

AGENDA

TOWN OF DOLORES COLORADO

BOARD OF TRUSTEES MEETING/WORKSHOP

FEBRUARY 26TH, 2024, WORKSHOP/MEETING 5:30 P.M.

THE MEETING WILL BE HELD AT TOWN HALL 420 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>

WORKSHOP: 5:30 p.m.:

1. Community Center: Plans for crafting a manager's job description.
2. Policies to effectively run the Community Center.
3. Additional items as time permits.

BOARD MEETING:

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 any time before the dated Board meeting.

7. CONSENT AGENDA: *No consent items were submitted for this meeting.*

8. BOARD MEMBERS COMMENTS AND REPORTS: (5 minutes only)

- Sheila Wheeler
- Duvall “Val” Truelsen
- Andy Lewis
- Mark Youngquist
- Chris Holkestad
- Kalin Grigg
- Chris Curry

9. STAFF REPORTS/PRESENTATIONS:

9.1 Manager: Leigh Reeves

9.2 Attorney: Jon Kelly

9.3 Treasurer: Heather Robertson:

10. ADMINISTRATIVE BOARD BUSINESS:

10.1 Update: Final closing of the Dolores Community Center by Attorney Kelly.

10.2 Discussion: Ordinance 570 Series 2024: Recap of first reading. Manager review.

11. ACTION/APPROVAL: PUBLIC HEARINGS, ORDINANCES/RESOLUTIONS:

11.1 Action/Approval: Resolution R578 Series 2024 appointing an Interim Town Manager and approving a contract of employment.

11.2 Discussion/Possible Action: Community Center

12. FUTURE AGENDA ITEMS AND MANAGEMENT ITEMS: Items will not be finalized until actual agenda

- The Italian application for a beer and wine liquor license and public hearing.
- Ordinance 570 Series 2024, public hearing, second and final reading to amend Title 12 of the Dolores Municipal Code to regulate the Dolores Community Center Property.
- San Juan National Forest/Nick Mustoe: Presentation on the upcoming prescribed burn.

13. FUTURE MEETINGS & EVENTS:

- **P&Z meeting:** March 5th, 2024
- **Parks meeting:** March 14th, 2024
- **Board meetings:** March 11th, 2024.

14. ADJOURNMENT

**Town of Dolores
Resolution R578
SERIES 2024**

**RESOLUTION APPOINTING INTERIM TOWN MANAGER AND APPROVING
CONTRACT OF EMPLOYMENT**

WHEREAS, the former Town Manager has resigned leaving a vacancy in that position, leaving a lack of leadership and oversight pertaining to numerous ongoing projects, grants, and urgent operational issues, leaving the Town vulnerable to fiscal waste and other serious harm.

WHEREAS, the Town of Dolores Board of Trustees finds that Leigh Reeves possesses the necessary experience, skills and knowledge to immediately fill the role of Interim Manager until such time as the position can be permanently filled.

WHEREAS, in considering Leigh Reeves to fill to role of interim town manager, the Board of Trustees has taken into account her former position as mayor from which she previously resigned in light of C.R.S. § 31-4-404, 31-4-404 and 31-4-304 and finds that the position of town manager existed prior to her election as mayor and that the compensation for interim town manager shall not exceed that of the previously appointed manager. Further,

WHEREAS, the Board of Trustees met in a continuation of their regular board meeting on February 15, 2024 and considering that the Town of Dolores is in immediate need of a competent interim manager who is familiar with the various projects, grants and operational issues requiring immediate attention, voted unanimously to appoint Leigh Reeves as Interim Town Manager.

WHEREAS, the Board of Trustees on February 15, 2024, directed the Town Attorney to enter into negotiations with Leigh Reeves to develop an employment contract.

WHEREAS, the Board of Trustees intends to leave the decision to employ a permanent town manager to the next board to be seated after the April 2, 2024, municipal election.

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 appoint Leigh Reeves as the Interim Town Manager of the Town of Dolores effective on February 20, 2024, with all of the powers, duties and responsibilities described afforded by law to the role of Town Manager under the laws of the state of Colorado on an interim basis.

Section 3. The Employment Agreement attached hereto and incorporated herein by reference is approved, the compensation described therein is appropriate from the Town's General Fund, and the Mayor is authorized to execute the Employment Contract on behalf of the Town of Dolores.

Passed, adopted, and approved February 26, 2024.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____, Mayor Chris Holkestad

Attest: _____, Town Clerk Tammy Neely

EXHIBIT A
EMPLOYMENT CONTRACT
INTERIM TOWN MANAGER EMPLOYMENT AGREEMENT

This agreement ("Agreement") is between the TOWN OF DOLORES ("Employer" or "Town"), and Leigh Reeves ("Employee"), and is entered into effective as of February 20, 2024 ("Effective Date"). Employer and Employee are referred to collectively herein as the "Parties" and individually as a "Party."

Recitals

Employer desires to employ the services of Employee as Interim Town Manager. Employee desires to accept employment as Interim Town Manager. The Board of Trustees, as appointing authority power, and Leigh Reeves in consideration of the mutual covenants herein contained and in accordance with the terms and conditions described in this Agreement, agree in writing as follows:

1. Duties

A. Employer agrees to employ Employee as Interim Town Manager, and Employee agrees to perform the functions and duties specified in the general laws, the ordinances, and the resolutions of the Town of Dolores, and other legally permissible and proper duties and functions as the Board of Trustees may from time-to-time assign.

B. The employee shall perform his/her duties to the best of his/her ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the Town.

C. Employee shall not engage in any activity that is or may become a conflict of interest or a prohibited contract or that may create an incompatibility of office as defined under Colorado law. Prior to performing services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law.

D. Employee shall be an exempt employee under the Fair Labor Standards Act. Employee is expected to devote necessary time outside normal office hours to the business of the Town. To that end, Employee shall be allowed flexibility in setting his/her own office hours.

2. Term

A. The term of this Agreement shall be from February 20, 2024 (the Effective Date) through May 13, 2024, unless earlier terminated by either Party in accordance with the provisions set forth in Section 3 or until terminated by the event of the death or permanent disability of Employee.

B. Employee agrees to remain in the exclusive employment of the Town during the term of this Agreement, except that this Agreement shall not be construed to preclude incidental and occasional teaching, writing, or consulting performed by Employee on Employee's time off.

C. The Board of Trustees and Employee may agree to extend the term of this agreement by

resolution beyond May 13, 2024, by written addendum on such terms as they may agree.

D. Nothing in this agreement shall be construed to prohibit the Employee from applying for the position of permanent Town Manager.

3. Resignation and Termination

A. Employee may resign at any time with or without cause and agrees to give Town at least fifteen (15) days advance written notice of the effective date of his/her resignation. During the notice period, all of the rights and obligations of the Parties under this Agreement shall remain in full force and effect.

B. Employer may terminate Employee with or without cause, at any time, upon fifteen (15) days advance written notice.

C. The Parties recognize and affirm that:

1. Employee is an "at will" employee whose employment may be terminated by the Employer without cause.

2. There is no express or implied promise made to Employee for any form of continued employment. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest and continued employment or any due process right to a hearing before or after the decision to terminate his employment for cause.

3. The Town shall not be obligated to pay severance under the provisions of this Agreement if Employee is terminated for cause. For purposes of this Agreement, "cause" is defined as:

a. Violation of any policies or procedures;

b. Failure to perform assigned duties;

c. Theft of Town property;

d. Insubordination;

e. Conviction of a felony or misdemeanor relating to Employee's fitness to perform assigned duties;

f. Unauthorized absence from employment;

g. Failure to maintain satisfactory working relationships with other employees or the public;

h. Improper use of Town funds;

I. Unauthorized use of Town property;

- J. Willful misconduct or malfeasance.
- k. Any act of moral turpitude or dishonesty; and/or
- I. Other failures of good behavior either during or outside of employment such that Employee's conduct causes discredit to the Town.

4. This Agreement is the sole and exclusive basis for an employment relationship between Employer and Employee.

4. Severance Pay

Except as set forth below, if Employee is terminated by the Board of Trustees while still willing and able to perform the duties of Interim Town Manager, Employer agrees to pay Employee a cash payment equal to fifteen (15) days' salary as specified in Section 5(A), plus all accrued vacation, sick, management, and holiday leave as of the date of termination. Said cash payments, subject to customary withholding, shall be paid at the option of the Employee in a lump sum, installment, monthly, or bi-weekly payments. Such payment will release Employer from any further obligations under this Agreement.

Payment of severance under this Section shall be in exchange for the Employee's general release of all claims against the Town (including its present and former officers, officials, employees, agents, volunteers, and insurers), executed in a form approved by the Town. Severance shall be paid to the Employee if Employee's employment is terminated without cause. The Town will not be obligated to pay severance unless and until a general release is signed by Employee in a form approved by the Town. The release of all claims will not become effective until the severance is paid by the Town.

The Town is not obligated to pay severance under this Agreement if Employee is terminated for cause, as defined in Section 3(D)(3).

If Employee is terminated due to a conviction of any criminal offense involving moral turpitude, then Employer shall have no obligation to provide fifteen (15) days advance written notice or to pay severance set forth in this Section.

5. Salary

A. Effective February 20, 2024, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Interim Town Manager a base salary of Ninety Thousand Dollars (\$90,000.00) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding.

6. Automobile

Employee is expected to provide his own automobile for commuting and travel and will be eligible for reimbursement as currently provided to regular employees.

7. Benefits. Benefits shall accrual from February 20, 2024, as follows:

A. Cellular Phone Expense: Employee's duties require that he have the use of a cellular phone at all times during his employment with the Town.

- B. Leave: Employee shall be eligible for the same holiday, management, vacation, sick, jury duty, family leave and bereavement leave as provided to the executive management employees of the Town and as may be amended from time to time, except that: (i) Employee shall accrue one additional week of vacation leave annually.
- C. Health and Welfare Insurance: Employee shall be eligible for the same medical, dental, vision, life, long-term disability, and employee assistance program coverages and Employer paid premiums for Employee and eligible dependents as currently provided to the executive management employees of the Town, and as may be amended from time to time.

8. Retirement: Employee shall not be eligible for retirement benefits.

9. Professional Development

The Parties agree that it is in the best interest of the Town that Employee maintain membership in professional associations and engage in professional activities related to Town management and public administration. Employer shall be granted the same professional development benefits, at Employer expense, as provided to the executive management employees of the Town. Employee shall also be reimbursed by the Town for membership in the Colorado Municipal League.

10. General Expenses

All reasonable travel or other expenses incurred by Employee in the performance of his official duties shall be reimbursed by Employer upon submittal of a receipt or other verification of such expenses in accordance with Employee Handbook.

11. Indemnification

Employer shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of Employee's employment in accordance with applicable law.

12. Bonding

Employer shall bear the full cost of any fidelity or other bonds, or fidelity insurance required of the Employee under any law or ordinance.

13. Compatibility with State Law

This Agreement is made subject to all applicable law of the State of Colorado. In the event of any conflict between the provisions of this Agreement and any such state law, the provisions of state law shall apply.

14. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

To Employer:
Town of
Dolores
P.O. Box 630

Dolores, CO
81323

To Employee: _____

15. General Provisions

A This Agreement is the final expression of the complete agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by a written mutual agreement signed by both Parties.

B. Employee shall not be required to live within the Dolores Town limits.

C. This Agreement shall not be assignable by either Employer or Employee.

D. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

E. This Agreement shall become effective on February 20, 2024, subject to board of trustee approval and execution by the parties.

F. Employee agrees to submit to a fingerprint based criminal background check as soon as possible.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed on its behalf by its Mayor. It has also been executed by the Employee.

THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By: _____,

Mayor

Attest: _____, Town

Clerk

Employee

(Date)

To Employee: Leigh Reeves, PO Box 36, Mancos, CO 81328

14. General Provisions

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- C. This Agreement shall not be assignable by either Employer or Employee.
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THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES:

By:

Mayor Chris Holkestad

Attest: _____
Town Clerk Tammy Neely



Employee

2/20/24
(Date)