

# State of the Court 2014

Judge Juárez  
February 2, 2015



# Annual Report

- 2014 Annual Report
- 2015 Court Calendar



# 2014 MUNICIPAL COURT ACTIVITY REPORT

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
TRAFFIC						
TRAFFIC ISSUED	616	544	642	467	448	441
PARKING ISSUED	84	117	138	102	66	101
REVENUE COLLECTED	\$ 61,526.00	\$ 58,244.00	\$ 49,046.00	\$ 59,589.00	\$ 39,865.00	\$ 37,814.00
OJ/W FEES COLLECTED	\$ 1,641.00	\$ 2,940.00	\$ 2,464.00	\$ 2,820.00	\$ 3,165.00	\$ 2,250.00
OJ/W FEES PAID TO STATE	\$ 820.50	\$ 1,470.00	\$ 1,232.00	\$ 1,410.00	\$ 1,582.50	\$ 1,125.00
CRIMINAL						
CRIMINAL ISSUED	97	110	147	166	135	134
ANIMAL ISSUED	10	3	15	18	13	28
CODE ISSUED	4			1		1
REVENUE COLLECTED	\$ 4,133.00	\$ 3,765.00	\$ 3,805.00	\$ 3,715.00	\$ 3,770.00	\$ 3,335.00
TOTAL TICKETS ISSUED	811	774	942	754	662	705
JUVENILES CHARGED	39	48	42	53	55	28
RESTITUTION COLLECTED	\$ 700.00	\$ 3,061.50	\$ 1,004.00	\$ 1,825.00	\$ 1,258.99	\$ 741.00
COURT COSTS REVENUE	\$ 8,592.00	\$ 9,950.00	\$ 8,255.00	\$ 8,690.00	\$ 7,054.00	\$ 7,034.00
COMMUNITY SERVICE REVENUE		\$ 80.00				
BOND FEES/ADMIN	\$ 240.00	\$ 360.00	\$ 300.00	\$ 270.00	\$ 189.00	\$ 150.00
SURCHARGE	\$ 18,747.00	\$ 19,054.00	\$ 16,004.00	\$ 18,795.00	\$ 12,889.00	\$ 12,626.00
COLLECTION FEES COLLECT	\$ 358.00	\$ 1,245.00	\$ 1,098.00	\$ 4,040.00	\$ 3,707.00	\$ 3,559.00
FUEL SURCHARGE	\$ 6,844.00	\$ 6,213.00	\$ 5,796.00	\$ 6,743.00	\$ 4,694.00	\$ 4,626.00
PHONE CALLS - SUSAN	239	198	211	247	162	174
PHONE CALLS - CARMEN	189	154	150	227	173	189
PHONE CALLS - BEVERLY	173	198	160	198	162	177
PHONE CALLS - CAROL	231	172	185	181	167	104
PHONE CALLS - LYNN	142	126	103	95	73	119
TOTAL PHONE CALLS	974	848	809	948	737	763
COUNTER CUSTOMERS	1570	1237	1009	1443	998	1107
TOTAL REVENUE COLLECTED	\$ 100,902.50	\$ 99,136.00	\$ 84,438.00	\$ 99,212.00	\$ 70,043.50	\$ 66,710.00



2014 MUNICIPAL COURT ACTIVITY REPORT

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DECEMBER	YEAR TO DATE	2013 TOTALS
TRAFFIC								
TRAFFIC ISSUED	730	637	533	528	590	668	6,844	6,003
PARKING ISSUED	174	128	52	74	107	113	1,256	715
REVENUE COLLECTED	\$ 43,543.00	\$ 47,712.66	\$ 61,267.00	\$ 54,620.34	\$ 37,551.00	\$ 44,964.00	\$ 595,742.00	\$ 490,425.00
OJ/W FEES COLLECTED	\$ 2,340.00	\$ 1,830.00	\$ 1,890.00	\$ 2,070.00	\$ 1,635.00	\$ 1,815.00	\$ 26,860.00	\$ 21,432.00
OJ/W FEES PAID TO STATE	\$ 1,170.00	\$ 915.00	\$ 945.00	\$ 1,035.00	\$ 817.50	\$ 907.50	\$ 13,430.00	\$ 10,716.00
CRIMINAL								
CRIMINAL ISSUED	138	163	145	149	108	89	1,581	1,609
ANIMAL ISSUED	27	21	5	25	11	14	190	141
CODE ISSUED	11	1	4			2	24	25
REVENUE COLLECTED	\$ 4,399.00	\$ 5,815.00	\$ 4,569.00	\$ 5,105.00	\$ 4,175.00	\$ 4,473.00	\$ 1,059.00	\$ 46,293.63
TOTAL TICKETS ISSUED	1,080	950	739	776	816	886	9,895	8,493
JUVENILES CHARGED	51	50	62	75	28	54	585	629
RESTITUTION COLLECTED	\$ 25.00	\$ 1,583.34	\$ 1,675.00	\$ 5,366.72	\$ 638.00	\$ 776.00	\$ 18,654.55	\$ 18,976.57
COURT COSTS REVENUE	\$ 6,347.00	\$ 7,612.00	\$ 8,421.00	\$ 9,417.00	\$ 6,258.00	\$ 6,181.00	\$ 93,811.00	\$ 77,503.09
COMMUNITY SERVICE REVE	\$ 60.00				\$ 379.00		\$ 519.00	\$ 390.00
BOND FEES/ADMIN	\$ 240.00	\$ 180.00	\$ 300.00	\$ 510.00	\$ 480.00	\$ 240.00	\$ 3,459.00	\$ 2,736.00
SURCHARGE	\$ 13,615.00	\$ 16,189.00	\$ 18,148.00	\$ 16,956.00	\$ 12,414.00	\$ 14,515.00	\$ 189,952.00	\$ 157,528.68
COLLECTION FEES COLLECT	\$ 2,895.00	\$ 3,271.00	\$ 4,053.00	\$ 2,633.00	\$ 2,021.00	\$ 2,693.00	\$ 31,573.00	\$ 6,724.00
FUEL SURCHARGE	\$ 5,251.00	\$ 5,905.00	\$ 6,327.00	\$ 5,913.00	\$ 4,032.00	\$ 5,047.00	\$ 67,371.00	\$ 55,464.00
PHONE CALLS - SUSAN	224	216	196	188	167	194	2,416	2,345
PHONE CALLS - CARMEN	149	170	157	148	153	178	2,037	2,177
PHONE CALLS - BEVERLY	199	197	205	165	158	190	2,182	2,089
PHONE CALLS - CAROL	194	187	209	197	107	180	2,114	2,093
PHONE CALLS - LYNN	92	74	147	190	87	102	1,350	1,276
TOTAL PHONE CALLS	858	844	914	888	672	844	10,099	9,980
COUNTER CUSTOMERS	1021	1207	1219	1470	973	1281	14,535	12,347
TOTAL REVENUE COLLECTE	\$ 74,625.00	\$ 84,328.66	\$ 99,977.00	\$ 93,556.34	\$ 66,106.50	\$ 76,327.50	\$ 1,015,363.00	\$ 841,056.40



OCTOBER 2014						NOVEMBER 2014						DECEMBER 2014								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1		1	2	3	4	5	6
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31			
							30													

2015

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29	30	31								29	30	31				

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

  = HOLIDAY    
   = CRIMINAL/CODE/ANIMAL    
   = INTERPRETER    
   = TRAFFIC  
 COURT WILL NOT BE IN SESSION IN THE AFTERNOON ON APRIL 23 & OCTOBER 8

# Jail Related Issues

- Intergovernmental Agreement
- Daily Jail Population report





**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF THORNTON AND \_\_\_\_\_  
REGARDING MUNICIPAL NON-DV INMATE  
ALLOCATIONS AND FEE ASSESSMENT PROCESS  
FOR THE ADAMS COUNTY DETENTION FACILITY  
\_\_\_\_\_, 2014**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Arvada, City of Aurora, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Thornton, and the City of Westminster, Colorado, all Colorado home rule municipalities, and the City of Bennett, a Colorado statutory town, collectively sometimes referred to herein as the "Cities" or "Parties" and individually as "City or Party."

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-201 authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, pursuant to C.R.S. § 31-15-401(k), municipalities may use the county jail for confinement or punishment of offenders "with the consent of the board of county commissioners"; and

WHEREAS, pursuant to a Settlement Agreement entered in connection with litigation pending in Adams County District Court captioned: *CITY OF AURORA; CITY OF COMMERCE CITY; CITY OF FEDERAL HEIGHTS; CITY OF NORTHGLENN; and CITY OF THORNTON, Colorado, municipal corporations, v. DOUGLAS N. DARR, in his official capacity as Adams County Sheriff, State of Colorado; and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS*, Civil Action No. 2014CV30353, the municipalities named in said litigation are now subjected to a flexible ("soft") cap of 65 non-domestic violence related municipal prisoners who may be held at the Adams County Jail Facility ("ACJF"); and

WHEREAS, pursuant to the Settlement Agreement, the Sheriff may charge said municipalities in Adams County up to \$45 for any municipal prisoner held at the ACJF in excess of the 65 cap;

WHEREAS, the Sheriff's and the municipalities' recognize that the Jail Cap applies to all the Cities; as such Cities are authorized to use the ACJF pursuant to C.R.S. §31-15-401(k);

WHEREAS, it is in the best interests of the Cities to agree among themselves on a process for allocating the 65 beds available in the ACJF for municipal prisoners and for determining which of the Cities will be responsible for paying any additional fees the Sheriff may impose for their Cities' municipal prisoners once the 65 cap is exceeded.



NOW, THEREFORE, in consideration of the promises and conditions contained herein the Cities hereto agree as follows:

**I. PROCESS FOR THE PAYMENT OF FEES WHEN MUNICIPAL PRISONERS EXCEED THE ABOVE 65 CAP AND THE ALLOCATION OF BED SPACE BETWEEN THE CITIES.**

A. The Cities agree to the process for payment of fees as follows:

1. Each City must provide the Sheriff with the email address of each person to whom the Sheriff should send the daily municipal inmate count. The Sheriff has agreed to provide the Cities with the email address(es) to which he wants the emails noted below to be sent.

2. The Sheriff will email the municipal inmate count by 8:00 a.m. each day of the week (including weekends and holidays) to the Cities.

3. If the total number of municipal non-DV inmates is 65 or less, no action is necessary by any City.

4. If the total number of municipal non-DV inmates exceeds 65, any City that has not exceeded its individual allocation (as shown in Table A below) need not take any action and will not be subject to any per diem fees for this day.

5. If the total number of municipal non-DV inmates exceeds 65, any City that has exceeded its individual allocation (as shown in Table A below) will have **12 hours from the time the Sheriff sent the daily email** to either release one or more of its non-DV inmates and/or risk being assessed a per diem fee for one or more of its non-DV inmates. If any such City's decision is to release one or more of its inmates, it must notify the Sheriff by email as noted above, to avoid any per diem liability for such inmate(s). Any such City's email should also be sent to any other City that had also reportedly exceeded its individual allocation on that date.

A. If the total number of municipal non-DV inmates exceeds 65, the City that has exceeded its individual allocation by the greatest number of inmates will first be assessed a per diem fee if it has not released one or more inmates by the established deadline. In the event more than one City has exceeded their allocation by the same number of inmates, and a per diem fee results for such inmate(s), such fee will be split equally among these Cities.

B. Step A above will be repeated until the remaining municipal non-DV inmate count for that day either by release and/or by commitment to pay a per diem fee(s) is at or below 65. See examples below.



C. Any City that notifies the Sheriff to release all of its inmates that were over its individual allocation on any given day by the established deadline for such day will not be subject to any per diem fees for this day.

D. For any day for which a per diem is to be assessed, the Sheriff must be sent an email **by 5:00 p.m. on the following business day** by each City that details the amount to be billed for each such day(s). Any such City's email should also be sent to any other City that had also reportedly exceeded its individual allocation on this day(s). If the Cities fail to provide such information to the Sheriff by the established deadline, he will bill the per diems for any excess inmates on a last-in, first-charged basis.

E. The Sheriff will bill the appropriate Cities monthly and payment is due to the Sheriff within 30 days of receipt of such invoice.

B. The Cities agree to the following allocation of beds in ACJF for municipal prisoners:

1. The Cities individual bed allocations are set forth below in Table A.

**TABLE A**

Municipality	65 Bed Allocation
Arvada	2
Aurora	11
Bennett	1
Brighton	4
Commerce City	10
Federal Heights	4
Northglenn	6
Thornton	17
Westminster	10
Total	65

2. The following reflect examples of how the above-stated process would work in practice.

**Example #1.** In the example below even though several Cities are over their allocation, since the total number of inmates is 65 or less, no action needs to be taken and no per diem fees will accrue.

Municipality	Proposed 65 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
--------------	----------------------------------	---------------------------------------	--	--------



Arvada	2	1	-1	No Action Needed
Aurora	11	12	+1	No Action Needed
Bennett	1	0	-1	No Action Needed
Brighton	4	3	-1	No Action Needed
Commerce City	10	11	+1	No Action Needed
Federal Heights	4	3	-1	No Action Needed
Northglenn	6	4	-2	No Action Needed
Thornton	17	19	+2	No Action Needed
Westminster	10	10	0	No Action Needed
				No Action Needed
Total	65	63	-2	Under Soft Cap

**Example #2.** In the example below the total number of inmates is over 65 by two inmates so those three Cities that are over their allocation may be at risk. Since Thornton is over its allocation the most (2 over) it would be the first to decide whether to release an inmate or be charged a per diem. Following this action, there are three Cities that are each one over (Aurora, Commerce City, and Thornton). Each of these Cities would be faced with the decision to either release an inmate or risk being charged up to 1/3 per diem.

So to recap, if all occurred as described above, Thornton would either be charged 1 1/3 per diem (if it did not release its first inmate and none released another inmate) or 1/3 per diem along with Aurora and Commerce City if Thornton did release its first inmate, but none released another inmate.

Municipality	Proposed 65 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	1	-1	No Action Needed
Aurora	11	12	+1	At Risk
Bennett	1	0	-1	No Action Needed
Brighton	4	4	0	No Action Needed
Commerce City	10	11	+1	At Risk
Federal Heights	4	4	0	No Action Needed
Northglenn	6	6	0	No Action Needed
Thornton	17	19	+2	At Risk
Westminster	10	10	0	No Action Needed
Total	65	67	+2	2 Over Soft Cap

**Example #3.** In the example below the total number of inmates is over 65 by three inmates so those three jurisdictions that are over their allocation may be at risk. Since Commerce City is over its allocation the most (5 over) it would be the first to be charged a per diem if one of its inmates were not released. After Commerce City decides



whether to release or risk paying a per diem for the first inmate over its individual allocation, it remains most over its allocation (4 over), so it would again be faced with either releasing an inmate or paying another per diem. Again, Commerce City remains the most over its allocation (3 over), so it would again be faced with either releasing an inmate or paying another per diem.

So to recap, if all occurred as described above, Commerce City would be faced with either releasing up to three inmates or being charged up to three per diems. Even though Aurora and Thornton were also over their allocations, they would not be impacted because Commerce City remained the most over its allocation.

Municipality	Proposed 65 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	2	0	No Action Needed
Aurora	11	12	+1	At Risk
Bennett	1	0	-1	No Action Needed
Brighton	4	2	-2	No Action Needed
Commerce City	10	15	+5	At Risk
Federal Heights	4	3	-1	No Action Needed
Northglenn	6	6	0	No Action Needed
Thornton	17	18	+1	At Risk
Westminster	10	10	0	No Action Needed
Total	65	68	+3	3 Over Soft Cap

## **II. TERM.**

This Agreement shall be in effect until and including May 15, 2015, unless otherwise agreed to by all the Cities.

## **III. NONAPPROPRIATIONS CLAUSE.**

The Cities herein acknowledge and agree that each has every intention of carrying out and performing the provisions of this Agreement for its entire term. Each City agrees it shall make every reasonable effort to ensure the continued appropriation of funds for the payments referenced in this Agreement. In the event that any of the respective City Councils fail to appropriate funds for the continuation of this Agreement for any fiscal year past the first fiscal year, the Cities may, at the beginning of the fiscal year for which the City Councils do not appropriate such funds and upon thirty (30) days prior written notice, terminate this Agreement without penalty and thereupon be released of further obligations pursuant thereto.

## **IV. PROVISIONS CONSTRUED AS TO FAIR MEANING.**



The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such Party as the source of the language in question.

**V. NO IMPLIED REPRESENTATIONS.**

No representations, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically stated in this Agreement.

**VI. NO ORAL OR COLLATERAL AGREEMENTS OR UNDERSTANDINGS.**

This Agreement may be amended only by an instrument in writing signed by the Parties.

**VII. INTEGRATED AGREEMENT.**

This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein.

**VIII. WAIVER.**

The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

**IX. UNCONSTITUTIONALITY.**

The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement, or the application thereof to any person, entity or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement, and each and every provision thereof, are declared to be severable.

**X. GOVERNMENTAL IMMUNITY.**

The Parties hereto understand and agree that the Parties, their officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time-to-time amended, or otherwise available to the Parties their officers, or their employees.

**XI. NOTICE.**

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at



the address set forth below, or at such other address as has been previously furnished in writing to the other Party or City. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Thornton:  
City Manager  
City of Thornton  
9500 Civic Center Drive  
Thornton, CO 80229

[OTHER CITIES]

## **XII. APPLICABLE LAW AND VENUE.**

This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado. In the event of litigation concerning this Agreement, the Parties agree that proper venue shall be the District Court, Adams County, Colorado.

## **XIII. LITIGATION**

Each party hereto shall be responsible for any suits, demand, costs or actions at law resulting from its own acts or omissions.

## **XIV. EFFECTIVE**

This Agreement shall become effective as of the last date of execution by the Parties hereto.

IN WITNESS WHEREOF, The Cities have caused this Agreement to be duly executed as of the day and year below written.

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

**(SIGNATURES FOLLOW ON NEXT PAGE)**

**CITY OF THORNTON, COLORADO**

\_\_\_\_\_  
Jack Ethredge, City Manager

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

ATTEST:

\_\_\_\_\_  
Nancy Vincent, City Clerk

APPROVED AS TO FORM:  
Margaret Emerich, City Attorney

\_\_\_\_\_  
Assistant City Attorney

**CITY OF \_\_\_\_\_, COLORADO**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_, City Attorney

\_\_\_\_\_



# Municipal Bed Usage Report



Adams County Sheriff's Office  
Detention Facility  
150 North 19th Ave  
Brighton, Colorado 80601  
303-654-1850

DATE  
5-Jan-15

	Beds Allocated	Beds Used
City of Arvada	1	2.25
City of Aurora	11	8
City of Bennett	1	0
City of Brighton	6	3.25
Commerce City	10	12.25
City of Federal Heights	3	0.5
City of Northglenn	6	0
City of Thornton	17	14
City of Westminster	10	13.75
<b>Current Bed Cap - 65</b>	<b>Used -</b>	<b>54</b>

<b>Current Municipal DVs</b>	<b>23</b>
------------------------------	-----------

Commerce City Courts  
 Adams County Detention Facility  
 Municipal Bed Usage Rep  
 Date: 5-Jan-15

<b>Beds Allocated:</b>	<b>10</b>
<b>Beds Used:</b>	<b>12.25</b>

Booking #	Name	ORI	Booking Date	Charge Description	Notes/Orig Charge(s)	Docket No.	Bond Status Date	Bond Status/Type/Amt	Min Release Date
201400016303	ARMUJO, DANNY	COMM	12/31/2014 2:30:04 PM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA// RESISTING ARREST	CM00242232	12/31/2014 2:30:04 PM	ACTI/CS/\$500.00	
201500000050	BEIERLE, NAOMI	COMM	1/2/2015 7:26:38 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA- LARCENY / THEFT	CM00202398	1/2/2015 7:49:17 AM	ACTI/CS/\$400.00	
201500000050	BEIERLE, NAOMI	ARVA	1/2/2015 7:26:38 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA- THEFT / LARCENY** ADAMS CO SIDE	AM205467D	1/2/2015 8:03:12 AM	ACTI/CS/\$1,000.00	
201500000050	BEIERLE, NAOMI	ARVA	1/2/2015 7:26:38 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA- LARCENY / THEFT** JEFFERSON CO SIDE	AM206398D	1/2/2015 8:05:51 AM	ACTI/CS/\$1,000.00	
201500000050	BEIERLE, NAOMI	BRIG	1/2/2015 7:26:38 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA- SHOPLIFTING	93060	1/2/2015 7:46:36 AM	ACTI/CASH/\$500.00	
201500000050	BEIERLE, NAOMI	WESM	1/2/2015 7:26:38 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA- TRESPASSINGJEFFERSON CO SIDE	AH032670	1/2/2015 7:59:50 AM	ACTI/CS/\$750.00	
201500000050	BEIERLE, NAOMI	WESM	1/2/2015 7:26:38 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA- LOITERING	AH021253	1/2/2015 7:52:11 AM	ACTI/CS/\$250.00	
201500000050	BEIERLE, NAOMI	WESM	1/2/2015 7:26:38 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA- LARCENY / THEFTJEFFERSON CO SIDE	AH021539	1/2/2015 7:55:23 AM	ACTI/CS/\$500.00	
201400015683	ESPINOZA, EDWARD	COMM	12/13/2014 4:25:38 AM	FAILURE TO APPEAR - MISDEMEANOR	FTA/OPEN CONTAINER	CM00243683	12/13/2014 4:59:27 AM	ACTI/CS/\$200.00	
201400015683	ESPINOZA, EDWARD	COMM	12/13/2014 4:25:38 AM	FAILURE TO APPEAR - MISDEMEANOR	FTA/FAILED TO OBEY LAWFUL ORDER AND PEDESTRIAN ON HWY U	CM00241022	12/13/2014 5:09:12 AM	ACTI/CS/\$200.00	
201500000124	GORDY, CHRISTOPHER	COMM	1/3/2015 10:13:06 PM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA / DISORDERLY CONDUCT	CM00242791	1/3/2015 11:07:36 PM	ACTI/CS/\$200.00	
201400016256	HARTMAN, PAUL	COMM	12/30/2014 8:46:35 AM	FAILURE TO APPEAR - MISDEMEANOR	FTA, OPEN CONTAINER	CM240825	12/30/2014 9:11:50 AM	ACTI/CS/\$100.00	
201400016244	JACOBUS, JOSEPH	COMM	12/29/2014 8:20:44 PM	MITTIMUS	15 DAYS JAILOPEN CONTAINER	CM233513	12/29/2014 9:07:21 PM	SENT/SENT/\$0.00	01/12/2015
201400015580	LEYBA, ALAN	COMM	12/10/2014 6:30:49 PM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	SENT 100 DAYS JAILPEN 8 DAYSFTA-THEFT[12/17/2014 16:06]100	CM00240934	12/17/2014 4:06:48 PM	SENT/SENT/\$0.00	03/13/2015
201400015580	LEYBA, ALAN	COMM	12/10/2014 6:30:49 PM	THEFT /TRESPASSING- CCPD	SENT 100 DAYS JAILPEN 8 DAYSCONC COUNTS ONE COMP	CM00232641	12/17/2014 12:00:00 AM	SENT/SENT/\$0.00	03/13/2015
201400015677	MARTINEZ, PHYLCIA	COMM	12/13/2014 12:09:02 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA, THEFT\$194 CASH OR \$400 SURETY	CM00239194	12/28/2014 2:14:08 PM	ACTI/SPLT/\$0.00	
201400012413	PADGETT, MICHAEL	COMM	9/30/2014 1:02:10 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	SENT 30 DAYS JAILPEN 3 DAYS CONSEC	CM00237256	10/1/2014 12:00:00 AM	SENT/SENT/\$0.00	02/23/2015
201400012413	PADGETT, MICHAEL	COMM	9/30/2014 1:02:10 AM	TRESPASSING - CCPD	SENT 60 DAYS JAILCONSEC OPEN CONTAINER	CM00240968	10/1/2014 12:00:00 AM	SENT/SENT/\$0.00	01/29/2015
201400016293	RODRIGUEZ, JESUS	COMM	12/31/2014 1:44:37 AM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA - INTERFERE W/ PEACE OFFICER OR FIREFIGHTER, DISORDER	CM00235574	12/31/2014 1:44:37 AM	ACTI/CS/\$500.00	
201400016228	SPIKA, KARLA	COMM	12/29/2014 2:30:00 PM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTA - THEFT [12/29/2014 15:49]DRH	CM00243712	12/29/2014 3:48:59 PM	ACTI/CS/\$300.00	
201400016228	SPIKA, KARLA	DENV	12/29/2014 2:30:00 PM	FOJ WANTED BY OTHER AGENCY FELONY	FTA / MVT - AGG 1- LESS \$20K[12/29/2014 15:43]DRH	D0162014CR004810	12/29/2014 3:41:43 PM	ACTI/NOBD/\$0.00	
201400016228	SPIKA, KARLA	JEFF	12/29/2014 2:30:00 PM	FOJ WANTED BY OTHER AGENCY MISDEMEANOR	FTC / PROB / THEFT-\$300-\$750-ATT[12/29/2014 15:47]DRH	C0302014M 001540	12/29/2014 3:46:23 PM	ACTI/CS/\$500.00	
201400016255	TAYLOR, TAHIRA	COMM	12/30/2014 8:42:44 AM	FAILURE TO APPEAR - MISDEMEANOR	FTA, FALSE REPORTING, THEFT\$129.00 CASH OR \$200 SURETY	CM228937	12/30/2014 8:59:21 AM	ACTI/SPLT/\$0.00	
201400014744	WATSON, ALEXANDRA	COMM	11/20/2014 3:31:37 PM	MITTIMUS	SENT 50 DAYS JAIL CONSECUTIVETHEFT	CM239144	11/20/2014 8:12:19 PM	SENT/SENT/\$0.00	01/14/2015

= Other Holds Shared

\*Update status request



# Restitution

- Chief Judge Directive





**SEVENTEENTH JUDICIAL DISTRICT**

**ADAMS COUNTY AND THE CITY AND COUNTY OF BROOMFIELD  
ORDER OF THE CHIEF JUDGE**

13-01

**Restitution Orders and Judgments by Municipal Courts in Adams County**

Pursuant to C.R.S. 18-1.3-603 (4) (a), any order for restitution entered pursuant to this section shall be a final civil judgment in favor of the state and any victim. It is therefore ordered the Clerk of the Adams County Court, Civil Division, is hereby authorized to accept an Order of Restitution issued by any Municipal Court for a City or Town in Adams County, Colorado, and enter it as a Civil Judgment. The Order of Restitution must be duly verified by the Municipal Court Judge/Clerk and filed by the party in whose favor the order was entered. The required filing fee must be paid unless a Motion in Forma Pauperis is filed by the named victim and approved by the Court, or unless the Order of Restitution is filed by the Municipal Court issuing the Order of Restitution. Execution on the Civil Judgment may proceed forthwith and under all the post-judgment remedies authorized by the Rules of Civil Procedure for the County Court. The filing fee as well as any other post-judgment fees may be added as recoverable costs to the outstanding restitution balance, together with interest at the rate of 12% per annum pursuant to the statute.

By the Court:

---

C. VINCENT PHELPS  
Chief Judge



# Vendors

- Collections – Linebarger Goggan Blair & Sampson
- In-home detention – RMOMS, High Tech Offender Management
- Juvenile Assessment – The Link



# Staff

- Formal Complaints
- Docket Management
- Training
- Cooperation with Other Departments (training)





# New for 2015

New approaches to sentencing:

- Community Mediation Concepts
- Community Reach



# Discussion topic

- Community Justice Surcharge





# Questions

