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360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

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Council may take formal action on any item appearing on this Agenda. However, formal action WILL NOT be taken at this meeting on any item of business first identified during the course of the meeting as a change to the Agenda, other business, or Citizen, Councilmember and Staff Comments.

## A G E N D A

Delta City Council  
Regular Meeting

July 5, 2011  
7:00 p.m.

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Minutes
- D. Citizen Comments
- E. Abraham Connection Presentation (Aaron Clay & Kami Collins)
- F. Governor's Energy Office Memorandum of Understanding (Kerby)
- G. Cemetery Regulations (Suppes)
- H. Renewable Energy Policy Allowing for Net Metering (Glammeyer)
- I. Liquor License Renewals: (Williams)
  - 1. El Tapatio Hotel/Restaurant License
  - 2. City Market 3.2% Beer License
- J. City Attorney Comments
- K. City Manager Comments
- L. Councilmember Comments

## EXECUTIVE SESSION

To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under CRS Section 24-6-402(4)(a) and for the purpose of instructing negotiators under CRS Section 24-6-402(4)(c), more specifically pertaining to the possible sale of property at 201 Kellogg, and pertaining to the purchase of right-of-way for the truck bypass (Confluence Drive) project; and to discuss a personnel matter under CRS Section 24-6-402(4)(f) not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

Mayor Mary Cooper called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, Guy Pfalzgraff, and Ed Sisson, along with City Manager Joe Kerby and City Attorney Mike Schottelkotte. A meeting notice was posted in the south window at City Hall at least twenty-four hours prior to the meeting.

**Pledge of Allegiance**

The Mayor led everyone present in the Pledge of Allegiance.

**Changes to the Agenda**

There were none.

**Minutes**

It was moved by Councilmember Sisson and seconded by Councilmember Jurca to approve the minutes of June 7, 2011 as submitted by the Clerk. All in favor, motion carried.

**Citizen Comments**

There were none.

**Planning Commission Appointment**

Mayor Cooper reported that Virginia Selby's application for the Planning Commission appointment was the only one received. [Note: Ms. Selby was interviewed by Council in the Work Session held prior to the meeting.]

It was moved by Councilmember Jurca and seconded by Councilmember Sisson to appoint Virginia Selby to the Planning Commission. Voting aye: Councilmembers Raley, Jurca, Sisson and Cooper. Voting nay: Councilmember Pfalzgraff. Motion carried.

**Street Closure Permit Application: Delta Area Chamber of Commerce**

Linda Sanchez, Delta Area Chamber of Commerce Director, presented the Chamber's request for closure of West 5<sup>th</sup> Street between Main and Palmer for Deltarado Days on July 15 and 16, 2011. The plan is to close the east half of the block (between Main and the alley) beginning at 2 p.m. on Friday, July 15 to begin setting up. At 5:00 p.m. that day, the west half (between the alley and Palmer) would be closed. The street would remain closed throughout the day on Saturday, the 16<sup>th</sup>. Tear down would be completed and the street reopened by noon on Sunday, July 17.

City Manager Kerby reported that Public Works Director Jim Hatheway and Police Chief Robert Thomas had met with Deltarado Days representatives. Mr. Hatheway was concerned only that he might not have enough cones and barricades for both the parade and the closure of 5<sup>th</sup> Street, but was going to request assistance from Delta County. The Police Chief had no concerns about the street closure.

It was moved by Councilmember Raley and seconded by Councilmember Pfalzgraff to approve the Street Closure Permit Application, for West 5<sup>th</sup> Street between Main and Palmer, July 15 and 16, and until noon on July 17. All in favor, motion carried.

**Public Hearing: Knights of Columbus Special Event Permit Applications**

The Mayor recessed the Regular Meeting and convened the Public Hearing.

The Clerk reported that two Special Events Permit liquor applications have been submitted by the Knights of Columbus for Deltarado Days weekend. The first is for a "beer garden" at the Horse Country Arena at 201 Kellogg Street between 6:00 p.m. and 10:00 p.m. on July 16, 2011. The second is for a "beer garden" at the east end of West 5<sup>th</sup> Street between 5:00 p.m. and midnight on July 15, and between 11:00 a.m. and midnight on July 16. Council just approved the permit for closure of West 5<sup>th</sup> Street for Deltarado Days events.

**Public Hearing (Cont.)**

**Regular Meeting, Delta City Council, June 20, 2011 (Cont.)**

**Public Hearing (Cont.)**

The Clerk added that signs informing the public of tonight's hearing were posted at both sites for the ten days preceding the hearing as required by law. One comment opposing the issuance of the permit on West 5<sup>th</sup> Street was received from a citizen who lives on West 6<sup>th</sup> Street.

The Mayor asked if anyone present wished to comment on the applications. When there were no comments, the Mayor closed the Public Hearing and reconvened the Regular Meeting.

It was moved by Councilmember Sisson and seconded by Councilmember Raley to approve the Knights of Columbus Grand Mesa Council #2731 applications for special events liquor permits for July 15 and 16, 2011. All in favor, motion carried.

**Ordinance #2, 2011; Second and Final Reading; Purchased Power Agreement**

Council Bill #2, 2011

AN ORDINANCE OF THE CITY OF DELTA, COLORADO AUTHORIZING AND DIRECTING PARTICIPATION BY THE CITY IN AN ELECTRICAL RESOURCES POOLING AGREEMENT WITH THE MUNICIPAL ENERGY AGENCY OF NEBRASKA; CHANGING THE CITY'S PAST STATUS IN THE POOLING AGREEMENT TO A BULK POWER PARTICIPANT; AUTHORIZING AND DIRECTING EXECUTION BY THE CITY OF THE TOTAL POWER REQUIREMENTS POWER PURCHASE AGREEMENT THE MUNICIPAL ENERGY AGENCY OF NEBRASKA; ACKNOWLEDGING AND PROVIDING FOR LIMITATIONS ON USE OF THE ELECTRICITY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT

was read by the Clerk.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to adopt Council Bill #2, 2011, on second and final reading. Roll call vote: Councilmembers Pfalzgraff, aye; Raley, aye; Jurca, aye; Sisson, aye; and Cooper, aye. Council Bill #2, 2011 was adopted on second and final reading as Ordinance #2, 2011.

**City Attorney Comments**

There were none.

**City Manager Comments**

City Manager Kerby made the following report:

- Manager Kerby, along with Community Development Director Glen Black, Mayor Cooper, Councilmember Pfalzgraff and Councilmember Sisson, will be attending the Colorado Municipal League Conference in Vail June 21 through 24. In his absence, Utilities Director Steve Glammeyer will be Acting City Manager.
- The next Downtown Assessment meeting will be held on June 30, from 5:30 to 8:10 p.m. at the recreation center.
- A Junior Golf Camp will be held at Devil's Thumb Golf Club June 21 through 24.

At the City Manager's request, Utilities Director Glammeyer reported on the water break which occurred on Meeker Street on Friday, June 18. Mr. Glammeyer reported that a 12" main water line in Meeker Street ruptured at about 6:30 p.m. By the time City crews were able to shut down the system about a half hour later, around 110,000 gallons of water was lost. Repair of the break was held up when Qwest crews were unable to respond to an emergency locate request for three hours. Repairs on the line were completed about 1:00 a.m. and the line was re-pressured.

The Public Works Director also introduced a newsletter which will be distributed to City utility customers by APPA.

At the Manager's request, the Clerk reported that 3,283 ballots for the July 12<sup>th</sup> election were mailed today to active registered voters. There are roughly 1,500 inactive voters who may be eligible to vote. Anyone who didn't receive a ballot and thinks they are registered voters should call the Delta County Clerk and Recorder's office.

**Regular Meeting, Delta City Council, June 20, 2011 (Cont.)**

**City Manager Comments (Cont.)**

Manager Kerby reported that the City is working with the Fire Protection District on this year's 4th of July celebration.

**Councilmember Comments**

Councilmember Raley congratulated Community Development Director Glen Black on his recent election to the DMEA Board of Directors.

**Executive Session**

It was moved by Councilmember Jurca and seconded by Councilmember Pfalzgraff to convene an Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under CRS Section 24-6-402(4)(a), or more specifically, to discuss the purchase of right-of-way for the truck bypass (Confluence Drive) project and for discussion of a personnel matter under CRS Section 24-6-402(4)(f) and not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. All in favor, motion carried.

At 7:25 p.m., Mayor Cooper recessed the Regular Meeting and convened the Executive Session.

At 9:34 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. She stated that in addition to herself, the participants in the Executive Session were Councilmembers Guy Pfalzgraff, Ed Sisson, Bill Raley, and Robert Jurca; City Manager Joe Kerby; City Attorney Mike Schottelkotte for the personnel matter, and Public Works Director Jim Hatheway, and Brad Rodenberg for the right-of-way discussion.

For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated.

The meeting was immediately adjourned.

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Mary Lynn Williams, Acting City Clerk

# The Abraham Connection Homeless Shelter

*Enhancing what's working, fixing what's broken, and creating what doesn't yet exist  
to offer a hand up, not a hand out, to the homeless and houseless of Delta County.*

970-773-8290 • P.O. Box 910 • Delta, CO 81416

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## About Us

*The Abraham Connection is a faith-based (but we do not proselytize) shelter that operates with 100% volunteer labor and is funded 100% by donations. A volunteer board of directors creates and implements policies and procedures for the shelter. An advisory committee, made up of community members who work with the homeless and houseless of Delta County on a daily basis, has just recently been created to advise the board.*

## What We Do

*The Abraham Connection offers temporary, emergency overnight shelter on a night-by-night, case-by-case basis from November 1 — April 30.*

*During the first season the shelter was open, six weeks between January-April 2010, the shelter supplied 71 bed nights and served an additional 14 meals. The vast majority of our guests listed Delta County addresses on our intake questionnaire; only two were transients. Around 30 volunteers, who live in Delta, Cedaredge, Hotchkiss and Paonia, put in more than 1,300 hours operating the shelter. Truly, we are Delta County residents helping Delta County residents!*

## Guest Services

*When a guest comes to the shelter, they go through an intake process, through which, among other things, they are evaluated for drug or alcohol use (which is not tolerated at the shelter), and physical and mental health. Guests are advised of the rules of the shelter and then asked to sign a copy of the rules. The board has implemented a disciplinary policy for repeated violations and disregard of the rules; guests face nights out of the shelter ranging from three days for minor offenses to three months for major offenses to being permanently banned from the shelter for serious violations.*

*An evening meal is served family-style, and all volunteers eat with the guests. Lights out is at 10 p.m.; guests have the option of reading, playing games or watching television until that time. Guests may not leave the shelter premises during their stay; if they do, they are asked to leave for the night. This is to ensure further that no alcohol or drug use takes place. Smoking is allowed in designated areas only under the supervision of shelter staff.*

*Wake-up is at 5 a.m., followed by breakfast. Guests must vacate the facility by 6 a.m. Shower passes, toiletries, towels and snack bags are given to guests as they leave, upon request. Guests are expected to help clean up after meals and keep the shelter neat and tidy.*

*Guests are welcome to come to the shelter as often as they need in one season. We do not turn anyone away, including those with criminal backgrounds. Guests are segregated by gender for sleeping arrangements; families are kept together.*

## How you can help

**The most pressing need of The Abraham  
Connection is volunteers!**

*Volunteers are needed to supervise shelter operations on a nightly basis in shifts; shifts run from 6 p.m. — midnight, and midnight — 6 a.m. Shifts are done in pairs, and a man and a woman must work a shift together (this is to ensure protection of our volunteers and also of our guests).*

*Our goal is to have volunteers who can commit to doing one or two shifts per month, but of course, volunteers are welcome to do a shift as often as they feel called.*

*Volunteers are also needed to provide nightly meals, breakfast items, snack bags (containing non-perishable snacks like trail mix, granola bars, individual bags of chips, etc., and a small drink). Volunteers who can wash laundry (bedding and towels) are needed as well.*

*If you are unable to help by volunteering, there are many opportunities to support the mission of The Abraham Connection! The board maintains a "wish list" of items needed to keep the shelter running; because this list changes depending on need, you are encouraged to call our shelter phone at 970-773-8290 to see what items we need at that time. Blankets, pillows, towels, shower passes and cash donations will always be needed! Prayers for this mission are appreciated.*



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360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

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## MEMO

To: Mayor and City Council  
From: Rod Myers, Fleet/Facilities Manager  
Date: July 1, 2011  
Subject: Performance Contracting

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Staff has been looking into the Performance Contracting program through the Governor's Energy Office to determine if there would be a benefit to the City of Delta through energy savings by doing facility upgrades geared toward energy efficiency.

Attached to this memo is the "Facility Owner's Memorandum of Understanding" with the Governor's Energy Office, along with the "Standards for Success for Energy Performance Contracting." Also included is a chart showing eleven of the City's facilities with their square footage and the cost per square foot to do a Technical Energy Audit for each facility. This cost would only be incurred if the City goes forward with the Technical Energy Audit. Dan Richardson with the Governor's Energy Office will be doing a presentation of the GEO program during the work session and will be available to answer any questions.

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**FACILITY OWNER'S MEMORANDUM OF  
UNDERSTANDING**

**FOR THE GOVERNOR'S ENERGY OFFICE ENERGY  
PERFORMANCE CONTRACTING PROGRAM**



**THE GOVERNOR'S ENERGY OFFICE**

**1580 Logan Street, Suite 100**

**Denver, CO 80203**

**PLEASE SIGN THREE (3) COPIES AND RETURN TO:**

**GOVERNOR'S ENERGY OFFICE**

**ATTN: SEAN MANDEL**

**1580 LOGAN ST, SUITE 100**

**DENVER, CO 80203**

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## FACILITY OWNER MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this \_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ in the year 2011 between the State of Colorado Governor's Energy Office,  
hereinafter called GEO, and , \_\_\_\_\_ hereinafter called the Facility Owner.

**WHEREAS**, GEO, through its Energy Performance Contracting Program, used a state-approved Request for Proposals (RFP) process to select Energy Service Companies (ESCOs) to provide as-needed energy performance contracting services; and

**WHEREAS**, GEO will maintain a list of pre-qualified ESCOs that are eligible for final selection by Colorado's state and local governments to provide performance contracting services.

**NOW, THEREFORE**, it is agreed that:

**1. Purpose of MOU.** The purpose of this MOU is to provide Facility Owner access to the services and support provided under the Colorado Governor's Energy Office Energy Performance Contracting Program to assist in the development and implementation of Energy Performance Contracting (EPC) projects and to encourage the Facility Owner to follow and adhere to the guidelines of the program.

**2. Term of MOU.** This MOU becomes effective on the date signed by the Facility Owner and shall terminate on \_\_\_\_\_ unless the Facility Owner elects to terminate it sooner.

**3. Consideration.** In consideration for the services rendered by the GEO under this MOU, the Facility Owner shall engage in a good faith effort to reduce its energy consumption through participation in the GEO EPC Program and follow and generally adhere to its guidelines, rules, and provisions.

**4. Responsibilities of Facility Owner.** The responsibilities of the Facility Owner include:

- a. Agree to program participation by executing a Facility Owner Memorandum of Understanding and engage the GEO EPC Program for assistance in project development
- b. Select an ESCO from GEO's current pre-qualified list, using a secondary selection process that fulfills Facility Owner's procurement policies.
- c. Assign members to the facility project team including operations, maintenance, financial and upper management personnel
- d. Ensure appropriate personnel attend project development meetings dependent upon the subject matter to be discussed
- e. Provide access and escort to buildings under reasonable conditions

- 
- f. Provide information as needed for the feasibility study, the Technical Energy Audit, and other project development activities
  - g. Work with ESCO to develop/refine project parameters
  - h. Review/approve ESCO proposals, designs, and reports
  - i. Ensure recommendations of the GEO EPC Program during reviews are addressed to the extent that such recommendations are reasonable
  - j. Make payments for ESCO services per contract terms
  - k. Make arrangements for project financing
  - l. Provide project management
  - m. Provide information as needed for measurement and verification activities.

**5. Responsibilities of GEO EPC Program.** The responsibilities of the GEO EPC Program include, but are not necessarily limited to:

- a. Actively promote the program and educate potential participants about the benefits and implementation of energy performance contracts.
- b. Work with Facility Owners to become program participants and to commit to a Facility Owner MOU
- c. Help Facility Owner procure services of an ESCO from the pre-qualified list
- d. Provide information on the website for currently pre-qualified ESCOs, as provided and updated by the ESCO, providing a link to the ESCO's website for more detailed information.
- e. Help Facility Owner develop and initiate a performance contracting project
- f. Facilitate the performance contracting process, to help ensure commitments are met by both the Facility Owner and the ESCO
- g. Provide technical guidance to the Facility Owner, attending on-site meetings between the Facility Owner and ESCO as needed
- h. Help develop the GEO EPC Program Standard Technical Energy Audit and Energy Performance contracts with facility owner amendments as needed, for each project
- i. Review audits, proposals, calculations, contracts, and measurement and verification reports
- j. Monitor project implementation
- k. Identify solutions to mediate any conflicts between Facility Owner and ESCO.

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6. THIS MOU IS NOT INTENDED TO CREATE, NOR WILL THIS MOU EVER BE CONSTRUED OR INTERPRETED AS CREATING, A BINDING AND LEGALLY ENFORCEABLE CONTRACT BETWEEN THE PARTIES. THERE WILL BE NO LEGAL OR EQUITABLE REMEDIES AVAILABLE TO EITHER PARTY IN THE EVENT EITHER PARTY FAILS TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU. THE SOLE REMEDY FOR THE FAILURE OF A PARTY TO FULLY COMPLY WITH THE PROVISIONS OF THIS MOU WILL BE TERMINATION OF THIS MOU.

7. **Signatures.** In witness thereof, the parties to this MOU, either personally or through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

**COLORADO GOVERNOR'S ENERGY OFFICE**

\_\_\_\_\_  
Thomas Plant, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joel Asrael, Program Manager

\_\_\_\_\_  
Date

**FACILITY OWNER**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

PLEASE SIGN AND DATE **THREE (3) COPIES** AND RETURN TO:  
GOVERNOR'S ENERGY OFFICE  
ATTN: SEAN MANDEL  
1580 LOGAN ST, SUITE 100  
DENVER, CO 80203

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## CONTACT INFO SHEET

**Please complete the following form and include with your MOU. This information is for GEO use only and will not be shared.**

### Primary Contact Info

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

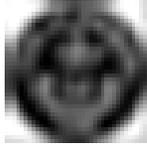
### Project Info

Type of facilities included in your project

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Have you selected an ESCO? Yes \_\_\_\_\_ No \_\_\_\_\_  
(ESCO)

**Please list any immediate needs you have related to your performance contract.**



To ensure successful Energy Performance Contracting programs for Colorado state and local governments, the Governor's Energy Office has developed these "Standards for Success" and associated free services to provide on-going guidance and support throughout the entire Performance Contracting process.

## **STEP 1 INTRODUCTORY STAGE**

**Make sure that performance contracting is right for you.**

Your first step is to consider how an energy performance contract would work for you. We look at your facility size and needs, your energy bills, and the potential for improvements.

***GEO will:** Conduct a telephone consultation to help you understand the energy performance contracting process and perform a screening to determine if you have a potential project; Analyze the feasibility of performance contracting for your facilities and prepare a recommendation.*

***You will:** Submit information about your facilities using GEO's Request for Facilities Information*

**Get the "Go" Decision**

***GEO will:** Give a presentation to the Board, Council, Commission, or decision-making group to explain the benefits of working with the GEO and using Energy Performance Contracting as a way to fund energy efficiency, alternative and renewable energy, and capital improvements.*

***You will:** Sign GEO Energy Performance Contracting Facility Owner's Memorandum of Understanding.*

## **STEP 2 ESCO SELECTION STAGE**

**Set the stage for your project**

***GEO will:** Meet with your staff as requested to educate your ESCO selection committee; Help establish a broad scope as well as specific requirements for your project and help communicate your needs and wishes to prospective ESCOs.*

**Competitively select (if required) your energy service company (ESCO)**

***GEO will:** Provide a complete list of GEO-approved ESCOs for your consideration and evaluation; Provide information and assistance so you can select the ESCOs you wish to interview.*

**Select the ESCO that's right for you.**

***GEO will:** Help evaluate ESCO responses and/or participate in ESCO interviews; Serve as an advisor throughout the selection process. (GEO will remain neutral and unbiased on ESCO selection and will not be a scoring member of the evaluation committee, but will answer questions and provide clarifications and point out possible differentiators.)*

***You will:** Select qualified ESCO.*

## **STEP 3 TECHNICAL ENERGY AUDIT STAGE**

**Before getting started, ensure you and your ESCO are "on the same page"**

***GEO will:** Meet with you and your ESCO to begin to develop the project so there is clear agreement on intent, ESCO's proposed service and GEO's ongoing involvement etc.*

**Use the GEO Technical Energy Audit and Project Proposal Contract to ensure an investment grade audit**

*GEO will: Provide a Colorado state-approved Technical Energy Audit & Project Proposal Contract; Assist in developing and negotiating final contract terms; Ensure that terms and expectations are incorporated in the contract.*

*You will: Enter into Technical Energy Audit and Project Proposal Contract with your ESCO.*

**Get ongoing independent reviews during the audit process**

*GEO will: Provide independent reviews of audit and ensure that the process set forth in the Audit Contract is followed accurately and that the technical, financial, and legal terms are fulfilled; Provide ongoing technical and contractual support throughout the audit phase; Review all energy and cost calculations for reasonableness; Provide ongoing support for finalization of ESCO's audit report.*

**Develop a quality monitoring and verification plan to establish how savings will be determined**

*GEO will: Review and help develop the monitoring and verification plan; Advise on your final acceptance of the Technical Energy Audit.*

**STEP 4 PERFORMANCE CONTRACTING STAGE****Use the GEO Energy Performance Contract.**

*GEO will: Provide a Colorado state-approved model Energy Performance Contract.*

**Get trained on the energy performance contract prior to signing.**

*GEO will: Meet with your team to review the overall contract.*

**Develop a contract that will stand the test of time**

*GEO will: Ensure the Performance Contract meets all terms set forth in the Audit and meets all technical, financial, and legal requirements of the state or local government; Assist you in negotiating a contract that meets your needs; Ensure thorough documentation to clearly address future "what-if" questions.*

**Develop a final measurement & verification plan**

*GEO will: Provide GEO's Measurement and Verification Guidelines that were co-developed with Colorado ESCOs; Assist in developing a mutually acceptable final savings Measurement and Verification plan and ensure it is incorporated into the Performance Contract.*

*You will: Sign GEO Energy Performance Contract.*

**ESCO will implement installation of all equipment**

*GEO will: Provide on-going support during the construction phase as necessary.*

**STEP 5 MONITORING & VERIFICATION STAGE****Get independent reviews of annual energy savings reports**

*GEO will: Provide annual independent review of energy savings reports.*

**Get ongoing trouble-shooting expertise**

*GEO will: Provide general technical and performance contracting expertise on an on-call basis when questions arise (GEO will not provide dispute resolution but can help assess if you have grounds for a dispute).*

*GEO offers free services on an as-needed, as-available basis to state and local governments. We share the same goal of seeing successful, comprehensive energy efficiency, alternative/renewable, and water efficiency improvements in your facilities. Follow these standards to help ensure success!*

## Partner Responsibility Checklist: When to Contact GEO

As a participant in the GEO Energy Performance Contracting program, partners are responsible for communicating with GEO at key points throughout the process. This input helps ensure that we deliver our services to you in a way that helps ensure a successful project for you. We'll help keep your project on track by providing the input of our unbiased experts at pivotal meetings, and for document and contract reviews. Contact your GEO Energy Performance Contracting representative.

Step	Partner Responsibility for Contacting GEO	Date Completed	Note
Step 1: Introduction	Sign and submit the <i>GEO's Facility Owner's Memorandum of Understanding</i> to enroll as a partner in the GEO Performance Contracting Program.		
Step 2: ESCO Selection	Use the <i>online list of GEO pre-approved ESCOs</i> to identify qualified ESCOs.		
	Use the <i>ESCO solicitation template</i> (if making a competitive selection).		
	Invite GEO to review draft ESCO solicitation prior to issue.		
	Invite GEO to review proposals from ESCOs prior to interviews.		
	Invite GEO to attend ESCO interviews.		
Step 3: Technical Energy Audit (TEA)	Use <i>TEA &amp; Project Proposal Contract</i> to develop contract with selected ESCO.		
	Invite GEO to review <i>TEA &amp; Project Proposal Contract</i> prior to signing.		
	Send copy of signed <i>TEA &amp; Project Proposal Contract</i> to GEO.		
	Invite GEO to audit kickoff meeting.		
	Invite GEO to preliminary audit review meeting.		
	Provide GEO with final draft TEA report for final review.		
	Send electronic copy of final audit to GEO.		
Step 4: Energy Performance Contract	Use <i>Energy Performance Contract</i> .		
	Use <i>Measurement &amp; Verification Guidelines</i> .		
	Use <i>Commissioning Guidelines</i> .		
	Invite GEO to review <i>Energy Performance Contract</i> prior to signing.		
	Send signed electronic <i>Energy Performance Contract</i> to GEO.		
	For any addendums or additional phases, invite GEO to review prior to signing.		
	Send signed additions to contract to GEO.		
Step 5: Monitoring & Verification	Invite GEO to review annual (or other interval) savings reports prior to accepting.		
	Send final savings report to GEO, annually (or other interval).		
Ongoing	Contact GEO for guidance at any point in the process.		

## REQUEST FOR PROPOSAL

### ENERGY PERFORMANCE CONTRACTING

#### GENERAL INFORMATION:

The \_\_\_\_\_ seeks qualified Energy Service Companies (ESCO) to provide Performance Contracting Services to the \_\_\_\_\_. To be eligible for consideration the ESCO must be pre-qualified and registered with the State of Colorado Governor's Energy Office Performance Contracting program. (GEO/EPC). Only GEO/EPC firms will be considered.

The \_\_\_\_\_ intends to follow the State Secondary ESCO Selection Process to award the performance contract.

The goal of the project is to evaluate Agency facilities for energy efficiency upgrades, provide a comprehensive energy audit, report and make recommendations for possible projects, assist and/or provide financing of the proposed energy projects, project management and implementation. Track both short term gains and long term results of projects performed.

The agency has some specific projects that we would like to be evaluated during the process to possibly include in the overall scope of the performance contract.

The agency anticipates the awarded ESCO will be a long term partner in the agency's Energy program. And as such the agency will be contracting for multi-year services subject to State of Colorado rules and regulations. The agency desires an aggressive energy saving program to result from the relationship.

#### DUE DATE:

Proposals are due no later than \_\_\_\_\_ and should be returned to the \_\_\_\_\_.

\_\_\_\_\_(Address). A minimum of three (3) copies shall be submitted. Proposals shall be submitted in writing and signed by the bidder or his duly authorized agent. Proposals shall be submitted in sealed envelopes, and marked on the outside with "**PROPOSAL: ENERGY PERFORMANCE CONTRACTING**", and with the bidder's name. Consider electronic submittals.

#### PRE-PROPOSAL CONFERENCE:

A pre-proposal conference and some facilities inspections will be held on **Date/time**. The pre-proposal conference will begin at the **place**. During the pre-proposal conference other facilities may be visited.

This pre-proposal conference is or is not mandatory. However, agency highly encourages interested firms to have representatives attend to familiarize them with the facilities, sub-systems, and current state of energy usage.

#### SELECTION:

After date, the agency's Performance Contracting Committee and the representative of the Governor's Energy Office will review the information submitted and schedule interviews with number firms. After the interview process the committee will make a recommendation to the ????? for award. The agency reserves the right to waive any formality or any informality in the process of awarding a proposal. The \_\_\_\_\_ reserves the right to accept any proposal, in whole or in part, and to reject any or all proposals if it be deemed in the best interest of the agency to do so.

#### AWARD:

After contract award, the agency and ESCO will negotiate and finalize the Technical Audit Agreement.

#### CONTACT:

Questions regarding this Request for Proposal should be directed to: Name, address, telephone, email, etc.

#### FACILITIES INFORMATION:

The agency plans to have number buildings reviewed under the program.

Note to agency. Append building and utility information. Following is one example.

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**SELECTION CRITERIA:**

The Energy Performance Contracting ESCO will be evaluated on their written information and the State of Colorado Secondary ESCO Selection Process Attachment C.

**1.0 MANAGEMENT APPROACH**

**1.1 Project Management and Coordination**

Show the organization chart (by name as available) for implementing and managing the proposed project, including the responsibilities of each individual shown and the lines of authority within the overall organization. Identify portions of the effort, if any, that are proposed to be subcontracted and provide the same information for subcontractor organization and personnel.

**1.2 Appropriate Market Sector Experience/Expertise**

Provide information that emphasizes ESCO's experience and expertise in a specific market sector.

**1.3 Project Personnel and Staffing**

**1.3.1 Qualifications and Experience of Personnel**

Identify each individual who will have primary responsibility for each task and phase of a project under the GEO/EPC. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, and other services.

Name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost shall be included.

Provide resumes for personnel proposed for work under the GEO/EPC. Resumes should be furnished in a clearly marked appendix to the company's response to this RFP.

**1.3.2 Added Qualifications and Experience**

Complete the table to describe individuals proposed for the project. Also include any added expertise and capability of staff available through other branch offices, subcontracts, etc., that you can provide back-up strengths.

Name	Title	Staff or Subcontractor	Potential Role	Academic/ Professional Qualifications	Level of Expertise	Base Location

*Potential role: technical analysis, engineering design, construction management, construction, training, post-construction measurement and verification, support, and other services.*

*Level of expertise: years in industry or other brief description*

*Base Location: Permanent office in Colorado; On assignment from other state; Out-of-state support.*

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## **2.0 Cost and pricing**

Responses to this section only will remain proprietary.

### **2.1 TEA Pricing**

GEO has determined the base cost of the TEA based on the location and square footage of the facility to be audited. This base price shall be used by all ESCOs submitting proposals. In the case where there are buildings outside of a typical scope of work (e.g. waste water treatment, baseball fields, pools, street lighting, etc.), the Agency has incorporated language about these facilities in this RFP as there will be additional costs associated with these buildings. The estimated additional costs for performing the TEA on these buildings should be provided by proposing ESCOs and finalized after ESCO selection has taken place.

### **2.2 Project Pricing**

Maximum percentages of project costs were established for ESCOs participating in the CEPCP. Below are the percentages proposed for this specific project that are equal to or less than the maximum rates, based on the size, scope and location of the specific project. All other guidelines presented in the initial RFP for presenting costing shall apply.

	Project Budget	Estimated Percents of Total Project Price*	Actual Percent of Total Project Price	Price/ Cost	How is range applied/final value derived
	<b>Base Construction Costs</b>				
	a Subcontractor Costs (Contractor Costs to ESCO)	N/A	N/A		N/A
	b Other Direct Purchases of Equipment, Material, Supplies (Supplier Costs to ESCO)	N/A	N/A		N/A
	c Design				
	d Project Management				
	e Permits				
	f Performance Bond				
	g Commissioning				
	h Training				
	i Construction Measurement and Verification				
sum (a:i)	j Sum Project Direct Costs				N/A
	k Overhead Percent				
	l Profit Percent				
Sum (j:l)	m PROJECT PRICE SUB TOTAL w/OH &P				N/A
	n Technical Energy Audit and Project Proposal	Base Cost to be determined by GEO	N/A		N/A
	o Contingency				
Sum (m:o)	p TOTAL PROJECT PRICE				N/A

NOTES: \* For GEO base agreement and RFP responses, a range is acceptable if justified.

### 2.3 Annual Costing

Provide a function of cost determination for Warranty, Measurement and Verification, and Maintenance below. Costs for this project are listed in the table below and shall not exceed the maximums established by each ESCo.

CATEGORY OF ANNUAL COST	How Price is Determined	Years Applied (One-time, Annual, etc.)
Warranty		
Measurement and Verification		
Maintenance		
Other:		

### 3.0 Best Value

Briefly describe how the company's approach to performance contracting delivers best value for the investment. The responding company shall also describe any utility rebates or other financial incentives or grants it can potentially provide and/or facilitate.

#### SPECIAL PROJECT REVIEWS:

The \_\_\_\_\_ has several specific projects that the agency would like to have included in the overall engineering review in addition to the firms proposed projects. These are as follows:

The projects above are some the agency would like to have studied and cost benefit analysis done. This does not limit the ESCO from suggesting other energy savings projects in the normal course of the contract.

**Exhibit C – Technical Energy Audit & Project Proposal Contract -  
Buildings Included in Scope of Work**

Customer Name: City of Delta

The following tables lists the buildings included in the Technical Energy Audit (TEA) Scope of Work.

#	Facility Name	Area SF		\$/sqft	Total \$
1	Cemetary	16,900	Water audit and well evaluation	\$ 0.10	\$ 1,690.00
2	City Hall	11,390	Facility	\$ 0.20	\$ 2,278.00
3	Fleet Repair Shop	4,928	Facility	\$ 0.20	\$ 985.60
4	Library	12,740	Facility	\$ 0.22	\$ 2,802.80
5	Museum	4,617	Facility	\$ 0.20	\$ 923.40
6	Police Dept	5,234	Facility	\$ 0.20	\$ 1,046.80
7	Rec Center	47,685	Rec Center audit	\$ 0.30	\$ 14,305.50
8	Sewer Plant	9,955	Sewer plant study	\$ 0.50	\$ 4,977.50
9	Senior Center	5,430	Facility	\$ 0.20	\$ 1,086.00
10	ML&P	5,639	Facility	\$ 0.20	\$ 1,127.80
11	Devil's Thumb Golf Club	3,930	Water audit and well evaluation	\$ 0.50	\$ 1,965.00
	<b>TOTALS</b>	<b>128,448</b>			<b>\$ 33,188.40</b>

**TOTAL COST OF TEA: \$33,188.40**



Paul Suppes  
Parks Director  
874-7973

# Memo

To: Mayor and Council  
From: Paul Suppes Parks Director   
Date: 6-30-11  
Subject: Change in Cemetery Regs.

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## Recommendation

It is recommended that the Council approve the changes in the City of Delta's cemetery regulations.

## Background

The City Manager and Myself received a complaint about the Cemetery's Regs. And after careful reading, We came to the realization that they needed addressed. And make them more Family friendly. So here are a few of the changes, Red lettering is added words or wording and the Black Bold lettering are words deleted. (See attached 2 pages.) The majority of the Regs. will not be changed. It is limited to a very few of the sections.

## Costs

The only cost to the City is for the additional signage for no dogs allowed.

## Actions To Be Taken If Approved

The regulations if approved will be put into practice as soon as possible. We will be placing the restrictions of Dogs in the paper and will post on the entries of the Cemetery.

## Suggested Motion

I move that the Council accept the regulation changes as approved by Council.

**Bold removed!**

Red added!

### Cemetery Regulations

#### 4.1.7 Landscaping and Maintenance.

##### a. City Control.

**(No)** Lots may be improved, maintained or decorated by any person **(but the City)** of vested interest except as allowed in this section.

##### b. Flat Marker section.

No permanent plantings or other items shall be placed within the flat marker section of the cemetery. Otherwise, the limits of subsection (d) below shall apply

##### c. No change.

##### d. Remainder of Cemetery

1. Permanent vases are allowed if mounted in cement with a minimum of three inches border flush to the ground and located within six inches of the monuments base, or if constructed as an integral part of an authorized monument.

2. Flowers artificial **(flowers)** or real may be kept in permanent vases as described in 4.1.7(d) (1). If placed on the grave or lying on the stone, they will be removed when faded or discolored. **(No)** Flowers are to be stuck around the stones. **(as they impede summer mowing operations.)** Flowers will be allowed on the ground or on the stones five days prior to Memorial Day, and up to five days after Memorial Day, after which they will be placed around the stone or marker **(removed if not in a permanent vase or around the stone)**. Glass vases of any type are not permitted.  
(Resolution #22, 2001)

3. Sprays and wreaths will be allowed, **(if they are made from fresh cut flowers.)** when flowers are discolored and old, they will be picked up and disposed of. Glass vases again are not permitted. ( Resolution #22, 2001)

4. Christmas blankets and wreaths are allowed from December 1 to March 1, at which time they will be removed. Nails, steel spikes and bare wire are not to be left in the cemetery. ( Resolution # 22, 2001)

5. (Repealed- Resolution # 22, 2001)

6. No boxes, shells, stones, boulders, **(toys)**, glass ornaments, chairs, settees, non-permanent vases, glasses, urns, fences, wood, nails, spikes, wire **(or other articles)** are permitted.

(Resolution #22, 2001)

**(4.1.8 unchanged)**

4.1.8 The City shall have the right to remove any and all items, decorations, flowers or plantings allowed by this section at such time and for such reasons as it deems appropriate in its sole discretion. City shall have no Liability for damage to any such items , vases or decorations. The City may remove any unauthorized items without liability at its discretion.

**4.1.11 Access to Cemetery.**

- a. The Cemetery shall be open to persons **(only)** on cemetery-related business, walking and or in peaceful contemplation, and shall not be available for use for any other purpose. Other uses must have written permission from Parks Director.
- b. The City of Delta Cemetery shall be off limits to all dogs (except for service dogs). Persons wishing to walk their animals may do so at other City Parks as long as they are leashed. Animals caught at large at the Cemetery may be impounded and or the owner may be cited.

**4.1.14 City's Liability.**

The City shall have no liability for any loss or damage to any marker, monument or headstone except to the extent caused by the negligence of the City or of its employees. The City may pay 50% of the cost of repair or replacement of headstones up to a maximum of ~~(\$500)~~\$1,500 in those cases where the cause of the damage cannot be determined, but conceivably could be due to negligence of the City or its employees.



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360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

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## MEMO

To: Mayor and Council  
From: Steve Glammeyer, Utilities Director  
Date: June 29, 2011  
Subject: Renewable Energy Policy allowing for Net Metering

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### Recommendation

It is recommended that the Council adopt the attached renewable energy policy allowing for net metering.

### Background

Staff has begun to see an increase in the number of small individual renewable energy installations on both residential and commercial facilities in the last few years. In order to properly account for these installations and regulate safety to our system and personnel, staff has prepared the following policy for Council to consider. Staff researched similar policies from around the state and consulted the State statute on the matter in preparation of the policy. One component common in policies around the state is to “credit” excess energy generated back onto the City’s distribution system. Staff feels this is a good way to recognize an individual’s commitment to “green power”. Credits will be made to the customer’s bill for that amount of energy generated above the monthly usage. Credits are calculated at the City’s avoided cost rate (wholesale cost less the cost of transmission and distribution) and credited on the amount of kwh generated. Credits are carried over month to month and applied to the subsequent month’s bill. Any excess credits on the account at the time of disconnection from utility service are forfeited to the City.

### Cost

There is no cost to the City. Credits are applied to the customer’s bill each month as explained above.

### Action to be Taken if Approved

Staff will implement the policy as new projects are installed.

### Suggested Motion

I move the City adopt the City of Delta Renewable Energy Policy allowing for Net Metering.

## City of Delta Renewable Energy Policy-Net Metering

**1. Applicable General Requirements.** Before connecting any type of equipment that generates electricity on his, her or its side of an electric utility meter, a consumer of electricity who is connected to the City's electricity supply system (hereinafter referred to as "the Customer" or "Customer-Generator") must submit a complete form of City of Delta Agreement for Interconnection and Parallel Operation of Small Customer-Generation System ("the Agreement"). This requirement shall not apply to private emergency generation and off-grid renewable systems which are defined to be any form of electricity generation that does not connect to the City's electric system and has adequate transfer switch that conforms to the National Electric Code.

The form of the Agreement referenced above shall be furnished by the City, completed by the Customer, and submitted to the City Utilities Department for review. If the Agreement is accepted upon such review, the Customer will be so notified and may thereafter construct the desired private generation system ("CG System"), but may not connect the same to the City electric system until the Customer has subsequently received a final written authorization to connect. It shall be the Customer's obligation to furnish the City with a written request for authorization to connect a CG system to the City system whenever the Customer is ready to complete the connection. The City may thereafter perform its own inspection to determine the Customer's compliance with all aspects of the Agreement and will endeavour to respond to the Customer's written request for final authorization to connect within 30 days after receipt of the same. If, the request is denied, the City will provide to the Customer a written explanation of any reasons or deficiencies supporting its denial.

Connection to the City electric system of any CG System that does not fully comply with the requirements of this policy or with terms of the Agreement will result in discontinuance of City electric service.

**2. Monthly Excess Generation.** If a Customer-Generator generates electricity in excess of monthly consumption of electricity supplied and billed by the City, all such excess electrical energy, expressed in kilowatt-hours, shall be carried forward from month to month and credited at a ratio of one to one against said Customer-Generator's actual electrical energy consumption, expressed in kilowatt-hours, in subsequent months. Any excess electricity generation credit on the Customer-Generator's account at the time of his/her/its termination of electric utility service from the City shall be forfeited and shall not be compensable by the City in any manner.

**3. Maximum Limits.** The following maximum limits will apply, without exceptions, to the monthly excess generation provisions of this policy:

A. Residential Customer-Generators may generate electricity subject to this net metering policy up to 10 kilowatts.

B. Commercial or industrial Customer-Generators may generate electricity subject to this net metering policy up to 25 kilowatts.

**CITY OF DELTA AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION  
OF CUSTOMER GENERATION SYSTEM**

This Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Delta, Colorado (“the City”) and \_\_\_\_\_, \_\_\_\_\_ (“the Customer”).

	<b>CUSTOMER INFORMATION</b>	<b>SYSTEM INSTALLER INFO</b> Recommended: State Licensed Electrician
NAME		
ADDRESS		
PHONE NUMBER		
UTILITY ACCT#		

In consideration of the mutual covenants set forth herein, the parties agree as follows:

**Scope and Purpose of Agreement**

This Agreement describes the conditions under which the City of Delta and the Customer agree that the Customer Renewable Generation system described in Exhibit A (“CG System”) may be interconnected to and operated in parallel with the City’s electric distribution system. The following exhibits are incorporated and made a part of this Agreement:

- Exhibit A: Description of Customer’s CG System
  - Manufacturer’s data and specifications for all equipment (must be UL listed) including test ports, voltages, wire size
  - A wiring diagram detailing all connections to your service and proposed location of equipment on structure.
  - A brief statement outlining the operation of the equipment
  - Manufacturer maintenance schedule, warranty and expected life of equipment
  - A phone number for technical questions for installation
  - Installation of cost and payback analysis.

**Term and Termination**

- The term of this Agreement begins on the date first set forth above (regardless of the date that the Customer is authorized to connect the CG System pursuant to Section 6 below) and continues until terminated by either party pursuant to the provisions of this Agreement.
- Either party may terminate this Agreement at any time by providing 30 days written notice to the other party.
- The City of Delta may terminate this Agreement at any time for violation of this Agreement or its related policies upon written notice to the Customer.
- This Agreement will extend to any new owner(s) upon the sale of the Customer’s premises.

- At the time of termination of this Agreement for any reason, the City of Delta may perform lock out procedures to disconnect the Customer's CG System from the City's electric system.

### **Summary and Description of Customer's CG System to be Included in Exhibit A**

The Customer's CG System is a self-contained electric generation system including any direct current disconnect apparatus, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The CG System begins and continues upstream towards the distributed generation from the over-current protective device on the Customer's premises. However, the meter socket and related electrical connects are part of the CG System and are the responsibility of the Customer (i.e., all equipment from the main disconnect except the meter is Customer equipment).

- Capacity of the CG System may not exceed 10 kW for residential and 25kW for commercial.
- The rated capacity of the CG System is \_\_\_\_\_ kW.
- The expected date of initial operation of the CG System is \_\_\_\_\_.

### **Installation and Permitting**

- The Customer and the CG System must comply with all applicable provisions of the current National Electric Code (NEC), UL and IEEE requirements, including, but not limited to: UL 1741 – Inverters, Converters, and Controllers for Use in Independent Power Systems; IEEE Standard 1547
- The Customer, or the Customer's contractor, must construct the CG System as specified in Exhibit A.
- The Customer shall bear all expenses for any additional equipment required to connect the CG System to the City's electric system, including the new meter.
- The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the CG System and obtain and maintain any government authorizations or permits required for the operation of the CG System. The Customer must reimburse the City of Delta for any and all losses, damages, claims, penalties, or liability the City of Delta incurs as a result of the Customer's failure to obtain or to maintain any governmental authorizations and permits required for construction and operation of the Customer's CG System.

### **Warranty is Neither Expressed nor Implied**

The City's inspection and approval, if any, of the CG System is solely for the City's benefit and does not constitute a warranty, express or implied, to either the Customer or any third party regarding the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer, or leased by the Customer from third parties, including without limitation the CG System and any structures, wires, appliances, or devices appurtenant thereto.

## **Indemnity and Liability**

- The Customer releases and agrees to indemnify, defend, and hold harmless the City, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person, or loss of or damage to any property, arising, in any manner, from the Customer's activities, actions, omissions, or equipment failures under this Agreement.
- Nothing in this Agreement shall be construed as a waiver by the City of Delta of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City of Delta under common law or under the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S.

## **Location of CG System**

The CG System will be installed at the Customer's premises located at \_\_\_\_\_ in the physical location specified or depicted in the attached Exhibit A. The Customer shall not relocate and connect the CG System on other premises or at any other physical location without the City's prior written consent, and if given, this Agreement shall be deemed amended to allow for connection at the alternate location. In the event that such consent is given, any relocation and installation of the CG System will be at the Customer's sole expense.

## **Metering**

The City of Delta will install, at the Customer's expense, a metering system at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes in order to meter the generation and usage in and out. This system will be suited for the selected electrical rate class chosen by the customer.

## **Billing**

Billing will be done in accordance with and subject to the City's current net-metering policy.

## **Access to Premises**

The City of Delta shall have access to the Customer's property during normal business hours to conduct any investigation or inspection of the Customer's CG System and connection to the City's electric distribution system. In case of an emergency, the City shall have access to the Customer's property at any time for inspection or investigation of Customer's CG System and/or the City's electric distribution system.

## **Maintenance of Equipment; Safety**

The Customer, at the Customer's sole cost and expense, will install, operate, and maintain the CG System, including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes, and regulations, including, but not limited to, those contained in Section 3 above. The Customer must retain all records for such maintenance. These records must be available to the City of Delta for inspection at all reasonable times.

### **Interruption or Reduction of Deliveries; Disconnect**

The City of Delta may require the Customer to interrupt or reduce deliveries: (1) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the City's equipment or part of its electric system; or (2) if the City of Delta determined that curtailment, interruption, or reduction is necessary because of emergencies or compliance with good electrical practices as determined by the City of Delta. To the extent reasonably practicable, the City of Delta shall give the Customer notice of possible interruption or reduction of delivered.

Notwithstanding any other provision of this Agreement, if at any time the City of Delta determines that the Customer's CG System may endanger City of Delta personnel, or that the continued operation of the Customer's CGS system may endanger the integrity of the City's electrical system, the City of Delta shall have the right to disconnect the Customer's CG System from the City's electrical system. The Customer's CG System shall remain disconnected until such time as the City of Delta is satisfied that the condition(s) that caused the problems have been corrected.

### **Force Majeure**

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

### **Compliance with Ordinances and Regulations**

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City of Delta laws, rules, statutes, charter provisions, ordinances and policies.

### **Miscellaneous**

- The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.
- This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings, and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties.

**Acknowledgements Regarding Agreement**

By signing below, the Customer acknowledges understanding of the terms of this Agreement and that the Customer may not connect the CG System to the City's electric system until the City has provided final written authorization for such connection. Unauthorized connections will result in termination of City electric service to the Customer's premises.

In witness whereof, the parties have executed this Agreement as of the date first above written.

City of Delta, Colorado

By: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

By: \_\_\_\_\_  
Print Name, and also title if applicable:

**Exhibit A**

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation  
Resources between the City of Delta and \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_\_.

<Insert description of CG System>

**Exhibit B**

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources  
between the City of Delta and \_\_\_\_\_ dated  
\_\_\_\_\_, 20\_\_.

**Section A:**

**Authorization**

The CG System may be connected to the City of Delta electric system The CG System has been inspected and tested and the Customer is authorized to connect the CG System to the City of Delta electric system.

Signed by:

Printed Name \_\_\_\_\_

Printed Title: \_\_\_\_\_

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



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360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

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**LIQUOR LICENSE RENEWAL RECOMMENDATION**

To: City Council

Re: Application of Delta El Sapatio Inc  
DBA: El Sapatio

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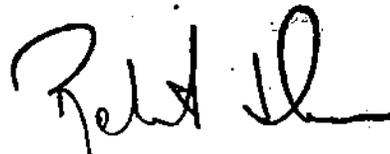
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

**No liquor violations in the past twelve months.**

Remarks:

Police Department recommendation:

**Recommend liquor license renewal.**



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Robert Thomas, Chief of Police

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

License Number 12-77930-0000	License Type 1970
Liability Information 18 011 721110 C 082008	
Business Location 353 MAIN ST DELTA CO	
Current License Expires AUG 19, 2011	
<b>DEPARTMENTAL USE ONLY</b>	
Total Amount Due	
Total Paid \$	Date



DELTA EL TAPATIO INC  
 EL TAPATIO  
 353 MAIN ST  
 DELTA CO 81416-1815

- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application.** If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.



OATH OF APPLICANT		
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.		
Authorized Signature <i>[Signature]</i>	Date 06-15-11	Business Phone 970-874-4100
Title CORP PRESIDENT	Sales Tax Number 12-77930	
REPORT AND 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 12, Articles 46 and 47, C.R.S. <b>THEREFORE THIS APPLICATION IS APPROVED.</b>		
Local Licensing Authority for		Date
Signature	Title	Attest

DO NOT DETACH ..... DO NOT DETACH ..... DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

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 of Revenue may collect the payment amount directly from your banking account electronically.

Business Name	LICENSE NUMBER (Use for all reference)		PERIOD
EL TAPATIO	12-77930-0000		08-12
TYPE OF LICENSE ISSUED	CASH FUND	STATE FEE	
HOTEL AND RESTAURANT LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS	2320-100(999) \$ 50.00	1970-750(999) \$ 25.00	CITY 85% OAP 2180-100(999) \$ 425.00

SUB-TOTAL \$ 500.00

ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999) \$ \_\_\_\_\_  
 TOTAL AMOUNT DUE \$ 500.00

## ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

This page must be completed and attached to your signed renewal application form.  
 Failure to include this page with the application may result in your license not being renewed.

Trade Name of Establishment <b>DELTA EL TAPADO INC</b>		State License Number <b>12-77930</b>	
1. Operating Manager <b>FRANCISCO ESPINOZA</b>		Home Address <b>3658 RIDGE DR. GRAND JUNCTION, CO 81506</b>	
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: _____ If rented, expiration date of lease: _____			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions.</b>			
Since the date of filing of the last annual license application:			
(a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and file your Local Licensing Authority immediately.			
<b>8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships:</b>			
<b>EVIDENCE OF LAWFUL PRESENCE</b>			
Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.			
In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):			
<input checked="" type="checkbox"/> I am a United States Citizen			
<input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States			
<input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law			
<input type="checkbox"/> I am a foreign national not physically present in the United States			
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.			
Signature 		Printed name <b>FRANCISCO ESPINOZA</b>	
		Date <b>06-15-11</b>	



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360 Main St. • Delta, Colorado 81416 • Phone (970) 874-7566 • Fax (970) 874-8776

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**LIQUOR LICENSE RENEWAL RECOMMENDATION**

To: City Council

Re: Application of  
DBA:

City Market

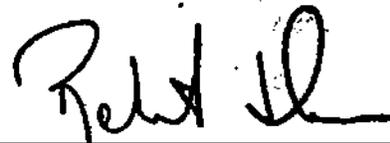
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

No liquor violations in the past twelve months.

Remarks:

Police Department recommendation:

Recommend liquor license renewal.



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Robert Thomas, Chief of Police



## ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.  
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment <i>City Market # 404</i>		State License Number <i>01-10779-0123</i>
1. Operating Manager <i>Ed Abila</i>	Home Address <i>5869 Sawmill Mesa Rd. Delta, CO. 81416</i>	
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <u><i>OWN</i></u> If rented, expiration date of lease: _____	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7. <b>Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions.</b> Since the date of filing of the last annual license application: (a) Are there, or have there been; any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license? (b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license? (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
8. <b>Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships:</b>  <b style="text-align: center;">EVIDENCE OF LAWFUL PRESENCE</b> Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.  In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):  <input type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States  I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Signature	Printed name	Date

Attachment to DR8401 for King Soopers or City Market 3.2% beer license renewal.

Question 6.

Dillon Companies, Inc., a Kansas Corporation, also holds 3.2% beer licenses for the following stores located in Colorado:

King Soopers, City Market, Mini Mart, Inc & Loaf 'N Jug