	5.2	7.48	18.67	37.33
SUSPICIOUS ACTIVITY	3	4.94	13.85	185.89	28.52	233.19	699.58
THEFT	1	0	0	0	0	0	0
THREATS	1	5.42	0.07	0	0	5.48	5.48
TRAFFIC ACCIDENT	3	4.18	2.52	11.56	7.56	25.82	77.45
TRAFFIC PROBLEM	2	4.85	8.38	0	0	13.23	26.47
TRAFFIC STOP	21	0.28	0	0	0	0.28	5.88
TRESPASS	1	12.78	1.08	0	0	13.87	13.87
UNKNOWN PROBLEM	2	2.68	0.12	0	0	2.79	5.58
UNWANTED PERSON	5	3.24	0.58	0	0	3.82	19.12
VEHICLE BREAK-IN	3	3.81	3.18	0	0	6.99	20.98
VIN INSPECTION	2	0	0	0	0	0	0
WELFARE CHECK	1	2.73	6.25	0.02	9.15	18.15	18.15

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TOTAL CALLS FOR SERVICE

Call Type	Number Events	Avg. Dispatch	Avg. Response	Avg. Travel	Avg. Time On Scene	Avg. Time	Total Time
911 HANG UP	1	3.78	0.03	0	0	3.82	3.82
911 HANG UP/OPEN LINE	4	2.11	2.41	0	0	4.53	18.1
911 OPEN LINE	1	3.75	0.02	0	0	3.77	3.77
ABANDON VEHICLE	13	6.17	4.36	0.32	3.66	14.51	188.63
ABDOMINAL OR BACK PAIN	1	13.63	0.03	0	0	13.67	13.67
ABDOMINAL/BACK PAIN	1	1.22	0.4	3.25	21.72	26.58	26.58
AGGRESSIVE ANIMAL	2	6.62	6.37	0	0	12.98	25.97
ALARM/BUSINESS	4	2.1	7.98	8.06	0.05	18.19	72.77
ANIMAL AT LARGE	18	4.56	6.81	2.93	7.5	21.8	392.32
ANIMAL BITE	2	4.33	0.19	4.38	58.7	67.6	135.2
ANIMAL CARCASS	2	1.58	0.02	0	0	1.6	3.2
ANIMAL FOUND	4	1.49	4.22	0.01	2.44	8.16	32.65
ANIMAL GENERAL	4	1.34	0.02	3.25	0.01	4.62	18.48
ANIMAL WELFARE CHECK	18	3.03	1.74	2.45	2.66	9.88	177.88
ANIMAL/AGGRESSIVE	2	5.88	0	0	0	5.88	11.77
ANIMAL/FOUND	1	76.22	0	0	0	76.22	76.22
ANIMAL/GENERAL	2	0	0	0	0	0	0
ANIMAL/INJURED	2	6.18	0.36	11.89	9.92	28.35	56.7
ASSAULT	3	1.22	0.04	0.68	26.18	28.12	84.35
ASSIST OTHER AGENCY	7	11.38	77.89	16.07	8.06	113.4	793.78
ATTEMPT TO SERVE CIVIL	22	0.11	0	0	0	0.11	2.52
ATTEMPT TO SERVE/CIVIL	6	0.03	0.01	0	0	0.04	0.23
ATTEMPT TO SERVE/OTHER	3	0.01	0	0	0	0.01	0.02
ATTEMPT TO SERVER OTHER	5	0	0	0	0	0	0
BANK ALARM	1	1.5	0.08	12.23	11.28	25.1	25.1
BAR CHECK	11	0.33	0.08	0	0	0.41	4.53
BARKING DOG	6	6.73	9.79	1.87	4.08	22.47	134.8
BREAK IN	2	5.99	0.32	7.43	12.75	26.49	52.98
BREATHING DIFFICULTY	2	7.48	0.01	0.01	13.43	20.93	41.85
BURGLARY	1	2.27	0.02	39.87	11.65	53.8	53.8
BUSINESS ALARM	6	1.77	1.16	3.83	6.02	12.77	76.63
BUSINESS CHECK	2	0	0	0	0	0	0
CHEST PAIN	1	2.33	3.73	0.02	8.55	14.63	14.63
CHILD ABUSE	1	0	0	0	0	0	0
CIVIL	11	1.82	0	1.32	1.25	4.39	48.28

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CIVIL STANDBY	26	10.41	4.42	1.29	2.74	18.86	490.25
CODE ENFORCEMENT	5	0.17	0.54	0.15	0.46	1.32	6.6
COMMUNITY POLICING	17	1.13	0.34	0	0	1.47	24.93
COMPLAINT	15	3.18	2.33	0	0	5.51	82.67
COMPLIANCE CHECK	1	0	0	0	0	0	0
CONSENSUAL CONTACT	3	0.34	0.01	0	0	0.34	1.03
CONTROL BURN	2	3.47	0.03	4	9.48	16.98	33.97
COURTESY RIDE	1	0.98	0	0	0	0.98	0.98
CUSTODY DISPUTE	2	0	0	0	0	0	0
DISTURBANCE	25	2.33	1.35	6.75	9.27	19.7	492.47
DOG RUNNING AT LARGE	12	5.71	1.47	2.75	1.71	11.64	139.65
DOMESTIC VIOLENCE	7	1.17	0.69	8.69	63.37	73.92	517.43
DRIVING UNDER THE INFLUENCE	3	4.56	16.66	3.13	82.34	92.23	276.68
DRUGS	2	0	0	0	0	0	0
EXTRA PATROL	202	0.26	0.94	0.45	3.08	4.35	879.5
FALL VICTIM	2	4.91	0.03	0.01	9.35	14.29	28.58
FIGHT	2	0.44	0.03	0	6.46	6.93	13.87
FLAGGED DOWN	10	0.07	1.64	0	0	1.71	17.08
FOLLOWUP	55	1.33	0.59	0.71	1.79	4.42	243.18
FOOT	3	0.18	0.02	0	0	0.2	0.6
FOUND PROPERTY	10	3.54	2.23	0	0	5.77	57.7
FRAUD	10	1.48	0.25	0	0	1.73	17.28
HARASSMENT	13	10.67	0.13	0.88	4.48	16.16	210.13
HARASSMENT BY PHONE	5	5.54	3.57	0.9	0.06	10.07	50.35
HEART ATTACK	3	4.01	0.02	2.17	21.14	27.34	82.03
IDENTIFICATION THEFT	1	3.73	0	0	0	3.73	3.73
ILLEGAL CAMPING	4	1.97	0.01	0	0	1.98	7.92
INDECENT EXPOSURE	2	2.84	0.09	2.43	16.97	22.33	44.67
INFORMATION ONLY	13	3.01	0.06	0.92	5.55	9.55	124.15
INTOXICATED PEDESTRIAN	11	2.53	0.16	3.27	4.18	10.15	111.62
JUVENILE PROBLEM	3	4.95	1.24	0	0	6.19	18.57
LIVESTOCK AT LARGE	1	1.72	0	0	0	1.72	1.72
LIVESTOCK ON THE ROADWAY	1	0.42	0.03	0	0	0.45	0.45
LOST ANIMAL	3	1.77	13.29	11.34	0.63	27.03	81.1
LOST OR STOLEN PROPERTY	9	6.78	1.34	3.02	0.82	11.97	107.73
MAN WITH GUN	1	1.37	0.02	9.77	23.63	34.78	34.78

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MANDOWN	1	2.3	0.03	10.97	10.32	23.62	23.62
MEDICAL ALARM	1	3.2	0.02	0	0	3.22	3.22
MENTAL SUBJECT	5	2.86	2.81	7	18.85	31.52	157.62
MISSING PERSON	4	30.13	1.2	18.77	0.38	50.48	201.93
MOTORIST ASSIST	6	0.03	0.08	0	0	0.1	0.62
NEIGHBOR DISPUTE	4	2.55	18.32	0	0	20.88	83.5
NOISE COMPLAINT	11	542.31	6.38	3.63	2.71	555.03	6105.37
OFF HIGHWAY VEHICLE	2	1.52	1.99	0	0	3.51	7.02
OVERDOSE	5	3.56	0.43	7.15	22.15	33.29	166.45
PARKING COMPLAINT	13	4.03	0.11	0.99	1.48	6.61	85.9
PHONE CALL	54	4.51	2.55	0.12	1.08	8.26	446.08
PROPERTY DAMAGE	6	14.78	0.13	2.26	10.05	27.22	163.3
PROPERTY/FOUND	2	0.33	14.83	0	0	15.16	30.32
PROPERTY/LOST OR STOLEN	1	0	0	0	0	0	0
RECKLESS	12	6.76	1.09	2.17	10.52	20.54	246.43
RECOVERED STOLEN	1	0.25	0.02	0	0	0.27	0.27
RECOVERED/STOLEN	1	0	0	0	0	0	0
REDDI REPORT	1	6.17	0.02	0	0	6.18	6.18
RESIDENTIAL ALARM	1	7.77	0	0	0	7.77	7.77
RESTRAINING ORDER VIOLATION	9	1.38	0.41	10.99	7.75	20.54	184.88
ROAD RAGE	1	4.92	0	0	0	4.92	4.92
RUNAWAY	3	5.63	4.84	21.26	29.83	61.56	184.68
SAFE TO TELL	12	9.53	221.82	0.01	0	231.37	2776.38
SEARCH WARRANT SERVICE	1	0.4	0.22	0.58	42.1	43.3	43.3
SECURITY	1	0	0	0	0	0	0
SECURITY CHECK	22	0.09	0.05	0	0	0.15	3.25
SEIZURE	3	5.48	0.04	4.61	7.51	17.64	52.92
SEX OFFENDER CHECK	6	0.01	0	0	0	0.01	0.05
SEXUAL ASSAULT ON CHILD	1	0	0	0	0	0	0
SHOTS FIRED	2	2.16	0.04	3.97	37.75	43.92	87.83
SICK UNKNOWN	2	15.53	0.06	1.41	10.42	27.41	54.82
SICK/UNKNOWN	1	4.3	0.03	1.23	9.78	15.35	15.35
SLIDE OFF	1	0.4	0.02	0	0	0.42	0.42
SMOKE	1	0	0	0	0	0	0
STOLEN VEHICLE	2	1.37	0.17	0.01	75.9	77.41	154.82
SUICIDE ATTEMPT	2	1.68	2.27	5.85	15.08	24.88	49.75



SUICIDE THREAT	5	6.55	0.47	5.18	20.31	32.51	162.53
SUSPICIOUS ACTIVITY	20	4.24	7.24	29.12	7.09	47.69	953.85
SUSPICIOUS PERSON	15	2.96	1.3	2.42	2.35	9.03	135.52
SUSPICIOUS VEHICLE	30	0.69	0.05	0.03	0.97	1.73	52.02
TEST	1	54.48	0	0	0	54.48	54.48
THEFT	25	10.57	4.96	0.89	5.62	22.03	550.75
THREATS	9	7.54	8.91	0	1.5	17.95	161.52
TRAFFIC ACCIDENT	15	2.46	3.91	2.88	13.51	22.76	341.43
TRAFFIC ACCIDENT HIT AND RUN	1	2.02	54.93	15.3	28.27	100.52	100.52
TRAFFIC ACCIDENT INJURY	1	3	0.07	13.22	94.43	110.72	110.72
TRAFFIC ACCIDENT/HIT AND RUN	2	1.4	0.02	9.43	7.41	18.26	36.52
TRAFFIC CONTROL	2	0.19	0.23	0	0	0.43	0.85
TRAFFIC PROBLEM	7	3.85	3.06	0.04	1.23	8.18	57.28
TRAFFIC STOP	562	0.16	0.25	0.01	0.83	1.25	702.77
TRAUMA	1	4.15	0.03	4.88	12.45	21.52	21.52
TRESPASS	9	5.15	2.63	0.23	9.97	17.98	161.83
UNATTENDED DEATH	2	1.79	0.05	1.53	40.99	44.36	88.72
UNKNOWN PROBLEM	5	1.07	0.05	0	0	1.12	5.58
UNSAFE TARGET PRACTICE	1	3.58	0.53	0	0	4.12	4.12
UNWANTED PERSON	18	4.52	3.7	0.79	5.88	14.88	267.88
VANDALISM	4	0.43	0	2.86	6.31	9.6	38.4
VEHICLE BREAK-IN	4	9.89	2.39	4.18	1.4	17.86	71.43
VERBAL DISPUTE	5	1.67	6.28	2.75	7.27	13.87	69.37
VERBAL DISTURBANCE	5	3.44	0.13	3.14	6.42	13.12	65.62
VIN INSPECTION	37	2.11	12.51	0.85	1.33	16.8	621.43
WARRANT SERVICE	13	1.61	0.29	7	15.32	24.22	314.8
WELFARE ASSISTANCE	4	2.87	6.89	8.55	12.93	27.28	109.12
WELFARE CHECK	53	3.76	6.11	2.03	2.94	14.82	785.53
WILDLIFE	5	5.88	3.21	0.64	1.46	11.19	55.93
NO CALL TYPE	1	0.25	8.65	0	0	8.9	8.9
<b>TOTAL CALLS FOR SERVICE - 2021</b>	<b>1720</b>						

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Call Number	Date	Type	Address	City, State	Call Taker
21051162	12/1/2021 12:46	SAFE TO TELL	DOLORES HIGH SCHOOL	DOLORES, CO	SWHITE
21051190	12/1/2021 15:55	ANIMAL WELFARE CHECK	300 N 15TH ST	DOLORES, CO	SWHITE
21051196	12/1/2021 16:30	INFORMATION ONLY	1301 CENTRAL AVE	DOLORES, CO	SBOGOTT
21051201	12/1/2021 16:45	VIN INSPECTION	207 CENTRAL AVE	DOLORES, CO	SBOGOTT
21051217	12/1/2021 18:19	SAFE TO TELL	1301 CENTRAL AVE	DOLORES, CO	SBOGOTT
21051240	12/1/2021 20:22	EXTRA PATROL	500 CENTRAL AVE	DOLORES, CO	SBOGOTT
21051332	12/2/2021 13:32	ATTEMPT TO SERVE CIVIL	111 N 11TH ST	DOLORES, CO	TMENDOZA
21051462	12/3/2021 12:34	INFORMATION ONLY	420 CENTRAL AVE	DOLORES, CO	VRENDON
21051654	12/4/2021 20:01	CIVIL	1003 CENTRAL AVE	DOLORES, CO	SBOGOTT
21051684	12/5/2021 3:49	UNWANTED PERSON	1011 CENTRAL AVE	DOLORES, CO	RYLSKA
21051737	12/5/2021 13:17	RECKLESS	400 RAILROAD AVE	DOLORES, CO	ALUDINGTON
21051741	12/5/2021 13:33	TRAFFIC STOP	100 RAILROAD AVE	DOLORES, CO	TMENDOZA
21051750	12/5/2021 15:07	PHONE CALL	1003 CENTRAL AVE	DOLORES, CO	TMENDOZA
21051771	12/5/2021 18:23	THEFT	1009 RAILROAD AVE	DOLORES, CO	ALUDINGTON
21051855	12/6/2021 11:02	FOUND PROPERTY	420 CENTRAL AVE	DOLORES, CO	TMENDOZA
21051979	12/6/2021 22:48	EXTRA PATROL	500 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
21052003	12/7/2021 7:47	FOLLOWUP	203 N 20TH ST	DOLORES, CO	VRENDON
21052141	12/8/2021 2:45	EXTRA PATROL	500 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
21052199	12/8/2021 11:15	LOST OR STOLEN PROPERTY	1011 CENTRAL AVE	DOLORES, CO	SWHITE
21052268	12/8/2021 16:03	TRAFFIC STOP	1319 RAILROAD AVE	DOLORES, CO	SWHITE
21052269	12/8/2021 16:12	EXTRA PATROL	1301 CENTRAL AVE	DOLORES, CO	SWHITE
21052271	12/8/2021 16:15	WELFARE CHECK	1002 RAILROAD AVE	DOLORES, CO	DPADILLA
21052276	12/8/2021 16:42	HARASSMENT	103 ERIK DR	DOLORES, CO	DPADILLA
21052302	12/8/2021 20:22	SUICIDE THREAT	1401.5 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
21052339	12/9/2021 8:27	FOUND PROPERTY	500 CENTRAL AVE	DOLORES, CO	VRENDON
21052416	12/9/2021 15:02	TRAFFIC STOP	100 N 5TH ST	DOLORES, CO	VRENDON
21052526	12/10/2021 9:43	TRESPASS	341 RAILROAD AVE	DOLORES, CO	TMENDOZA
21052540	12/10/2021 10:42	LOST OR STOLEN PROPERTY	500 CENTRAL AVE	DOLORES, CO	APARKER
21052582	12/10/2021 15:01	UNWANTED PERSON	1110 RAILROAD AVE	DOLORES, CO	TMENDOZA
21052665	12/11/2021 3:11	EXTRA PATROL	500 CENTRAL AVE	DOLORES, CO	RYLSKA
21052729	12/11/2021 12:28	COMMUNITY POLICING	1003 CENTRAL AVE	DOLORES, CO	TMENDOZA
21052794	12/11/2021 20:07	HARASSMENT BY PHONE	101 N 16TH ST	DOLORES, CO	ALUDINGTON
21052800	12/11/2021 21:05	CONSENSUAL CONTACT	1200 HILLSIDE AVE	DOLORES, CO	ALUDINGTON

21052888	12/12/2021 14:28 SMOKE	504 RIVERSIDE AVE	DOLORES, CO	SWHITE
21052973	12/13/2021 3:24 EXTRA PATROL	500 CENTRAL AVE	DOLORES, CO	RYLISKA
21052975	12/13/2021 3:47 911 HANG UP	1011 CENTRAL AVE	DOLORES, CO	RYLISKA
21053023	12/13/2021 11:36 SAFE TO TELL	1301 CENTRAL AVE	DOLORES, CO	SWHITE
21053084	12/13/2021 20:40 PHONE CALL	420 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
21053085	12/13/2021 20:42 UNWANTED PERSON	1011 CENTRAL AVE	DOLORES, CO	ALUDINGTON
21053088	12/13/2021 22:39 BREAK IN	200 N 8TH ST	DOLORES, CO	VYAMPOLSKY
21053185	12/14/2021 16:01 TRAFFIC STOP	200 S 8TH ST	DOLORES	SBOGOTT
21053192	12/14/2021 16:33 COMMUNITY POLICING	200 S 4TH ST	DOLORES, CO	SBOGOTT
21053277	12/15/2021 10:05 UNKNOWN PROBLEM	1011 CENTRAL AVE	DOLORES, CO	SWHITE
21053283	12/15/2021 10:16 RECKLESS	100 S 1ST ST	DOLORES, CO	SWHITE
21053286	12/15/2021 10:39 VEHICLE BREAK-IN	200 S 4TH ST	DOLORES, CO	SWHITE
21053291	12/15/2021 10:59 PARKING COMPLAINT	500 CENTRAL AVE	DOLORES, CO	APARKER
21053319	12/15/2021 13:47 VEHICLE BREAK-IN	113 CENTRAL AVE	DOLORES, CO	SWHITE
21053324	12/15/2021 14:23 JUVENILE PROBLEM	1301 CENTRAL AVE	DOLORES, CO	DPADILLA
21053390	12/15/2021 22:20 SUSPICIOUS ACTIVITY	701 RAILROAD AVE	DOLORES, CO	VYAMPOLSKY
21053417	12/16/2021 2:12 EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
21053431	12/16/2021 6:47 CIVIL STANDBY	701 RAILROAD AVE	DOLORES, CO	TMENDOZA
21053474	12/16/2021 10:34 ANIMAL AT LARGE	200 N 7TH ST	DOLORES, CO	VRENDON
21053499	12/16/2021 12:04 RECOVERED STOLEN	503 RIVERSIDE AVE	DOLORES, CO	VRENDON
21053536	12/16/2021 15:30 TRAFFIC ACCIDENT	700 RAILROAD AVE	DOLORES, CO	VRENDON
21053540	12/16/2021 15:51 RESTRAINING ORDER VIOLATION	1205 CENTRAL AVE	DOLORES, CO	VRENDON
21053585	12/16/2021 19:38 THREATS	101 N 16TH ST	DOLORES, CO	RYLISKA
21053597	12/16/2021 21:45 HARASSMENT	501 RAILROAD AVE	DOLORES, CO	VYAMPOLSKY
21053738	12/17/2021 15:05 FOLLOWUP	701 RAILROAD AVE	DOLORES, CO	TMENDOZA
21053840	12/18/2021 9:22 UNWANTED PERSON	1011 CENTRAL AVE	DOLORES, CO	TMENDOZA
21053860	12/18/2021 11:29 VEHICLE BREAK-IN	1002 RAILROAD AVE	DOLORES, CO	TMENDOZA
21053910	12/18/2021 16:40 TRAFFIC STOP	94 CENTRAL AVE	DOLORES, CO	APARKER
21053914	12/18/2021 17:02 INFORMATION ONLY	1011 CENTRAL AVE	DOLORES, CO	APARKER
21053927	12/18/2021 18:10 TRAFFIC STOP	1200 RAILROAD AVE	DOLORES, CO	ALUDINGTON
21053936	12/18/2021 20:30 TRAFFIC STOP	501 RAILROAD AVE	DOLORES, CO	RYLISKA
21053947	12/18/2021 21:53 TRAFFIC STOP	100 RAILROAD AVE	DOLORES, CO	RYLISKA
21054005	12/19/2021 13:10 TRAFFIC STOP	800 RAILROAD AVE	DOLORES, CO	SWHITE
21054020	12/19/2021 15:13 TRAFFIC STOP	700 RAILROAD AVE	DOLORES, CO	SWHITE

21054023	12/19/2021 15:48	TRAFFIC STOP	500 RAILROAD AVE	DOLORES, CO	SWHITE
21054025	12/19/2021 16:00	TRAFFIC STOP	400 RAILROAD AVE	DOLORES, CO	SWHITE
21054033	12/19/2021 17:07	TRAFFIC STOP	1000 RAILROAD AVE	DOLORES, CO	SWHITE
21054059	12/19/2021 19:49	TRAFFIC STOP	200 RAILROAD AVE	DOLORES, CO	SWHITE
21054064	12/19/2021 20:34	DOMESTIC VIOLENCE	18380 HWY 145	DOLORES, CO	ALUDINGTON
21054108	12/20/2021 9:49	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	VRENDON
21054179	12/20/2021 13:43	FOLLOWUP	1501 HILLSIDE AVE	DOLORES	VRENDON
21054192	12/20/2021 15:24	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	VRENDON
21054194	12/20/2021 15:34	AGGRESSIVE ANIMAL	103 N 17TH ST	DOLORES, CO	SWHITE
21054294	12/21/2021 8:05	NOISE COMPLAINT	100 N 16TH ST	DOLORES, CO	VRENDON
21054298	12/21/2021 8:38	TRAFFIC STOP	200 N 18TH ST	DOLORES, CO	SWHITE
21054313	12/21/2021 9:53	UNWANTED PERSON	1011 CENTRAL AVE	DOLORES, CO	VRENDON
21054392	12/21/2021 15:18	PHONE CALL	715 RAILROAD AVE	DOLORES, CO	SWHITE
21054426	12/21/2021 19:40	UNKNOWN PROBLEM	501 RAILROAD AVE	DOLORES, CO	SBOGOTT
21054456	12/22/2021 2:21	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	VYAMPOLSKY
21054479	12/22/2021 9:37	VIN INSPECTION	103 ERIK DR	DOLORES, CO	SWHITE
21054549	12/22/2021 16:03	SUSPICIOUS ACTIVITY	1000 RAILROAD AVE	DOLORES, CO	SWHITE
21054622	12/23/2021 7:24	SUICIDE THREAT	18380 HWY 145	DOLORES, CO	VRENDON
21054712	12/23/2021 16:54	TRAFFIC STOP	800 RAILROAD AVE	DOLORES, CO	RYLSKA
21054730	12/23/2021 19:39	TRAFFIC STOP	900 RAILROAD AVE	DOLORES, CO	VYAMPOLSKY
21054749	12/23/2021 23:37	EXTRA PATROL	501 RAILROAD AVE	DOLORES, CO	RYLSKA
21054752	12/23/2021 23:48	BUSINESS ALARM	101 S 6TH ST	DOLORES, CO	VYAMPOLSKY
21054759	12/24/2021 1:38	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	RYLSKA
21054817	12/24/2021 15:23	TRAFFIC STOP	1000 RAILROAD AVE	DOLORES, CO	VRENDON
21054902	12/25/2021 8:50	TRAFFIC STOP	1 RAILROAD AVE	DOLORES, CO	APARKER
21054906	12/25/2021 9:45	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	APARKER
21055066	12/26/2021 20:27	PHONE CALL	700 RIVERSIDE AVE	DOLORES, CO	ALUDINGTON
21055083	12/26/2021 23:51	EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	RYLSKA
21055086	12/27/2021 0:23	DISTURBANCE	104 N 20TH ST	DOLORES, CO	ALUDINGTON
21055097	12/27/2021 3:57	FALL VICTIM	303 CENTRAL AVE	DOLORES, CO	ALUDINGTON
21055154	12/27/2021 12:57	SUICIDE ATTEMPT	798 RAILROAD AVE	DOLORES, CO	SWHITE
21055211	12/27/2021 20:14	ASSIST OTHER AGENCY	1009 RAILROAD AVE	DOLORES, CO	ALUDINGTON
21055212	12/27/2021 20:54	SLIDE OFF	100 N 18TH ST	DOLORES, CO	ALUDINGTON
21055256	12/28/2021 8:42	PROPERTY DAMAGE	207 S 7TH ST	DOLORES, CO	DPADILLA

21055308	12/28/2021 13:35 CIVIL	207 N 12TH ST	DOLORES, CO	DPADILLA
21055334	12/28/2021 15:52 TRAFFIC STOP	94 CENTRAL AVE	DOLORES, CO	DPADILLA
21055369	12/28/2021 21:34 SUSPICIOUS ACTIVITY	18390 HWY 145	DOLORES, CO	ALUDINGTON
21055403	12/29/2021 9:12 BUSINESS CHECK	420 CENTRAL AVE	DOLORES, CO	LJOHNSON
21055415	12/29/2021 11:16 TRAFFIC PROBLEM	300 S 4TH ST	DOLORES, CO	LJOHNSON
21055419	12/29/2021 12:03 TRAFFIC ACCIDENT	2000 CENTRAL AVE	DOLORES, CO	LJOHNSON
21055427	12/29/2021 13:23 BUSINESS CHECK	501 RAILROAD AVE	DOLORES, CO	LJOHNSON
21055429	12/29/2021 13:56 TRAFFIC ACCIDENT	101 N 16TH ST	DOLORES, CO	LJOHNSON
21055434	12/29/2021 14:50 FOLLOWUP	510 CENTRAL AVE	DOLORES, CO	LJOHNSON
21055439	12/29/2021 15:20 TRAFFIC PROBLEM	100 RAILROAD AVE	DOLORES, CO	LJOHNSON
21055487	12/29/2021 23:32 EXTRA PATROL	420 CENTRAL AVE	DOLORES, CO	SBOGOTT
21055539	12/30/2021 13:28 PHONE CALL	411 CENTRAL AVE	DOLORES, CO	VRENDON
21055672	12/31/2021 14:39 TRAFFIC STOP	1501 CENTRAL AVE	DOLORES, CO	SWHITE



## Dolores Colorado

To: MAYOR AND TRUSTEES  
From: Ken Charles, Dolores Town Manager  
Dt: January 10, 2022  
RE: Meeting Information Update

### Monday/s Town Board Meeting

On the agenda for our regular meeting Monday January 10:

- There will be a discussion followed by Action on Resolution 466 to approve the IGA between the State of Colorado and the town to approve the SouthWEST Opioid Response District Agreement as a participating municipality. Jon Kelly and Ken Charles will present.
- There will be a discussion and action on the proposed Request for Proposals (RFP) for the development of a conceptual plan for Joe Rowell Park.
- Municipal Judge-Judge Shaner has resigned from the Dolores municipal judge position. Later in the agenda the town board will discuss/review the two applicants and appoint the new judge.

### General Updates

- Energy Performance Contracting-recently town staff met with members of the town's Energy Performance Contract consultant Iconergy to listen to the initial findings regarding the town's building facilities audit. The audit included an analysis of the town's water meters, improvements to the blower system at the Wastewater Treatment Plant, town shop, town hall and streetlights. Generally, energy savings were more limited than at first thought. There are several items from the audit that merit attention though. A brief report and table follow my Update. Iconergy will be the agenda for the January 24 meeting.
- The town held two open houses on January 6 and 7 to allow members of the public to participate in a presentation on the Draft LUC by the town's consultant Elizabeth Garvin and staff. The public will have the opportunity to make comments. Tentative schedule to adopt the revised Land Use Code (LUC). Beginning in October 2019 the Dolores Planning and Zoning Commission and staff have diligently worked with the town's consultant Elizabeth Garvin to draft a revised LUC. The revisions are now complete, and we are prepared to move toward adopting the full revised code. The schedule, subject to change is:
  1. On January 11, 2022, the Planning and Zoning Commission will hold a public hearing followed by a motion to recommend to the town board either approval of the code, approval with changes or to recommend not approving the LUC.
  2. On January 24, 2022, the mayor and trustees will review on First Reading adoption of the revised LUC



3. On February 14, 2022, the mayor and trustees will hold a public hearing on the revised LUC followed by action to either approve the LUC, approve with changes or delay the approval pending further changes.

The entire draft LUC is posted online at the town's website and can be accessed from the Home Page. Also available is a Power Point prepared by Elizabeth Garvin that highlights the major changes in the LUC. Elizabeth will present the PP at the First Reading of the Adoption Ordinance January 24.

As you review the code, please contact me with questions, clarifications or comments that you might have.

- Strategic Plan. On Monday January 17 from 6:30 to 9:00 pm there will be a workshop to discuss the draft Strategic Plan.
- Municipal Election candidate packets were made available January 4. To be eligible completed petitions must be returned to town hall to the town clerk by 5:00 pm January 24.

#### Upcoming Events

- January 11 6 pm The planning and Zoning Commission will hold a public hearing on the draft LUC. The public hearing will be followed with a recommendation to the town trustees to either adopt the code, adopt with modifications or postpone.
- January 11 8:00 am Ponderosa Restaurant Chamber board meeting.
- January 13 The Parks committee will meet at town hall at 6:00 pm. Agenda items to include the JRP conceptual plan, a report on the Dolores River plan developed by Aquahab and an update on the Community Gardens project.
- January 17 6:30 pm Strategic planning session with mayor and trustees.
- January 20 Region 9 Regional Transit Council meeting.
- January 21 SWCCOG Board Retreat.
- January 24 Regular Town Board meeting.
- January 27 Region 9 Economic Development District of SW Colorado annual board meeting.
- January 12 CML Legislative workshop-free webinar. Provides a snapshot of the upcoming legislative session. Register: <https://www.cml.org/home/networking-events/2022/01/12/default-calendar/webinar-legislative-preview-web-j12-22>. I can register you if interested.

#### Staff Administrative 2022 Projects

- Complete LUC adoption process
- Complete Strategic Plan
- Upgrade employee handbook
- Integrate online payment system with new Ampstun software and create online fillable forms
- Watershed Protection Plan
- Purge paper files per records retention schedule
- Update the town's entire fee schedule (some fees are >20 years old)



**Report from Iconergy  
Energy Performance Contracting Update  
January 2022**

**Brief history-**

RFP for Energy Performance Contracting was issued in March 2022

Dolores Selected Iconergy as the Energy Services Company to perform the project and entered in to the IGA contract in July.

**Progress-**

Iconergy has been working on the Investment Grade Audit of all town facilities including an assessment of the towns water metering system

Iconergy is finalizing the recommendations for a project that will address the deficiencies identified in the IGA process and improve overall energy and operational efficiency of the towns facilities and water metering system.

The goal of the project is to accomplish facility improvements with little impact on the town's capital budget

The current project is in the realm of \$1.1M and targets improvements to the following systems:

Automated Metering Infrastructure for the towns water metering system

Street lighting system retrofit to LEDs

Water Plant system improvements to lighting and system controls

Maintenance Shop lighting, block heaters and HVAC system controls

Town Hall HVAC system, insulation, building envelop, lighting and controls systems

Iconergy is evaluating grant applications and we are targeting a DOLA grant application for the March cycle

Current project performance indicators show 74% of project funding from grants is probable

Most of the remaining project costs can be funded through energy and operational savings resulting in little impact on Dolores Capital budgets.

In addition, Iconergy is evaluating adjustments to the towns water rates which could potentially fund a significant portion of the remaining costs while keeping our water rates in line with surrounding communities and water district rates

We will continue to work on various project scopes and funding alternatives with Iconergy and they complete their engineering work

Iconergy plans to have IGA results finalized soon and we are targeting the January 24<sup>th</sup> Board meeting or a study session for a presentation of IGA results and Q&A on the project.

Following guidance from the trustees , Iconergy will finalize the project scopes and budgets and prepare for the March DOLA grant application. Application is due on March 4<sup>th</sup>.



January 4, 2022

## Iconergy- Town of Dolores Preliminary EPC Project Measures and Budget Costs

Location	Scope	Existing	Proposed	Budget Implementation Cost	Budget Energy Savings	Budget Ops Savings	Budget Total Savings
Water Meters	Water Meter AMI Upgrades	Old, manually read meters, but still accurate (99%+ per testing)	Add cellular endpoints to existing meters. Repeaters beyond city limits will require drive-by. Adjust wastewater rate.	\$460,000	\$0	\$7,500	\$7,500
	Leak Detection	10%-20% non-revenue water (NRW) loss	Estimated savings of 3,000 kgal/yr	\$125,000	\$0	\$4,500	\$4,500
	Other Water System Improvements?	??	??				
Street lights	LED Street Lamps	Sodium	Empire is performing LED replacements, but only when old lamps reach lifetime. If we can	\$68,000	\$5,181	\$0	\$5,181
4th Street Bridge Lights	LED bulb-only upgrade.	Grid connection for 500 W of lighting, 300 kWh/mo.	Replace with PV Streetlight	\$7,100	\$400	\$0	\$400
Water Plant	LED	qty 25 2-lamp T12	New LED lamps	\$2,600	\$49	\$10	\$59
	Controls (add water well)	Well is manually run, time adjusted for tank level	Add water well supply to existing SCADA. The city water tank already has a wireless connection protocol.	\$5,500	\$0	\$0	\$0
	Generator	currently no backup power	Pour pad and install. Tie into disconnect on pole behind building.	\$65,823	\$0	\$0	\$0
Sewage Plant	LED	qty 26 2-lamp T12	New LED lamps	\$2,700	\$51	\$10	\$61
	VFDs and Motor Replacements	Constant Speed Motors		\$0			
DO is stocked during day and consumed at night in the spring/fall. Main blower 24h, during day 2ndy blower for 10-12h.	Controls (new)	Currently all manual	Add SCADA system with DO and temp sensors.	\$50,000	TBD	\$0	\$0
Mx Bldg / Shop	LED	qty 37 2-lamp T8s (20% of working year occupied)	New LED lamps	\$4,000	\$161	\$32	\$194
	Block heaters	Run 24/7 when plugged in. Plugged in prior to snow events. Backhoe & Loader plugged in all time (mid-Nov to March).	Add thermostatic control, maybe timer. (qty 6)	\$7,000	TBD	\$0	\$0
	To be investigated.			\$0		\$0	\$0
Town Hall (5000ft2)	Insulate sheriff's office	Uninsulated concrete walls on 3 sides	Was once prison. Frame over concrete walls and spray foam. Drywall, paint.	\$13,000	\$250	\$0	\$250
	Reframe garage bays x 2	Walls go down to grade. Slab extends from inside to outside with no thermal break. Water intrusion and mold observed.	Demo existing walls, saw cut slab for thermal break, new footing and stub foundation to prevent water ingress, frame new wall with insulation and windows. T-	\$71,000	\$100	\$0	\$100
	Attic insulation	Energy loss, bldg discomfort, snow avalanche in front of Sherrif's office.	Blow (more) cellulose. Need raised walkways for maintenance & access to ducts.	\$19,000	\$500	\$0	\$500
	HVAC Upgrade to VRF	Half of bldg has no cooling, other half is evap cool.	Existing duct seems fine. Damper system for heat/cool changeover.	\$156,000	\$0	Switchover savings - twice annual cost	\$0
	Solar	Existing array maxes out previous baseline.	Enough to make net zero (TBD)	\$25,000	\$1,000	\$0	
	TAB	Ducts are unbalanced but in good shape. Many space heaters/fans.	Might lack dampers. Didn't check. Some returns need to be unblocked. (Especially Sherrif's office at distal end.)	\$7,000	\$0	\$0	\$0
	LED	Mostly T8 and T12 with some LED	New LED lamps	\$11,000	\$655	\$50	\$705
	To be investigated.					\$0	\$0
				\$1,099,723	\$8,348	\$12,102	\$19,451

TREASURER'S REPORT  
TOWN OF DOLORES  
JANUARY 3, 2022

Petty Cash	\$300.00
Hi-Fi Savings Account	\$986,034.80
Checking Account	\$122,455.76
Conservation Trust Fund	\$14,628.49
ColoTrust	\$859,464.40
Bonds	\$558,169.83
Business Account (AFLAC)	\$681.61
Regular Savings Account	\$5,208.33
New Playground Account/Dc	\$3,255.33
<b>Total Cash/Reserve</b>	<b>\$2,550,198.55</b>

**PARKS/PLAYGROUND ADVISORY COMMITTEE****REPORT**

1. Community Garden: Our recommendation is to continue to move ahead with the proposal from Amber Lansing on behalf of the Good Samaritan Org and the Cortez Community Garden group who will help with layout, installation, and management. After a site walk with Amber, Ken, Randy and others we recommend developing a site just East of the frost-free faucet at the West end of where the dirt pile was (now removed). We have asked Amber to work with Ken on an MOU and prepare a detailed proposal and plan for the BOT to discuss and consider for approval. Amber would like to work on site preparation, so the garden is ready for planting by early Spring. She has funds necessary for construction of a deer proof fence and beds for the garden. She also has a plan for volunteer recruitment to assist with all aspects of the garden project.
2. JRP sign: The sign is basically completed but based on Randy's recommendation will not be installed until Spring when the weather will permit the concrete work for installation and building of a barrier under the sign as required by Town ordinance. At that time the plaques for trees purchased by playground donors will also be installed.
3. Flanders Master Park plan and restroom construction: Ken can report on the progress of this project.
4. JRP Master Plan: We have been working with Ken on editing the RFP for the JRP Master Plan. It will be submitted to the BOT for approval and to potential contractors once Ken feels the RFP is adequate.
5. We are in the process of reviewing the AquaHab proposal for CPW Fishing is Fun funding. We are scheduling a Zoom call and site meeting with the proposal's author in January to assist with our recommended revisions. The proposal needs to be submitted early March.

**MINUTES**  
**TOWN OF DOLORES COLORADO**  
**PARKS/PLAYGROUND ADVISORY COMMITTEE**  
**DECEMBER 9<sup>TH</sup>, 2021 6:00 P.M.**

THE MEETING WAS HELD LIVE AND VIRTUALLY BY ZOOM SEE THE TOWN WEBSITE FOR RECORDING AT

<https://townofdolores.gov>

- 1. CALL TO ORDER:** Commissioner Grigg called the meeting to at 6:12 p.m.
- 2. ROLL CALL:** Committee Members present: Kalin Grigg, Nikki Gillespie, Marianne Mate, and Hugh Robinson. Also present was Ex-Officio Tracy Murphy.
  - 2.1 Staff Present:** Town Manager Ken Charles (virtually) and Town Clerk Tammy Neely.
- 3. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.** None stated or given.
- 4. ACTION/APPROVAL OF THE AGENDA,** for the December 9<sup>th</sup>, 2021, meeting: Agenda was approved. Commissioner Mate later mentioned that public comment needs to appear on the agenda.
- 5. Public Comment:** Commissioner Grigg opened the meeting for public comment. No comment was given.
- 6. ACTION/APPROVAL OF THE MINUTES** from November 11<sup>th</sup>, 2021, meeting. Commissioner Gillespie moved to approve the minutes for November 11<sup>th</sup>, 2021, seconded by Commissioner Mate. Motion was approved.
- 7. DISCUSSION OF CONTINUING BUSINESS:**
  - **Community Garden:** The Community Garden group will be ready to go on with the community garden once a spot for the garden is established. Commissioner Grigg informed the committee that he hopes to get an MOU and a design ready to go before the Board of Trustees. Placement of the property was discussed, and it may be property on the south side of the playground. Funding has been approved for the garden. Trustee Murphy questioned drive up access to the garden. The predicted garden size will 20 X 30.
  - **Playground Park Sign:** The sign is complete. Installation will need be later in the 2022 because of the weather. An obstacle will need to be placed under the sign so that no injuries can happen. The sign was constructed according to the sign codes. Commissioner Grigg recommended the shrubs in the park be removed. They are being destroyed and will hide the pickets. Also discussed was a possibility of transplanting the survivors.
  - **Tree Plaques:** The tree plaques have been misplaced. They discussed replacing them. Plaques are expected to be replaced next spring.

- **Flanders Parks Plan and restroom design/construction:** Manager Charles remarked; the survey is done. There are meetings setup with the Architecture. And he also discussed the grant.
- **JRP Master Plan:** Review of the Draft Consultant RFP. The RFP was enclosed in the packet. The Committee discussed the Master RFP funding. There are other parks to be considered. It was mentioned that there is a trails and mobility plan. This is about the selection of what will need to be added to the plan. Trustee Murphy remarked that there is time spent on the documentation and not implementing it. Commissioner Robinson wants more into the document. The Plan needs to show goals and show the best use of the space is what Commissioner Gillespie visioned. Facilitating the process would need to be priority. Manager Charles stated the community has done a very good job using the resources they have. The challenge will be is what gets excluded. Consultants will talk to the stakeholders. Trustee Murphy commented that the orchard was not included in the RFP plan Existing structures and uses two pavilions, an orchard, existing bathroom structures, and soccer goals as well. The objective of the town is not to have a track and football field. It is not the responsibility of the Town. Missing items for discussion are open space. Commissioner Grigg questioned the fitness stations, and pump track, these issues need to identify and prioritize and should be open ended. We are asking the Consultant to do a definitive process. Manager Charles stated it will take place during the interviewing process. Commissioner Robinson questioned the funding. There is a Wishlist and asked if it will back to GOCO. Manager Charles stated it could include in the scope of the plan. Diversity, equity, inclusion, Trustee Murphy suggested accessibility (DEIA). Manager Charles informed the committee if they ideas or questions on the scope of services to email him.
- **Habitat and Access Plan for Dolores River-Aqua Hab Inc report:** Manager Charles presented a report from Corey Sue Hutchinson's proposal for a fishing is fun grant. Commissioner Mate found the proposal confusing and inaccurate. Trustee Murphy questioned pulling boulders from the riverbank was proposed. She asked if would destabilize the bank? Manager Charles suggested that a call with Corey would be needed to clarify the proposal. Also discuss was the grant project.

**8. NEW BUSINESS: none**

**9 ADJOURNMENT:** Commissioner Grigg adjourned the meeting at 8:04 p.m.



## Opioids Response Round-Up



# News From Attorney General Phil Weiser

**With critical mass of local government support reached, Colorado set to receive \$385 million from opioid settlements with Johnson & Johnson and major drug distributors**

Jan. 4, 2022 (DENVER)—Colorado stands to receive its maximum share of funding from legal settlements reached with Johnson & Johnson and the nation's three largest drug distribution companies that fueled the opioid crisis, Attorney General Phil Weiser announced today. With all 64 counties and nearly 100% of the municipalities needed signed onto the settlements and a joint framework for distributing opioid dollars throughout the state, Colorado is set to receive approximately \$385 million when the settlements are finalized in 2022.

The settlement agreements with Johnson & Johnson and the drug distributors require states to have significant participation by their counties and municipalities in order to receive maximum base and bonus payments. The joint framework that Attorney General Weiser unveiled in August is the mechanism his office used to garner local government participation in the Johnson & Johnson and the distributors' settlements. This framework will also govern the distribution of any funds from future opioid settlements. Colorado is one of the first states to reach this critical local government participation threshold and maximize its settlement payments.

"By bringing together this amazing level of local government support well in advance of the January 26 sign-on deadline, Colorado is demonstrating its collaborative solving problem culture and commitment to combating the opioid epidemic. As a result, we as a state will be poised to act on our opioid response plan as soon as settlement dollars come to our state. I thank the department staff and our local government partners, including Colorado Counties Inc. and the Colorado Municipal League for working collaboratively to design the opioid framework and helping us achieve this incredible milestone," Attorney General Weiser said.

The joint framework is structured according to a memorandum of understanding between the Colorado Department of Law and all counties, municipalities, towns, and county and city municipal corporations in the state that agree to the framework even if they have not filed lawsuits against opioid manufacturers or others for their role in creating and fueling the opioid epidemic. Most of the opioid settlement proceeds go directly to 19 regional collaboratives and local governments for opioid abatement purposes such as drug treatment, recovery, prevention and education, and appropriate harm reduction programs.

The attorney general's office worked with local government representatives, including city and county attorneys and leaders from Colorado Counties, Inc., and the Colorado Municipal League, to develop the joint framework.

"Reaching 100% signatures from counties is a huge success and our commissioners are very proud of this. The members of Colorado Counties, Inc. truly appreciate the partnership counties developed with the attorney general's office during this entire process and believe this positive partnership is one of the reasons we reached 100% participation from counties. This kind of collaboration and partnership is how government should work and is something the attorney general modeled well," said John Swartout, executive director of Colorado Counties, Inc.

"Municipalities from every part of the state have seen the devastation caused by opioids. CML is proud to be part of state-local partnership at its best and is thankful for the leadership of Attorney General Weiser," said Kevin Bommer, executive director of the Colorado Municipal League, a non-profit, non-partisan organization representing 270 Colorado cities and towns.

The Johnson & Johnson settlement dollars will be paid over nine years, with the majority of the funds paid during the first three years, and the drug distributor settlement dollars will be paid over 18 years. The first payments are to be delivered later in 2022. Colorado expects additional settlement dollars from Mallinckrodt when it exits bankruptcy. The state has already received more than \$8 million in funds from a \$10 million settlement with McKinsey & Company.

Weiser continues to investigate additional companies and individuals who have contributed to the opioid epidemic. For more information on the joint framework and how Attorney General Weiser and the Department of Law are combating the opioid epidemic please visit [www.coag.gov/opioids](http://www.coag.gov/opioids).

###

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**Town of Dolores  
Resolution No R466  
Series 2022**

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL  
AGREEMENT OF PARTICIPATING LOCAL GOVERNMENTS  
AND AUTHORIZING THE MAYOR TO EXECUTE THE  
AGREEMENT ON BEHALF OF THE TOWN**

WHEREAS many Colorado communities have been devastated by opioid overdoses and addiction, the reach of which has affected the citizens of the Town of Dolores.

WHEREAS the state of Colorado office of Attorney General has negotiated a settlement with major opioid drug manufacturers, including Johnson & Johnson, Purdue Pharma and the Sackler family, Mallinckrodt, and McKinsey & Company.

WHEREAS, the Town executed a Memorandum of Understanding, settlement participation forms, and an escrow agreement, on forms prescribed by the Colorado Attorney General to accept the terms of the settlement. Among them was the Colorado Opioids Summary Memorandum of Understanding (the "Colorado MOU").

WHEREAS, pursuant to the Terms of the Colorado MOU, Participating Local Governments must organize themselves into Regions, as further depicted in Exhibit E to the Colorado MOU. The SWORD (Region 17) is composed of Participating Local Governments in Montezuma, Dolores, San Juan, La Plata, and Archuleta Counties including the Southern Ute and Ute Mountain Ute Indian Tribes.

WHEREAS, pursuant to the terms of the Colorado MOU, these local governments and Native American nations are proposing to enter into an Agreement to create the "SouthWEST Opioid Response District (SWORD)" to allocate and oversee settlement funds. A copy of the Agreement creating the SWORD is attached hereto as Exhibit A and is herein referred to as the "Agreement."

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado.

WHEREAS, the Board of Trustees is empowered by Section 31-15-401(1)(b), C.R.S., to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.

WHEREAS Colorado Revised Statutes, § 31-15-401 grants general police powers to the Board of Trustees to promulgate ordinances for the health, safety, and welfare of the public.

WHEREAS, the Board of Trustees determines that it is in the best interests of the health, safety and welfare of the inhabitants of the Town to exercise its express statutory authority to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Dolores:

1. The Town of Dolores elects to enter into the SouthWEST Opioid Response District (SWORD) Agreement attached hereto as Exhibit A as a participating municipality and to be bound by its terms.
2. The Board of Trustees designate and authorize the mayor of the Town of Dolores, to execute the Agreement on the Town's behalf.

Passed, adopted and approved this 11<sup>th</sup> Day of January 2022.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: \_\_\_\_\_, Mayor Chad Wheelus

Attest: \_\_\_\_\_, Town Clerk Tammy Neely

SouthWEST Opioid Response District (SWORD)  
**INTERGOVERNMENTAL AGREEMENT OF PARTICIPATING LOCAL  
GOVERNMENTS**

**THIS** SouthWEST Opioid Response District (SWORD) **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made between Archuleta County, Dolores County, La Plata County, Montezuma County, San Juan County and the included municipalities as undersigned below, individually herein as "Participating Local Governments" or "Party" or collectively as the "Parties").

**RECITALS**

**WHEREAS**, the State of Colorado and the Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding (the "Colorado MOU"), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

**WHEREAS**, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

**WHEREAS**, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

**WHEREAS**, pursuant to the Terms of the Colorado MOU, Participating Local Governments must organize themselves into Regions, as further depicted in Exhibit E to the Colorado MOU. The SWORD (Region 17) is composed of Participating Local Governments in Montezuma, Dolores, San Juan, La Plata, and Archuleta Counties including the Southern Ute and Ute Mountain Ute Indian Tribes;

**WHEREAS**, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share and each Region shall be eligible to receive a Regional Share according to Exhibit C to the Colorado MOU;

**WHEREAS**, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds and shall administer its Regional Share allocation;

**WHEREAS**, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

**WHEREAS**, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

**WHEREAS**, each such Regional Council shall designate a fiscal agent from a participating county or municipal government within that Region;

**WHEREAS**, each such Regional Council shall submit an initial two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

**WHEREAS**, the Agreement pertains to the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES**. The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU, and the accompanying exhibits to the Colorado MOU, as incorporated herein by reference.

3. **REGIONAL COUNCIL**.

**3.1. Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties (Participating Local Governments), shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered. This may also include settlement funds from individual communities that chose to designate to the regional pool.

**3.2. Membership:** The Parties agree that the Regional Council for the Southwest Region (Region 17) shall be called the **SouthWEST Opioid Response District (SWORD)** and consist of at least seven (7) members from the following:

- a. **Voting Members.** Voting Members shall be appointed by the Parties as set forth below. The Parties shall collaborate to appoint Local Government Members and at least one Voting Member shall be appointed from each county. No single county or city/town should dominate the make-up of the Regional Council, and to the extent practicable, each Voting Member shall reside, or be employed by, a different city/town within the counties. Voting Members shall be selected as follows:
  - i. 1 representative appointed by each county (can be commissioners).
  - ii. 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the

Regional Council.

- iii. At least 1 representative from each public health department within the region.
  - iv. At least 1 representative from a county human services department.
  - v. At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
  - vi. At least 1 representative from a municipal or county court system within the region.
- b. **Non-Voting Members.** Non-voting members shall serve in an advisory capacity with the **SWORD** Bylaws outlining terms and selection criteria. Any Non-Voting Members shall be appointed by the Parties and comprised of, but not limited to the following, and shall not to include providers who may be recipients of funds:
- i. Representatives from behavioral health providers.
  - ii. Representatives from health care providers.
  - iii. Recovery/treatment experts.
  - iv. Other county or city representatives.
  - v. Tribal representatives.
  - vi. A representative from the Attorney General's Office as desired.
  - vii. Community representative(s), preferably those with lived experience with the opioid crisis.
- c. **Chair:** The Voting Members of the SWORD Council shall appoint one member to serve as Chair of the Regional Council. The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the SWORD Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be a Voting Member.
- 3.3. Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- 3.4. Terms:** The SWORD Council will establish terms and procedures through its Bylaws, that will be consistent with this IGA and the Colorado MOU. A copy of the Bylaws, will be attached as Exhibit A of this Agreement.

- a. If a Voting Member resigns or is otherwise removed from the SWORD Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) to serve the remainder of the term. If the Parties are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the SWORD Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a).
- b. SWORD Council members may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

**3.5. Duties:** The Regional Council shall be the entity that is responsible and has the authority to engage with the Abatement Council on behalf of the Region and follow the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

**3.6. Governance:** The SWORD Council will establish its own procedures through adoption of bylaws but is not a separate legal entity. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

Should the SWORD Council require legal assistance, the Regional Council will either hire its own legal counsel or utilize the legal counsel from one of the county or municipal governments within the regional area. The Regional Council will determine the method for compensating legal counsel, if needed; provided, however, that if the reason for employing legal counsel is to resolve a dispute within the Regional Council or among the Local Governments that make up the Regional Council, the parties involved in the dispute will recuse themselves from the decision regarding utilizing legal counsel.

**3.7. Collaboration:** The Regional Council should work to facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

**3.8. Transparency:** The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

**3.9. Conflicts of Interest:** All Members of the Council, voting and non-voting, shall abide by the conflict-of-interest rules applicable to local government officials under state law.

**3.10. Ethics Laws:** Members of the Council shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

**3.11. Decision Making:** The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

#### **4. REGIONAL FISCAL AGENT**

**4.1. Purpose:** According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region. This may also include settlement funds from individual communities that chose to designate to the regional pool.

**4.2. Designation and Term:** The Parties agree that **La Plata County** shall act as the initial fiscal agent for the Region for a period of one-year from the date this Agreement becomes effective, or until a replacement fiscal agent has been appointed by the Regional Council, unless the fiscal agent resigns as set forth in this Agreement. Thereafter, the Regional Council shall nominate and designate a fiscal agent for the Region by majority vote on an annual basis. Regional fiscal agents must be one of the Participating Local Governments.

**4.3. Duties:** The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council; provided, that nothing shall require the fiscal agent to make funds available or expend them when the fiscal agent has a reasonable basis to believe that use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement. Additionally, to the extent that the Regional fiscal agent is responsible for contracting with third-parties for goods and services approved by the Regional Council, the fiscal agent will procure goods or services, and award contracts, in the manner that is consistent with its own procurement code and/or policies and will only enter into agreements on terms that are agreeable to the fiscal agent.
- b. **Reporting to Abatement Council:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that

the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

**4.4. Authority:** The fiscal agent serves at the direction of the Regional Council and in service to the entire Region, subject to the limitations set forth in this Section 4. The terms of the Colorado MOU control the authority of the Regional Council, and by extension, the Regional fiscal agent. The Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

**4.5. Administrative Fee:** According to the Colorado MOU, the total administrative fee paid by the Regional Council for all administrative costs shall not exceed actual costs or 10% of the Region's allocation of the Regional Share, whichever is less.

This Parties agree that the Regional fiscal agent shall receive an administrative fee of 10%, or its actual costs if less, annually including but not limited to in-kind expenses for staff services. The rates, fees, or the cost of staff and employee services provided by the fiscal agent shall be based upon each Party's organization-wide cost allocation plan that allocates indirect costs across operations prepared in accordance with the cost principles found in the Office of Management and Budget Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

The Parties further agree that if the fiscal agent becomes involved in litigation or is required to take any action to enforce or defend any contract or agreement entered into on behalf of the Regional Council, the fiscal agent shall be entitled to reimbursement of all costs and expenses, as well as attorneys' fees, incurred in prosecuting, defending, or settling such matter. Such costs shall be paid for first from the then-current or future administrative costs the Regional Council is allowed to collect from the Opioid Funds and then equally by the Parties themselves, to the extent permitted by law. Provided, however, that the Regional Council shall have no duty to reimburse the fiscal agent if the litigation is as a result of the fiscal agent's gross negligence or willful conduct.

**4.6. Resignation of Fiscal Agent:** If the fiscal agent has a reasonable basis to believe that any proposed use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement, if procurement of goods or services would be inconsistent with its own procurement code and/or policies, or if the proposed terms and conditions any proposed contract or agreement contain terms that are not agreeable to the fiscal agent, the fiscal agent shall inform the Regional Council that it will not expend funds as directed by the Council. Moreover, in such an event or if the fiscal agent incurs any costs, expenses, or other liability in prosecuting, defending, or settling any claims related to a contract entered into on behalf of the Regional Council that are not reimbursed by the Regional Council, the fiscal agent shall have the authority and right to resign as the Regional fiscal agent. Upon such resignation, if no other Party agrees to act as fiscal agent and accept



transfer of unexpended Opioid Funds within thirty (30) days of receipt of notice from the resigning fiscal agent, the resigning fiscal agent shall have the right to return unexpended Opioid Funds to the Abatement Council.

Resignation as the fiscal agent shall not otherwise affect any Participating Local Government's participation in the Regional Council and shall not be deemed as a termination of the Agreement or withdrawal from participation in the Regional Council.

## **5. REGIONAL TWO-YEAR PLAN**

**5.1. Purpose:** According to the Colorado MOU, as part of the Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

**5.2 Development of 2-Year Plan:** In developing a 2-year plan, the Regional Council will solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

**5.3 Amendment:** At any point, the Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

## **6. DISPUTES WITHIN REGION.**

In the event that any Party disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Party shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Party informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision. Notwithstanding the foregoing, the Regional fiscal agent has the right and authority to refrain from taking actions as set forth in Section 4 above.

## **7. DISPUTES WITH ABATEMENT COUNCIL.**

If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

**8. RECORDKEEPING.**

The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Agreement.

**9. TERM.**

The Agreement will commence on the date it is fully executed by all Parties, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement (the "Term").

**10. INFORMATIONAL OBLIGATIONS.**

Each Party hereto will meet its obligations as set forth in C.R.S. § 29-1-205, as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

**11. CONFIDENTIALITY.**

The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to subpoena, discovery or the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to a Party for disclosure of confidential materials, that Party shall advise the other Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If any Party objects to disclosure of any of its material, the objecting Party shall identify the legal basis under the Act for any right to withhold. In the event of any administrative or legal action where a subpoena or discovery request is served or the filing of a lawsuit to compel disclosure under the Act or otherwise, the objecting Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved or the objecting Party fails to intervene in the timeframe required by law for production of documents, the Parties may tender all material to the party that submitted the request.

**12. GOVERNING LAW; VENUE.**

This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to the Agreement will be in any District Court in the defined region. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both this Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

**13. TERMINATION.**

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, any Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties. A Party's decision to terminate this Agreement, with or without cause, shall have no impact on the other Parties' present or future administration of its Opioid Funds and the other procedures outlined in this Agreement. Rather, any Party's decision to terminate their participation in this Agreement shall have the same effect as non-participation, as outlined in Section 3.3.

#### **14. NOTICES.**

"Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (1) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or (2) overnight carrier service or personal delivery, when received. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Archuleta County - PO Box 1507 Pagosa Springs, CO 81147

Town of Pagosa Springs - PO Box 1859 Pagosa Springs, CO 81147

Dolores County - Dolores County PO Box 608 Dove Creek, CO 81324

Town of Dove Creek - PO Box 508 Dove Creek, CO 81324

Town of Rico - PO Box 9 Rico, CO 81332

La Plata County - 1101 E. 2<sup>nd</sup> Avenue Durango, CO 81301

Town of Bayfield - PO Box 80 Bayfield, CO 81122

City of Durango - 949 E. 2<sup>nd</sup> Avenue Durango, CO 81301

Town of Ignacio - PO Box 459 Ignacio, CO 81137

Montezuma County - 109 W. Main Street #260 Cortez, CO 81321

City of Cortez - 123 Roger Smith Avenue Cortez, CO 81321

Town of Dolores - PO Box 630 Dolores, CO 81323

Town of Mancos - PO Box 487 Mancos, CO 81328

San Juan County- PO Box 466 Silverton, CO 81433

Town of Silverton - PO Box 250 Silverton, CO 81433

Any Party may update their notice address by providing a Key Notice to the other parties in the manner set forth in this Agreement.

## **15. GENERAL TERMS AND CONDITIONS**

**15.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

**15.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

**15.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

**15.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

**15.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

**15.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

- 15.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.
- 15.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 15.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 15.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 15.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 15.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request. Provided, however, that any records related to the receipt and expenditure of Opioid Funds shall be maintained for at least five (5) years, in the manner as set forth in the Colorado MOU.
- 15.13. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of

an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**15.14. Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

**Attached Exhibits**

**Exhibit A, Bylaws**

**Exhibit B, \_\_\_\_\_**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Therefore the Parties hereto have executed this agreement on the date shown below:**

**ARCHULETA COUNTY, COLORADO**  
by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DOLORES COUNTY, COLORADO**  
by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**La PLATA COUNTY, COLORADO**  
by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MONTEZUMA COUNTY, COLORADO**  
by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SAN JUAN COUNTY, COLORADO**  
by and through its Board of Commissioners

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF PAGOSA SPRINGS, COLORADO**  
by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF DOVE CREEK, COLORADO**  
by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF RICO, COLORADO**  
by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF BAYFIELD, COLORADO**  
by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF IGNACIO, COLORADO**  
by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_



**TOWN OF DOLORES, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name &amp; Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF MANCOS, COLORADO**

by and through its Board of Trustees

By (Signature): \_\_\_\_\_

Name &amp; Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CORTEZ, COLORADO**

by and through its Council

By (Signature): \_\_\_\_\_

Name &amp; Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF DURANGO, COLORADO**

by and through its Council

By (Signature): \_\_\_\_\_

Name &amp; Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Dolores  
Resolution No R467  
SERIES 2022**

**A RESOLUTION DESIGNATING PUBLIC PLACE FOR  
POSTING PUBLIC NOTICES IN COMPLIANCE WITH THE  
COLORADO SUNSHINE ACT OF 1972**

WHEREAS, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado; and,

WHEREAS, CRS § 24-6-402 requires a public body to annually designate the public place for posting timely notice of public meetings;

WHEREAS, the south entrance of the Dolores Town Hall at 420 Central Ave, Dolores, Colorado has a bulletin board in a location which are open to the public during day and evening hours; and,

WHEREAS, the Town of Dolores maintains a website at <https://townofdolores.colorado.gov> with a page for public notices.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Dolores THAT: The bulletin board outside of town hall at the south entrance at 420 Central Ave, Dolores, Colorado and the Town's website are hereby designated as the public places for the posting of the Town of Dolores Board of Trustees Agendas, the Town of Dolores Planning Commission Agendas, and any Town committee agendas for the year 2022.

Passed, adopted and approved this 10<sup>th</sup> day of January, 2022.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: \_\_\_\_\_, Mayor Chad Wheelus

Attest: \_\_\_\_\_, Town Clerk Tammy Neely

**Dolores Joe Rowell Park  
Master Plan RFP  
Date**

**I. Invitation**

The Town of Dolores invites all interested, qualified persons or firms capable of providing the required services to submit proposals for planning and conceptual design services for Joe Rowell Park (JRP). The Town is requesting proposals from a design team with a Professional Landscape Architect, licensed in the State of Colorado, to provide planning and conceptual design services.

Services to be provided by the Consultant team will include but not be limited to project programming, development and evaluation conceptual alternatives as part of the public engagement process, and final conceptual designs of Joe Rowell Park.

The Town reserves the right to negotiate any and all elements of any Consultant proposal.

**II. Introduction and Background**

JRP is 24-acres in size and is located at the western entrance to the town of Dolores. The Park is highly treasured by residents and visitors. Existing structures and uses include:

- Children's playground
- Dolores River Infrastructure
- Three ballfields
- The Dolores River trail
- Picnic areas
- Two pavilions
- Restrooms
- Open multi-purpose field
- Concrete basketball court
- Open Space
- Community Garden

There are innovative ideas, suggestions and concepts for additional uses of the park the Town Dolores Parks Advisory Committee and town personnel are considering. Rather than look at these innovative ideas individually or piece meal the town has decided to have a community conversation and design concepts by utilizing services of a professional team.

**It is the objective of the Town to:**

- 1) Develop an overall evaluation of JRP, relative to the Town of Dolores residents for park and recreation amenities and site opportunities and constraints. The plan should address how each park amenity functions in relation to the others with program elements based on the big picture.
- 2) Conceptually design the new park elements in accordance with federal, state and local standards, ADA accessibility standards and specifications.
- 3) The following new park amenities and uses could be considered for conceptual development of the new community park.
  - Pump track/Skate Park
  - Adult fitness station
  - Shade structure
  - Pickle ball court
  - Ballfield Concession stand/Restrooms
  - Narrow gauge railroad track
  - Open Space
  - Dog Park
  - Perimeter/Interior pathways
  - Dolores River Kayak Access Infrastructure
  - Pavilion(s)
  - Multi-purpose field/Soccer field

### III **Scope of Services**

The town is looking for a multi-disciplinary project Consultant Team (Consultant) to provide professional site planning, landscape architecture, public participation services, and conceptual design services.

#### **Program**

Through a public meeting process develop a program or detailed list of activities and facilities that are appropriate for JRP. Detailed program should include quantity, size, description, character of facilities and supported activities.

#### **Conceptual Design**

Conceptual design alternatives for JRP should be developed by the consultant in coordination with the Town Parks Advisory Committee and town staff. Conceptual design should be developed for JRP to sufficiently depict the design concepts and provide detail for evaluation and comparison of the concepts. A minimum of two design alternatives shall be prepared for JRP.

#### **Meeting Attendance**

The consultant shall facilitate an estimated four meetings. These meetings shall include:

1. An initial on-site scoping meeting with the Parks Advisory committee and to become familiar with JRP.
2. Public meetings with affected interest groups and the public.
3. Public meeting to review design ideas and options for park design with the affected interests and the public.
4. Public meeting to present final option.

Additional staff and consultant phone conferences and/or meetings will be held as needed.

Consultant shall be responsible for providing agenda and meeting minutes for all meetings. The consultant shall provide hourly rates and associated fees for additional meetings and preparation of conceptual plan drawings and maps required for meetings.

The consultant shall provide six 11" x 17" hardcopy and an electronic version of all conceptual design sheets for review. Specifications and other written documents should be submitted electronically as Word format.

#### **IV. Instructions to Proposers**

The consultant shall provide either one electronic or hard copy of the proposal. Proposals shall not exceed twenty pages in length. Proposals shall be submitted to Town of Dolores, PO Box 630, Dolores, CO 81323 or to Town Manager Ken Charles at [manager@townofdolores.com](mailto:manager@townofdolores.com).

The proposals shall be organized using the following format:

1. Table of contents
2. References and Experience-list of projects your Team has completed the past five years that are like that requested by the Town of Dolores. With each reference, include the name, address, persons to contact and telephone number, a description of the project completed, and the time required to complete the project. Include involvement in later construction phases.
3. Project Organization-list key personnel that will be assigned to the project. List the person's name, title, project assignments, years of experience, licenses and other qualifications. List any sub-consultant personnel and describe past roles any sub-consultant played for your Team.
4. Describe your work plan for each element of the project. The selected consultant will be required to submit a detailed work plan that should include a spreadsheet quantifying each Scope of Work component by estimated hours by staff.
5. Include all services that will not be included in the contract and are expected to be provided by the Town of Dolores.
6. Include a lump sum cost for each service for each element of the proposal.
7. Include a statement that the firm maintains the necessary liability, vehicle, workman's compensation insurance.

## **V. Selection Criteria**

A selection committee comprised of town personnel and the Parks Advisory Committee will evaluate the proposals using the following criteria:

1. Strength and capability of project team.
2. The experience of the project team, working together, in providing similar services.
3. Key personnel assigned to the project, and their experience with similar projects.
4. Narrative and project approach including goals, controls, concepts and critical issues.
5. Time frame for completion of the project.
6. Ability of the consultant to complete the work in a cost-effective manner.
7. Overall responsiveness to the RFP.

## **VI. Requirements and General Information**

Proposals shall be submitted with either one hard copy and/or an electronic copy. Proposals should be submitted to Town of Dolores PO Box 630, 420 Central Avenue, Dolores, CO 81323. Email to [manager@townofdolors.com](mailto:manager@townofdolors.com) by ...

The Town of Dolores reserves the right to reject any and all proposals, to waive any informalities or minor irregularities in proposals, and to accept the proposal deemed, in the town's opinion, to be in the best interest of the Town.

## **VII. Attachments**

Exhibit 1: Site map of JRP

Exhibit 2: Parks and Recreation Master Plan