



## **WORKSHOP AGENDA**

### **DOLORES COLORADO**

#### **TOWN BOARD OF TRUSTEES MEETING**

**AUGUST 25TH, 2025, 5:30 P.M. PUBLIC HEARING WORKSHOP 6:30 P.M. MEETING**

**THE MEETING WILL BE HELD AT THE TOWN HALL 601 CENTRAL AVENUE.**

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

<https://townofdolores.colorado.gov>

**Due to a change in Zoom, there are separate links for the 2<sup>nd</sup> and 4<sup>th</sup> Monday meeting of the Dolores Board of Trustees**

**NOTE:** The Board unanimously decided to hold the last meeting of the month as a workshop only. Topics will only be discussed with no action.

#### **BOARD WORKSHOP 5:30 P.M.**

- Sheriff's Contract
- Town Safety Issues

#### **BOARD MEETING 6:30 P.M.**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ACTION/APPROVAL OF THE AGENDA** Trustees: Need a motion and a 2<sup>nd</sup> to approve the agenda
5. **IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST**
6. **REMOVED CONSENT AGENDA ITEMS**
  - 6.1 Liquor license renewal for the Dolores River Brewery

7. **PUBLIC HEARING:** Catherine Carella from SGM will go over the cost estimates and funding options for Phase II of the waterline replacement.

8. **ADJOURNMENT**

**BOARD WORKSHOP DISCUSSION MAY CONTINUE**

**Town of Dolores Board meeting**

**August 25<sup>th</sup>, 2025**

To: Mayor and Board of Trustees

From: Town Manager, Leigh Reeves

RE: Format change

We scheduled our Public Hearing before you as a board decided to change the format of the meetings.

Monday, we will have an hour workshop from 5:30 to 6:30. We will stop the workshop and open a short version of a board meeting. You will find that in the attached agenda.

After we close the Public Hearing around the water main replacement project we will go back to a workshop.

Our workshops will no longer be recorded as there are no votes taken. These workshops are for your benefit to learn and ask questions about what will come up as policy for the town's citizens. You all provide policy decisions, and the staff executes your decisions as best it can.

## Sheriff's Contract 2026

- Sheriff's Contract is approximately **20%** of the **total budget** for the Town of Dolores.
- Sheriff's Contract has almost doubled since 2022.
- 2022 expenditures \$153,000 plus \$40,000 for vehicle. 2026 contract is for \$286,000.
- A sheriff, an undersheriff, and a deputy sheriff are peace officers whose authority shall **include the enforcement of all laws of the state of Colorado**. (Colorado Statute, Title 16-2.5-103)
- The Town of Dolores is entitled to continue to receive services as detailed below, by state statute.
- The Town of Dolores is focusing on utilizing existing town ordinances to promote safety.
- Code enforcement is not a responsibility of the sheriff's office.
- By utilizing code enforcement staff member, the Town can continue to support the community in meeting local ordinances, work with individuals on a one-on-one basis, and follow through with enforcement.
- Code enforcement approx. \$85,000/full time position including benefits v Sheriff contract \$286,000

Roles of the Sheriff's office by statute (done regardless of a contract)

(c) Fire Warden: "The Sheriff of every county, in addition to other duties, shall act as fire warden of his respective county in case of prairie or forest fires." (CRS 30-10-512, CRS 30-10-513, CRS 30-10-513.5).

(d) Duty to transport prisoners: "It is the duty of any sheriff transporting prisoners to a correctional facility, as defined in section 17-1-102, C.R.S., or other place of confinement to convey to such facility or other place of confinement at one time all prisoners who may have been convicted and sentenced and who are ready for such transportation." (CRS 30-10-514).

(e) Duty to serve writs, etc.: "The Sheriff, in person or by the Undersheriff or deputy, shall serve and execute, according to law, all processes, writs, precepts, and other orders issued or made by lawful authority and to the Sheriff directed, and shall serve the several courts of record held in the Sheriff's county." (CRS 30-10-515).

(f) Preserve the peace: "The Sheriff, Undersheriff, and deputies are responsible to keep and preserve the peace in their respective counties, and to quiet and suppress all affrays, riots, and unlawful assemblies and insurrections. For that purpose, and for the service of process in civil or criminal cases, and in apprehending or securing any person for felony or breach of the peace, they and every coroner, may call to their aid such person of their county as they may deem necessary." (CRS 30-10-516).

Under Section 400: Patrol Functions

400.1.1 FUNCTION Deputies will generally patrol in clearly marked vehicles. They will patrol assigned sector areas of Montezuma County, identify community needs, provide support and assistance to the community, respond to calls for assistance, act as a deterrent to crime, enforce state and local laws, and respond to emergencies 24 hours a day seven days a week. Patrol will generally provide the following services within the limits of available resources:

(a) Patrol that is directed at the prevention of criminal acts, traffic violations and collisions, the maintenance of public order, and the discovery of hazardous situations or conditions.

(b) Crime prevention activities, such as residential inspections, business inspections, and community presentations.

(c) Calls for service, both routine and emergency.

(d) Investigation of both criminal and non-criminal acts.

(e) The apprehension of criminal offenders.

(f) Community-Oriented Policing and problem-solving activities, such as citizen assists and individual citizen contacts of a positive nature.

(g) Investigate and enforce Colorado Livestock Laws within the County of Montezuma.

(h) The sharing of information between the patrol and other divisions within the Office, as well as other government agencies.

(i) The application of resources to specific problems or situations within the community that may be improved or resolved by Community-Oriented Policing and problem-solving strategies.

(j) Traffic direction and control.

(k) Investigation of traffic crashes within the Town of Dolores, and OHV crashes within the unincorporated areas of Montezuma County.

(l) Response to disasters, civic unrest, and natural emergencies.

(m) Assist in the service of civil papers.

(n) Any other duties deemed necessary or assigned.

Year	2026	2025	2024	2023	2022
Revenues January-August		\$ 7,438.00	\$ 6,430.00	\$ 11,422.99	\$ 8,885.00
Revenues Jan-Dec.		\$ 11,157.00	\$ 9,075.00	\$ 14,912.00	\$ 12,422.00
Expenditures	\$286,000.00	\$ 275,000.00	No contract	\$ 220,000.00	\$ 193,551.40
Percent of increase					
Total Operating Budget		\$ 2,694,131.75	\$ 2,162,872.00	\$ 1,164,592.93	\$ 1,179,858.50
Total Operating Budget (less grants)	\$1,361,904.76	\$ 1,909,131.75	\$ 1,731,392.19	\$ 934,641.31	\$ 730,792.61
% of Budget	21%	14%	0%	24%	26%
Code Enforcement	\$85,000.00				

## America's Small Towns Are Disbanding Police Forces: It's Not All Bad

[Associated Press](#), News Partner

Posted Tue, Sep 5, 2023 at 9:11 am ET| Updated Tue, Sep 5, 2023 at 9:14 am ET



The small town of Goodhue, Minnesota, is without a police department, an exodus spurred by low pay for the chief and his officers. (Carlos Gonzalez/Star Tribune via AP)

GOODHUE, MN — As Goodhue Police Chief Josh Smith struggled this summer to fill vacancies in his small department, he warned the town's City Council that unless pay and benefits improved, finding new officers would never happen. When nothing changed, Smith quit. So did his few remaining officers, leading the Minnesota town of 1,300 residents to shutter its police force in late August.

America is in the midst of a police officer shortage that many in law enforcement blame on the two-fold morale hit of 2020 — the coronavirus pandemic and criticism of police that boiled over with the murder of George Floyd by a police officer. From Minnesota to Maine, Ohio to Texas, small towns unable to fill jobs are eliminating their police departments and turning over police work to their county sheriff, a neighboring town or state police. The trend isn't altogether new. At least 521 U.S. towns and cities with populations of 1,000 to 200,000 disbanded policing between 1972 and 2017, according to a peer-reviewed 2022 paper by Rice University Professor of Economics Richard T. Boylan.

In the past two years, at least 12 small towns have dissolved their departments. Goodhue County is now under contract for law enforcement duties in the town of Goodhue, even as Sheriff Marty Kelly tries to fill four vacancies in his own department. He said he has around 10 applicants for those jobs. By comparison, one open position in 2019 drew 35 applicants, he said. Kelly knows that to get to full staffing, he'll have to hire new deputies away from other towns or counties — creating vacancies in other places that will struggle to fill them. "It's scary," Kelly said. "We are robbing Peter to pay Paul. And we're not alone."

At the heart of the problem is the exodus from law enforcement. Officer resignations were up 47% last year compared to 2019 — the year before the pandemic and Floyd's killing — and retirements are up 19%. That's all according to a survey of nearly 200 police agencies by the Police Executive Research Forum, a Washington, DC.-based think tank. Though the survey represents only agencies affiliated with PERF, a fraction of the more than 18,000 law enforcement agencies nationwide and is not representative of all departments, it's one of the few efforts to examine police hiring and retention and compare it with the time before Floyd's killing.

Compounding the exodus of veteran officers, young people are increasingly unwilling to go through the months of training necessary to become a police officer, said Chuck Wexler, executive director of the Police Executive Research Forum. "Fewer people are applying to be police officers, and more officers are retiring or resigning at a tremendous rate," Wexler said. "There's a shortage of police officers across the country." Agencies of all sizes are

struggling to fill open positions. But the problem is especially dire in smaller communities that can't match the pay and incentives offered by bigger places.

Another Minnesota town, Morris, dissolved its police department last year after continued departures of officers. The town of 5,100 residents was down to two officers at the time. In Maine, the town of Limestone disbanded its police department in March. Neighboring Van Buren did the same two years earlier.

Generally, crime rates were unchanged in towns that dropped their departments, the Rice University study found. Leaders of several towns said they've been happy with the change. Town leaders in Washburn, Illinois, dissolved their department in 2021 and let the county take over law enforcement duties for its 1,100 residents.

"You really can't tell much of any difference," Mayor Steve Forney said. "The sheriff's department is very responsive. I like it. I was always one who was very hesitant to go this direction, but I feel it's working for us."

Lott, Texas, a town of about 700 residents, disbanded its department last year. Mayor Sue Tacker said the town was going broke and couldn't afford to pay two officers and two other employees. With county deputies now patrolling Lott, the crime rate remains low and response times have been good, Tacker said. She believes residents are OK with the change. "I haven't had any griping or fussing," Tacker said.

Goodhue occupies about one square mile of land 65 miles south of Minneapolis. It's made up of tidy homes with a few small businesses — a bakery, a florist, a café, a supermarket, a taxidermist — most of them in brick storefronts in the small downtown area. The town struggled for years to recruit and retain officers. The City Council had boosted pay by 5% earlier this year and gave Smith a \$13,000 raise. It wasn't enough. Smith told the City Council at a meeting on July 26 that it was virtually impossible to attract applicants for a job starting at \$22 an hour. That's about \$10 per hour less than Goodhue County deputies earn. "There's zero incentive to come out here to a small town," Smith said at the meeting. Two weeks later, Smith gave notice of his resignation. Within days, the remaining full-time officer and five part-time employees also called it quits. The town agreed to pay the county about \$44,000 for law enforcement services through the end of this year. Goodhue leaders will decide later whether to extend the contract through 2024.

Goodhue resident Ron Goebel, a retired accountant, said he believes the sheriff's department will do a good job, and he expects townspeople to help out, too. "People can kind of watch out for each other a little bit," Goebel said, noting that he himself watches for strange vehicles in his neighborhood. "We pretty much know our neighbors." Goebel fears the loss of the police department is another challenge for Goodhue and towns like it across

the nation. "As you lose your schools, you lose your businesses and you lose your police force, how much longer can the town actually be viable as a town?" Goebel asked.

Sources:

Ahmed, T. & Stalter, J. (September 5, 2023). America's Small Towns Are Disbanding Police Forces; It's Not All Bad. Associated Press.

Colorado Revised Statutes:

§ C.R.S. 16-2.5-103

§ C.R.S. 30-10-512

§ C.R.S. 30-10-513

§ C.R.S. 30-10-513.5

§ C.R.S. 30-10-514

§ C.R.S. 30-10-515

§ C.R.S. 30-10-516

Montezuma County Sheriff's Office Policy Manual. (2025). Section 400

 **Job Title: Code Enforcement Official**

 **Location: Town of Dolores**

 **Employment Type: Full-Time | Department: Planning & Development / Public Works**

 **Job Summary:**

The Code Enforcement Official plays a vital role in maintaining the health, safety, and aesthetic standards of the community by ensuring compliance with local ordinances and regulations. This position requires a proactive, community-oriented individual who can balance enforcement with education and collaboration.

 **Key Responsibilities:**

- **Ordinance Enforcement**

- Investigate complaints and proactively monitor properties for violations of municipal codes, zoning laws, building regulations, and nuisance ordinances.
- Issue warnings, citations, and notices of violation in accordance with established procedures.

- **Community Engagement**

- Work directly with property owners, tenants, and businesses to explain code requirements and guide them toward voluntary compliance.
- Provide resources and support to help residents understand and meet local standards.

- **Follow-Up & Case Management**

- Conduct timely follow-ups on non-compliant cases to ensure corrective actions are taken.
- Maintain accurate, detailed records of inspections, communications, violations, and resolutions.

- **Legal Preparedness**

- Prepare case documentation and present findings in administrative hearings or court proceedings when necessary.

- Collaborate with legal counsel and other departments to support enforcement actions.
- **Research & Best Practices**
  - Stay informed on evolving code enforcement strategies, legal updates, and community development trends.
  - Recommend improvements to local ordinances and enforcement procedures based on research and field experience.
- **Reporting & Documentation**
  - Generate regular reports summarizing enforcement activity, trends, and outcomes.
  - Utilize software systems to manage caseloads and maintain transparency.



#### **Qualifications:**

- High school diploma or equivalent (Associate's or Bachelor's degree in public administration, criminal justice, or related field preferred)
- Prior experience in code enforcement, law enforcement, or municipal government is highly desirable
- Strong interpersonal and conflict-resolution skills
- Ability to interpret and apply municipal codes and regulations
- Proficiency in recordkeeping and report writing
- Valid driver's license and clean driving record



#### **Working Conditions:**

- Field work in various weather conditions
- Office-based documentation and research
- Occasional evening or weekend hours for hearings or community meetings

DR 8400 (02/18/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

**DOLORES RIVER  
BREWERY LLC  
PO BOX 1003  
Dolores CO 81323-1003**

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	1000.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$1,000.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.



Paid by check

Uploaded to MoveIt on Date



Paid Online

Licensee Name

DOLORES RIVER BREWERY LLC

Doing Business As Name (DBA)

DOLORES RIVER BREWERY LLC

Liquor License Number

26-36867-0000

License Type

Brew Pub (city)

Sales Tax License Number

26368670000

Expiration Date

08/29/2025

Due Date

07/15/2025

### Business Address

Street Address

100 SOUTH 4TH STREET

Phone Number

9708824677

City, State, ZIP Code

Dolores CO 81323

### Mailing Address

Street Address

PO BOX 1003

City, State, ZIP Code

Dolores CO 81323-1003

Email

drbrewery@mac.com

Operating Manager

Mark E. Youngquist

Date of Birth

**Home Address**

Street Address		Phone Number
1001 Merritt Way		970-394-4452
City	State	ZIP Code
Dolores	Co.	81323

1. Do you have legal possession of the premises at the street address? ..... ☐ Yes ☒ No

Are the premises owned or rented?

☐ Owned

\*If rented, expiration date of lease

☒ Rented\*

1/1/30

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? ..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ..... ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ..... ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? .....

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? .....

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? .....

☐ Yes ☒ No

If yes, attach a detailed explanation.

### Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Mark E. Youngquist

Title

Managing Member

Signature

Date (MM/DD/YY)

Mark E. Youngquist 07/24/25

### Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

## Tax Check Authorization, Waiver, and Request to Release Information

I, Mark Youngquist

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Dolores River Brewery LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

**TOWN OF DOLORES  
RESOLUTION #     - SERIES 2026**

**RESOLUTION APPROVING CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA  
COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY SHERIFF'S OFFICE AND  
THE TOWN OF DOLORES**

WHEREAS, The Town of Dolores is a statutory town with the authority to enter into contracts generally with the Board of County Commissioners) in particular to provide law enforcement services for the Town pursuant to CRS Section 30-11-410.

WHEREAS CRS Section 31-4-304 and 306 permits a statutory town to employee a Town Marshal for law enforcement services, but does not require the Town to do so.

WHEREAS Colorado law grants the County Sheriff authority to enforce the laws of the state of Colorado throughout the county, having concurrent jurisdiction in those municipalities with their own law enforcement officers and a duty to provide law enforcement services in municipalities that lack a town marshal or police force.

WHEREAS the Town of Dolores has historically found it beneficial to the citizens and businesses in the Town of Dolores to contract with the Montezuma County Sheriff to provide law enforcement services within the corporate limits of the Town of Dolores and wishes to continue that contractual relationship.

WHEREAS the Town of Dolores has historically provided the County Sheriff with offices for a substation.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, THAT:

Section 1. The Board of Trustees of the Town of Dolores does hereby approve the contract for law enforcement services described in Exhibit A, attached hereto and commits the funds from the Town's General Fund for these services in the 2026 fiscal year.

Section 2. The Town Manager and Mayor are authorized to execute the Contract attached hereto on behalf of the Town of Dolores.

Passed, adopted and approved \_\_\_\_\_, 2025.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: \_\_\_\_\_, Mayor

Attest: \_\_\_\_\_, Town Clerk

**2026 CONTRACT FOR LAW ENFORCEMENT SERVICES BETWEEN MONTEZUMA  
COUNTY BOARD OF COUNTY COMMISSIONERS, THE MONTEZUMA COUNTY  
SHERIFF'S OFFICE AND THE TOWN OF DOLORES**

THIS CONTRACT, made and entered into \_\_\_\_\_, 2025, effective January 1, 2026 by and between the Montezuma County Board of County Commissioners, and the Montezuma County Sheriff's Office, hereinafter referred to as "County", and the Town of Dolores Board of Trustees, hereinafter referred to as "Town."

WHEREAS, the Town wishes to enter into a Contract with the County for the provision of law enforcement services by the County within the Town of Dolores; and,

WHEREAS, the County agrees to provide law enforcement services according to the terms and conditions set forth below; and,

WHEREAS, the Colorado Constitution and Statutes of the State of Colorado authorizes political subdivisions to contract with each other to provide services; and,

WHEREAS, Colorado Revised Statutes §29-1-203 permits governments to enter into cooperative agreements for the provision of services; and Colorado Revised Statutes §30-11-410 permits the governing body of a municipality and the Board of County Commissioners to contract for the purpose of providing law enforcement by the Sheriff within the boundaries of the municipality.

Therefore the Town of Dolores Board of Trustees and the Montezuma County Board of County Commissioners, Montezuma County Sheriff's Office in consideration of the mutual covenants, promises and conditions set forth below agree as follows:

**COUNTY**

1. Montezuma County, agrees to provide law enforcement services within the Town limits of Dolores.
  - (a) Sheriff shall provide law enforcement services only of the type coming within the jurisdiction of the Montezuma County Sheriff pursuant to Colorado Statutes and Town of Dolores ordinances.
  - (b) The standard level of service provided by the County shall be the same basic level of service which is provided by the Sheriff for the unincorporated areas in Montezuma County subject to the good faith discretion of the Montezuma County Sheriff's Office in consideration of emergency or unexpected law enforcement needs elsewhere in Montezuma County. County will provide as part of this Contract eighty (80) hours per week of directly committed law enforcement services within the Town.

2. The County agrees to provide certain personnel as follows:

a) One (1) or more staff who shall be responsible for the supervision and operation of the law enforcement services provided.

b) Deputy Sheriff's Officers sufficient to provide 80 hours of law enforcement services per week under this Contract, to include any additional deputies for part-time summer duty, may be provided for special events or daily operations at a cost of \$75 hour.

c) The specific law enforcement services provided to Town by the County may include the following:

(1) General enforcement of the Traffic Laws contained in the Colorado Model Traffic Code as adopted by the Town; and,

(2) Investigation of traffic accidents, pursuant to the Model Traffic Code and Colorado Statutes; and,

(3) Maintenance of a law enforcement records system sufficient to enable provision of law enforcement services under the terms of this contract; and

(4) Collection and proper storage of all evidence related to law enforcement services provided according to this contract; and,

(5) Other services upon request that are within the capabilities and cost limitations of this contract; and,

(6) Enforcement of Town ordinances; and,

(7) Liquor License and Marijuana License background checks for new and renewal license applications as requested by the Town.

(8) Community Policing programs, efforts and initiatives.

d) The rendition of services, in the terms of the standard of performance, the discipline of Deputies, and other matters incidental to the performance of such services and control of personnel so employed, shall at all times be and exclusively remain, vested in the Montezuma County Sheriff and not in the Town. Deputies assigned by the Sheriff will be both permanently assigned or with other Deputies on a rotating basis. Deputies assigned to the Town shall be, in terms of overall duties as Sheriff Deputies, also providing service in unincorporated areas of the County surrounding the Town of Dolores and may be required to patrol or respond to calls for service or emergencies within a reasonable distance outside of the Town limits. All emergency calls in and to the Town of Dolores will be given the same priority as emergency calls in other areas of the County. The County agrees that all Deputies utilized to provide law enforcement services shall be certified in accordance with Part 6 of Article 32, Title 34, Colorado Revised Statutes, "Concerning Standards and Training

for Certification of Peace Officers (POST CERTIFIED).

3. The Sheriff agrees to provide and supply all labor, supervision, and equipment necessary to maintain the level of service to render herein. The County of Montezuma, State of Colorado, through the Montezuma County Sheriff's Office, shall furnish the following supplies under the terms of the Contract for, tires, fuel and oil, telephone, printing, vehicle repair and maintenance and training for personnel.

4. The Sheriff agrees to provide a monthly written report to the Town detailing law enforcement service activities provided under this Contract. Said report should, at a minimum, detail number, and type of criminal complaints, hours of patrol service, hours of investigative service, number and type of traffic tickets issued, accident investigations. This report is due before the regularly scheduled Town Board meetings.

5. The Sheriff or his designated representative will appear before the Dolores Town Board each month, or when requested by the Board.

6. The Sheriff will at all times maintain an adequate policy of liability insurance. The County agrees to provide adequate insurance coverage, naming as an additional insured the Town of Dolores against the following type of claims:

(a) Pursuant to the Worker's Compensation Act, §8-40-202(2)(b)(IV), C.R.S., as amended, the County understands that it and its employees and servants are not entitled to Worker's Compensation benefits from the Town of Dolores. The County further understands that it is solely obligated for the payment of Federal and State Income Tax on any moneys earned pursuant to this Law Enforcement IGA.

7. The County shall provide the necessary insurance coverage on all patrol vehicles used in the Town of Dolores for the provision of law enforcement services under this Contract.

#### TOWN

8. Town of Dolores, its officers, agents and employees will fully cooperate with County to facilitate the provision of law enforcement services according to this Contract.

9. The Town agrees to pay County for all the costs of booking and jail detention. In the event that the Dolores Municipal Judge incarcerates a defendant or an arrest is made by Deputies for Town Municipal Ordinance violations for jail the Town agrees to pay the standard rate as approved by the Board of County Commissioners, for jail sentences or holding of Municipal Court defendants awaiting arraignment after arrest.

10. The Town agrees that all prosecution of Municipal offenses in the Dolores Municipal Court shall be done by the Town of Dolores through either their general counsel or prosecutor.

11. The Town agrees to include the County, the Sheriff and the Sheriff Deputies as

additional insured on the Town's public official's errors and omissions liability coverage with respect to claims against the County, the Sheriff and Deputies based upon alleged unconstitutionality of any Town Ordinance.

12. The Town agrees to pay the County for the law enforcement services provided under the Contract the sum of \$286,000.00. The Town of Dolores hereby agrees to pay the Contract amount starting January 1, 2026 and will be billed in quarterly installments in the amount of \$71,500. The town agrees and understands that the Sheriff's Office has voted to unionize, and deputy compensation may increase during the contract period as a result of collective bargaining. The town understands and agrees that in that circumstance, the town will provide additional funds to offset overages above the contract sum for actual expenditures incurred for pay and benefits at the rate of the highest non-exempt patrol deputy.
13. The Town of Dolores agrees to provide, furnish and maintain an adequate space for the Montezuma County Sheriff to conduct the activities associated with the provision of law enforcement services under this contract to include electricity, water, sewer, telephone and internet services.
14. The Town of Dolores shall not be liable for the direct payment of any salaries, wages or other compensation any personnel performing services herein for said County and all persons employed in the performance of Sheriff services and functions as herein set forth, notwithstanding their commission as Town Law Enforcement Officers, shall be deemed to be Sheriff employees and no person employed for the herein described purposes shall have the benefit of any Town employee benefit, pension, civil service, Workers Compensation and Unemployment Compensation or other status or right.
15. For purposes of this Contract and in conformance with State Law, the Montezuma County Sheriff is hereby commissioned as the Dolores Town Marshal and all County Deputies providing law enforcement services in the Town of Dolores are hereby commissioned as Town Deputies.
16. The Contract shall be effective from January 1, 2026 to December 31, 2026.
17. If the Town and the County fail to approve this Contract on or before the 15th day of September in the year in which it is submitted, this Contract shall terminate on December 31 of that same year.
18. This Contract may be renewed for successive twelve (12) month periods upon the written agreement of all parties to the terms and conditions of the renewed Contract, including any revision of rates and charges. Otherwise, this Contract will automatically terminate by its own terms.
19. The Town shall have the right to terminate this Contract at any time provided the Town provides County with ninety (90) days written notice of its intention to terminate. The Sheriff shall have the right to cancel this Contract at any time provided the County provides the Town with ninety (90) days written notice of the County's intent to terminate.

20. The Montezuma County Sheriff shall be the Contact person for the County related to Law Enforcement services rendered, the County Administrator shall be the contact for the contract and billing. The Town Manager shall be the contact person for the Town of Dolores.

**TOWN OF DOLORES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Mayor Town of Dolores

Attest:

\_\_\_\_\_  
Town Clerk

**MONTEZUMA COUNTY SHERIFF'S OFFICE**

By \_\_\_\_\_ Date \_\_\_\_\_  
Steven D. Nowlin, Sheriff  
Montezuma County, Colorado

**BOARD OF MONTEZUMA COUNTY COMMISSIONERS**

By \_\_\_\_\_ Date \_\_\_\_\_  
Chairman  
Montezuma Board of County Commissioners

Attest:

\_\_\_\_\_  
Kim Percell, Clerk  
Clerk of the Board of Montezuma County Commissioners