

AGENDA
BOARD OF TRUSTEES
DATE: February 20, 2024
Special Meeting 6:00pm
Work Session Immediately Following
Town Hall – 1010 High Street
Collbran, Colorado

The Public Is Encouraged To Attend

Zoom link available by contacting Town Hall prior to meeting.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Persons not on the agenda
 - A. Please limit comments to three (3) minutes, and address your comments directly to the Mayor.
 - B. Identify yourself by name and address when making comments.
 - C. Comments should be courteous, civil and constructive.
 - D. Town Board will make no decision nor take action, except to direct the Town Manager.
5. Boundary Adjustment - Forrest Towns
6. Consider Approval of Proposal Regarding the Audit of the Marshal's Office
7. Consider Approval of RESOLUTION NUMBER 3, SERIES 2024 -A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF COLLBRAN, COLORADO, DIRECTING THE TOWN CLERK OF THE TOWN OF COLLBRAN TO CONDUCT THE REGULAR MUNICIPAL ELECTION, SCHEDULED FOR APRIL 2, 2024, AS A MAIL BALLOT ELECTION
8. Discussion Regarding Postponing the 2024 Water and Wastewater Rate Increase
9. Trustee Informational and/or items for future agenda
10. Adjournment

WORK SESSION IMMEDIATELY FOLLOWING

Mou and IRU with Region 10

NOTICE TO READERS: Town Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the Trustee's part as issues have been discussed by Trustees in workshop or committee meetings which are open to the public. **The Board of Trustees may take action on any of the following agenda items as presented or modified prior to or during the meeting, and items necessary or convenient to effectuate the agenda items.**

PUBLIC INVITED TO ATTEND: The Public will be limited to three minutes each unless prior arrangements have been made with the Town Clerk or Administrator. Town Trustees may not respond to your comments on this evening, rather, they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up.

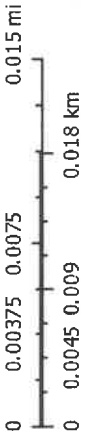


2667-351-00-078

58798 DELORES DR
2667-351-00-076

Print Date: February 16, 2024

Mesa County, Colorado
GIS/IT Department
P.O. Box 10000, Grand Junction, CO 81502



Mesa County Map

The Geographic Information System (GIS) and its components are designed as a source of reference for answering inquiries by planning and for modeling. GIS is not intended or does not replace legal description information in the chain of title and other information contained in official government records such as the County Clerk and Recorder office or the courts. In addition, the representations of location in the GIS cannot be considered for actual legal surveys. The information is provided as a reference only and is subject to the limitations set forth above. Mesa County makes no warranty as to the accuracy or reliability of any information contained herein. Users assume all risk and responsibility for any and all uses of this information, which may flow from the user's use of this information.

Collbran Marshal's Office Audit & Consultation Overview and Proposed Scope of Services

Purpose:

The goal of this law enforcement audit is to provide expert guidance to the Board of Trustees of the Town Collbran about the current condition of the Marshal's Office. The Town of Collbran can gain an understanding and make a well-informed decision as to the current status and compliance of the Marshal's Office in regard to existing law enforcement standards and practices.

It is our understanding that when the appointed Marshal left abruptly in late 2023, the community and its leaders were left with a void in law enforcement. We intend to assist in providing an overhaul of the Marshal's Office through technical competency and partnerships with the town leadership.

Dave Arcady and Justin Wareham have served with multiple local law enforcement agencies in the region. They have over 50 years of combined experience in law enforcement operations. Dave and Justin are homeowners in the Collbran/Mesa communities where they also have family and friends.

One of the highest liabilities in law enforcement is evidence. Cities, counties, towns, and states are commonly held liable for the process in which evidence is collected, retained, and accounted for. This falls under the fourth amendment search and seizure requirements. Evidence must be accurately documented; to which, it may be presented in court, tested, returned to the owner, or properly destroyed.

The following is an outline of law enforcement standard practices and options to provide you, as leaders of the Town of Collbran, with necessary information to make decisions and move through the issues left behind.

Method:

This document will serve as reference material outlining priority items to be audited and documented with corrective actions proposed in a written report to allow leadership to better determine the next course of action. Priority items will be determined by the Town Manager. Each section below will outline actions to be accomplished and each section will be negotiated for financial compensation prior to beginning any work. Some of the items will have multiple phases required for completion. Some of these sections may require additional meetings and contracted agreements for completion—this is due to the fact that it is difficult to determine the amount of work necessary to accomplish a given task without an in-depth view and

Collbran Marshal's Office Audit & Consultation Overview and Proposed Scope of Services

assessment of its condition. The Town Manager or contract employees (Dave Arcady and Justin Wareham) can decide to end the contract and not move forward to additional tasks and/or phases. Financial compensation will be paid to contract employees only for work performed based on hourly billing. Fixed payment or bid pricing will require a 50% upfront payment with the remaining amount due upon completion of the agreed upon task or item. Items and/or phases may be negotiated at a fixed or hourly billing rate to be outlined on a separate contract form.

Action Items:

1. Evidence Audit – Phase 1: Identify needs and propose corrective actions if necessary.
 - a. *Onsite* evidence inventory (provide in Excel spreadsheet)
 - b. Determine open evidence requests (DA/Defense)
 - c. Evidence status *offsite* (test results, pickup, dispositions)
 - i. Colorado Bureau of Investigation (CBI)
 - ii. Mesa County Sheriff's Office (MCSO)
 - iii. Digital – body cams, audible recordings, photographs, videos (cloud storage, physical storage)
 - iv. Vehicle impounds.
 - v. Other (town storage facilities, leased storage units, etc.)
 - d. New World evidence entry or other evidence log – is it up to date?
 - e. Findings will be provided in a written report to the Town Manager along with proposed corrective actions if necessary.
2. Evidence Audit – Phase 2:
 - a. Initiate corrective actions if necessary and any detailed tasks outlined and agreed to with the Town Manager.
 - b. Disposition evidence:
 - i. Return to owner - reasonable attempt to contact owner via phone, email, certified letter to LKA (Last Known Address)
 - ii. Destruction and/or proper disposal

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- c. Findings and actions will be provided in a written report to the Town Manager.
3. Equipment Inventory – Standard Law Enforcement Officer (LEO) Equipment.
The following are examples but are not all-inclusive.
- a. Firearms (department owned)
 - b. Lease/loaned equipment (night vision, body cameras, digital equipment, radios, vehicles, etc.)
 - c. Body armor (condition / expiration date)
 - d. Badge & credentials
 - e. Uniforms, duty gear
 - f. PBT (portable breath tester)
 - g. Taser & cartridges
 - h. Non-lethal equipment (pepper spray, impact munitions, etc.)
 - i. Training equipment
 - j. School substation
 - k. Findings and actions will be provided in a written report to the Town Manager.
4. Vehicle Inventory
- a. Location
 - b. Condition
 - c. Mileage
 - d. Installed equipment.
 - e. Keys (how many sets)
 - f. Findings and actions will be provided in a written report to the Town Manager.
5. Administrative Documents – Phase 1:
- a. In-house case file status (Open cases only)

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- b. Personnel files
- c. Training records
- d. Intelligence files
- e. Receipts
- f. Findings will be provided in a written report to the Town Manager along with proposed corrective actions if necessary.

6. Administrative Documents – Phase 2:

- a. Initiate corrective actions if necessary and any detailed tasks outlined and agreed to with the Town Manager.
 - i. Close open cases and/or provide supplemental report of known status.
- b. Findings and actions will be provided in a written report to the Town Manager.

Moving Forward:

1. Marshal's Office Policy & Procedures

- a. Review & Recommendations
- b. Findings will be provided in a written report to the Town Manager along with proposed corrective actions if necessary.

2. Contract Resources

- a. Evidence storage (MCSO, GJPD, etc.)
 - i. Vehicle impound storage options?
- b. MOU (Memorandum of Understanding) with support agencies.
 - i. MCSO to establish substation at Marshal's Office
 - ii. Mental health resources
 - iii. VRA (Victim Rights Advocate)
- c. POST Review

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- i. Assessment of compliance with current police standards
3. Hiring Process
- a. Application review & selection
 - i. Selected to move forward – potentially qualified.
 - ii. Not selected – may apply later/may NOT apply later.
 - b. Applicant background investigation
 - i. CBI check
 - ii. Reference check
 - iii. Previous employment check
 - c. Applicant final hiring process
 - i. Written testing
 - ii. Physical testing
 - iii. CVSA testing
 - iv. Psychological testing
 - v. Oral board

Requirements for Audit:

1. Sworn Law Enforcement Status (badged in) with Credentials
 - a. *Required* for evidence handling of controlled substances and contraband and maintaining chain of custody.
 - b. *Required* for security clearance for viewing restricted files, documents, and police database (CCIC/NCIC).
 - c. Meet security requirements for cooperation with additional law enforcement agencies and resources (local, county, state and federal agencies).
2. The Town of Collbran agrees to *hold harmless contract employees* (Dave Arcady and Justin Wareham) in the event of inadvertent evidence destruction, loss of data and information, and damage to town property.

Collbran Marshal's Office Audit & Consultation Overview and Proposed Scope of Services

Scope of Work:

1. This is a contract agreement to perform an audit of the Collbran Marshal's Office for the Town of Collbran. The depth to which the audit is conducted, and any financial wages or compensation will be clearly outlined and agreed to in writing prior to beginning any work.
2. This will be an administrative appointment only. There will be **NO** law enforcement actions by the contract employees (Dave Arcady and Justin Wareham). Any criminal actions observed or discovered during the time of this audit will be forwarded to the proper jurisdictional authority for further investigation.
3. *Unforeseen Circumstances* – Due to the potential of unforeseen complications, issues with technologies, etc., deadlines and estimated completion dates may be necessary to extend. The Town Manager will be constantly updated of these circumstances. The Town of Collbran or contract employee(s) may choose to cancel or revise contracts based on unforeseen circumstances.

Payment(s):

Work to be performed may be negotiated at a fixed (bid) rate or hourly rate. Each task and method of payment will be clearly outlined in a separate form from this document and will constitute as the contract agreement between the Town of Collbran and the contract employee(s). Multiple forms may be used while moving through this process, providing updated information, and determining the next *tasks* to be accomplished and method of payment.

Contract employee(s) will be paid with checks issued by the Town of Collbran. W-9 and 1099_NEC IRS forms will be exchanged between the contract employee(s) and the Town of Collbran for tax filling purposes.

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Contract employee(s) acknowledge that they are free from control and direction in the performance of their services, and that they may provide similar audit and consultation services to other entities. Contract employee(s) recognize this this a temporary appointment without employment benefits (i.e. insurance, retirement incentives). **Contract employee(s) is/are not entitled to workers' compensation or unemployment insurance benefits from the Town and is/are obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

Collbran Marshal's Office Audit & Consultation Contract Agreement
Task Order #1 – Action Item: 1 – Phase 1 Evidence Audit

This is an amendment to the contract agreement between the Town of Collbran and contract employees Dave Arcady and Justin Wareham to perform an audit of the Collbran Marshal's Office for the Town of Collbran. Pursuant to that agreement, dated March ____, 2024, the following tasks will be completed as described below, with compensation to be paid as enumerated below:

Action Item: 1 – Phase 1

1. Evidence Audit – Phase 1: Identify needs and propose corrective actions if necessary.
 - a. *Onsite* evidence inventory (provide in Excel spreadsheet)
 - b. Determine open evidence requests (DA/Defense)
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 - iv. Vehicle impounds.
 - v. Other (town storage facilities, leased storage units, etc.)
 - d. New World evidence entry or other evidence log – is it up to date?
 - e. Findings will be provided in a written report to the Town Manager along with proposed corrective actions if necessary.

Collbran Marshall's Office Audit & Consultation Contract Agreement

Payment(s):

Fixed (bid) amount: \$17,500.00.

- Payable to David Arcady \$8,750.00 and Justin Wareham \$8,750.00
- 50% (\$8,750.00) due prior to beginning work and the remaining balance (\$8,750.00) due within 14 days of final submitted report for this item.

This will be an administrative appointment only. There will be **NO** law enforcement actions by the contract employee(s) (Dave Arcady and Justin Wareham). Any criminal actions observed or discovered during the time of this audit will be forwarded to the proper jurisdictional authority for further investigation.

Unforeseen Circumstances – Due to the potential of unforeseen complications, issues with technologies, etc., deadlines and estimated completion dates may be necessary to extend. The Town Manager will be constantly updated of these circumstances. The town of Collbran or contract employee(s) may choose to cancel or revise contracts based on unforeseen circumstances.

Agreement to *hold harmless contract employee(s)* (Dave Arcady and Justin Wareham) in the event of inadvertent evidence destruction, loss of data and information, and damage to town property.

Contract Employee, David Arcady

Signature: _____ Date: _____

Contract Employee, Justin Wareham

Signature: _____ Date: _____

Collbran Town Manager, Melonie Matarozzo

Signature: _____ Date: _____

**TOWN OF COLLBRAN, COLORADO
RESOLUTION NO. 3 SERIES 2024**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF COLLBRAN, COLORADO, DIRECTING THE TOWN CLERK OF THE TOWN OF COLLBRAN TO CONDUCT THE REGULAR MUNICIPAL ELECTION, SCHEDULED FOR APRIL 2, 2024, AS A MAIL BALLOT ELECTION

WHEREAS, the Board of Trustees of Collbran is desirous of engaging as many registered electors of the Town of Collbran as possible in the regularly scheduled municipal election of April 2, 2024; and,

WHEREAS, previous Elections conducted as mail ballot elections have resulted in higher voter participation by the registered electors; and,

WHEREAS, the Board of Trustees of the Town of Collbran believes a mail ballot election will encourage voter participation; and

WHEREAS, Part 9, Article 10, Title 31 of the Colorado Revised Statutes sets forth the process and procedures for conducting municipal mail ballot elections; and

WHEREAS, the Board of Trustees of the Town of Collbran seeks to appoint the Collbran Town Clerk as the Designated Election Official for the regular mail ballot election, and to comply with all applicable election procedures, including, but not limited to compliance with the Colorado Municipal Election Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF COLLBRAN, COLORADO, THAT:

Section 1. The above recitals are hereby incorporated as findings of the Town of Collbran.

Section 2. The Collbran Town Clerk is hereby authorized and directed, as the Designated Election Official for the regular mail ballot election, to conduct such election scheduled for April 2, 2024, under the supervision of the Colorado Secretary of State, and subject to rules promulgated by the Colorado Secretary of State, pursuant to C.R.S. §31-10-101 et seq. (hereinafter "Colorado Municipal Election Code").

Section 3. The Collbran Town Clerk, as the Designated Election Official for the regular mail ballot election is further authorized and directed to take all actions necessary to conduct the regular mail ballot election pursuant to Part 9, Article 10, Title 31, C.R.S.

Section 4. There shall be one (1) precinct for this mail ballot election. The mail ballot polling location for the said precinct shall be the Collbran Town Hall, 1010 High Street, Collbran, Colorado 81624.

Section 5. The Designated Election Official shall establish the form of the regular mail election ballot.

RESOLVED, APPROVED, and ADOPTED this ___ day of _____ 2021.

TOWN OF COLLBRAN, COLORADO

(Seal)

Keith C. Todd, Mayor

ATTEST:

Melonie Matarozzo, Town Clerk