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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 17, 2012  
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Policy and Procedures Manual (Karsten)**
- F. Approval of Permit for Fireworks Show on July 28<sup>th</sup>, 2012 (Nelson)**
- G. Public Hearing: Special Events Permit Application; (Nelson)  
Delta County Memorial Hospital Foundation**
- H. Retail Liquor Store License Renewal; Spirits, Inc. DBA Moonshine Liquors (Nelson)**
- I. Sign for Devil's Thumb Golf Club (Sanders)**
- J. Wastewater Treatment Plant Aeration System and Digest Cover Construction (Glammeyer)**
- K. Council Bill #14, 2012; First Reading (Walker)  
Sign Code Regulations**
- L. Council Bill #15, 2012; First Reading (Walker)  
Cluster Development, Planned Unit and Zero Lot Line Developments**
- M. Council Bill #16, 2012; First Reading (Walker)  
Burning Restrictions**
- N. 2012 Concrete Replacement Project (Hatheway)**
- O. Exchange Agreement and Rail Relocation Agreement with Union Pacific (Hatheway)**
- P. City Attorney Comments**
- Q. City Manager Comments**
- R. Councilmember Comments**

## **EXECUTIVE SESSION**

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e); or more specifically for discussions regarding Confluence Drive.

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, Mary Cooper, and Ray Penick along with Interim City Manager Glen Black 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 Jurca and seconded by Councilmember Raley to approve the minutes of June 18, 2012 as submitted by the Clerk. All in favor, motion carried.

**Citizen Comments**

There were none.

**Wellness Pool Design Contract**

Culture and Recreation Director Wilma Erven stated that this contract is to continue with Barker Rinker Seacat Architecture for the design of the wellness pool at the recreation center. She explained that during the plastering project of the pools, the contractor brought to staff's attention that the current therapy pool had several leaks in the floor area and the lining for piping of the jets was extremely decayed. At that time, staff had American Leak Detection come and camera the jets and the pool. They confirmed that the therapy pool was operating several years past its commercial life, normal commercial life is 5 to 7 years and with excellent care can be stretched to 7 to 10 years. The current therapy pool is 20 years old.

Ms. Erven reported that while the architects were designing the installation of the Pool Pak unit that was recently replaced, Council approved a systemic design for a future wellness pool area, so the adequate size HVAC unit would be installed to accommodate any future expansion of the pool. A wellness pool was designed in the overall Master Plan with further pool amenities. Due to the cost of the pool expansion as a whole, staff felt the true need was just for the wellness pool area. Now with the immediate need for the therapy pool, staff is recommending doing the design just for the wellness pool.

Ms. Erven also reported Barker Rinker Seacat Architecture was the firm that was awarded the bid for the recreation center's master plan. Due to their having all of the preliminary design, mechanical and electrical information, which will be a cost savings, staff would like to recommend that the City contract with them to proceed with the design development stage of a wellness pool area, so that staff can work with City Council on looking at budgeting to replace the therapy pool in 2013. The cost for the design development stage would not exceed \$47,600. Staff estimated the cost during the budget process at \$46,000 and it is in the 2012

**Regular Meeting, Delta City Council, July 3, 2012 (Cont.)**

**Wellness Pool Design Contract (cont.)**

budget. The remaining \$1600 would be acquired from the budget remaining from the pool plaster project.

Mayor Sisson stated he saw the damage to the therapy pool and it needs to be fixed.

Councilmember Cooper questioned if staff has an idea on what the total cost would be for the wellness pool.

Ms. Erven reported that during the master plan the therapy pool alone would cost \$2.5 million. She believes that they can get it under \$2 million.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to award the design development contract for the wellness pool area expansion of the recreation center to Barker Rinker Seacat Architecture for the amount to not exceed \$47,600 and authorized the City Manager to sign the contract.

**Resolution #7, 2012; Mineral Rights of Condemned Properties**

Resolution #7, 2012

A RESOLUTION OF THE CITY OF DELTA TO ACQUIRE OIL,  
GAS AND MINERAL RIGHTS IN THE REAL PROPERTY BEING  
ACQUIRED THROUGH CONDEMNATION PROCEEDINGS FOR  
THE CITY'S CONFLUENCE DRIVE PROJECT

was read by the Clerk.

City Attorney Michael Schottelkotte stated that this resolution is for subsurface support. He believes the railroad may require it.

It was moved by Councilmember Penick and seconded by Councilmember Raley to adopt Resolution #7, 2012. Roll call vote: Councilmembers Cooper, aye; Jurca, aye, Raley, aye; Penick, aye and Sisson, aye. Motion carried.

**Hotel/Restaurant Liquor License Renewal; Delta El Tapatio**

The Clerk explained that Delta El Tapatio has submitted their hotel and restaurant liquor license renewal application. The application is complete and all fees have been paid. The Delta Police Department is recommending renewal.

It was moved by Councilmember Jurca and seconded by Councilmember Cooper to approve the Hotel/Restaurant Liquor License renewal for Delta El Tapatio dba El Tapatio. All in favor, motion carried.

**City Attorney Comments**

There were none.

## **Regular Meeting, Delta City Council, July 3, 2012 (Cont.)**

### **City Manager Comments**

Interim City Manager Glen Black reported on the following items:

- 1<sup>st</sup> Saturday Market is scheduled for July 7<sup>th</sup>. Staff will be dedicating the Fairlamb Plaza at 10:00am.
- Fred Rainquet has received 68 applications for the City Manager position. He proposed a special meeting for July 17<sup>th</sup> at 5:30pm to go over the applications.

### **Councilmember Comments**

Councilmember Cooper stated she attended a Project 7 meeting and water usage is up by 137%.

Councilmember Raley attended a Region 10 meeting. He stated there is a lot of information given so in the future he will bring the minutes and agendas for Council to take a look at.

Councilmember Penick addressed a concern from a citizen regarding dead trees throughout the City. He provided the City Manager a list of the trees they mentioned. He also stated that the Citizen's Financial Task Force is still meeting and they need all the input they can get. They are diligently looking for ways for the City to receive more funding.

Mayor Sisson commented on the CML conference he attended as well as the Hartland Diversion Dam dedication. He also stated that Senator Bennett is working on a compact with the farmers and workers to try to figure how to get the workers here without going through so much red tape.

### **Executive Session**

It was moved by Councilmember Cooper and seconded by Councilmember Jurca to convene an Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e); or more specifically for discussions regarding Confluence Drive. All in favor, motion carried.

At 7:24 p.m., Mayor Sisson recessed the Regular Meeting and convened the Executive Session.

At 7:48 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Councilmembers Robert Jurca, Bill Raley, Ray Penick and Mary Cooper; along with Interim City Manager Glen Black and City Attorney Michael Schottelkotte. 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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Jolene E. Nelson, City Clerk



## MEMO

To: Mayor and Council  
From: HR Director  
Date: July 2012  
Subject: Policies and Procedures Manual

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### **RECOMMENDATION**

The attached document includes City wide policies and/or procedures that are currently in practice and in an effort to be consistent with all departments, we are requesting these policies and procedures be placed into a manual. This will allow all departments to have in their possession current information to allow day to day functions to be carried out consistently.

### **BACKGROUND**

Compiling these policies and procedures will be an asset to all departments and their personnel, because over the past years a question will be raised what is the City's policy or procedure in regards to a particular situation. This will ensure that the proper directives will be consistent through out all departments. The manual has been reviewed by Staff and the City Attorney.

### **COST**

There is no cost to the City

### **ACTIONS TO BE TAKEN IF APPROVED**

Staff is seeking City Council approval of authorizing the Interim City Manager to implement this manual of policies and procedures.

### **SUGGESTED MOTION**

I move to allow the Interim City Manager to implement the City of Delta Policies and Procedures Manual.

**CITY OF DELTA**

**POLICIES AND PROCEDURES**

**MANUAL**

**ADOPTED 07/2012**

City of Delta

Policies and Procedures Manual

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City of Delta

Policies and Procedures Manual

Cellular Phone Policy

This policy will apply to those City employees required by his or her position with the City to be available by cell phone. The City Manager or Department Head will determine which positions within their department are required to be available by cell phone and which of the cellular phone options shown below is appropriate. The basic criteria for establishing the need for a cell phone for City business include, but are not limited to:

- Need for 24/7 emergency communication.
- Large amounts of time spent away from the office during the work day.
- A need for others to be in regular communication with the individual when they do not have access to a land-line.
- Personal safety concerns for individuals while traveling, working evening hours, working in isolated areas, or working in high crime or dangerous areas.
- A need to contact an individual after normal business hours on a regular basis.

In order to be in compliance with IRS regulations, the City will offer two options to employees required to be available by cell phone.

Option I – Cellular Phone Allowance (Stipend)

Employees required to carry a cell phone shall receive a monthly allowance through payroll to be applied to the employee's personal cellular telephone service. The allowance is included in the employee's taxable income. The amount of the allowance will vary depending on the number of cellular minutes and data usage required to perform his/her job duties. The intent of the allowance program is not to pay for the employee's entire phone plan, but to offset the expense of any City business communicated on the employee's personal cell phone. The City Manager or Department Head determines which of the following categories of monthly utilization and allowance each employee fits into:

- Occasional use less than 50 minutes - \$10.00 – increased to \$13.33 to cover taxes
- Over 50 minutes up to 100 minutes - \$20.00 – increased to \$26.66 to cover taxes
- Over 100 minutes up to 450 minutes - \$40.00 – increased to \$53.32 to cover taxes
- Over 450 minutes - \$60.00 – increased to \$79.98 to cover taxes

Employees whose positions require “smart phone” capabilities and must purchase data packages for email as approved by the City Manager or Department Head will be given an additional monthly allowance of:

- Data package required - \$30.00 – increased to \$39.99 to cover taxes

The phone service is the responsibility of the employee and all contract conditions and stipulations, including timely payment of monthly statements, are the responsibility of the employee. Personal calls, texts, or data usage are discouraged during work hours as with any personal business. Changes in cell

phone usage, or cancellation of the cell phone plan, must be reported to City Manager or Department Head immediately. The City reserves the rights to request proof of cell phone service for any employee receiving the cell phone stipend.

All equipment, phones and accessories, are the responsibility of the employee. The City will reimburse the employee for one half (½) the purchase cost of the cell phone up to a maximum amount of \$100.00. Once every two years, upon prior approval of the City Manager, the City may contribute one half (½) the purchase price of a new replacement cell phone up to a maximum of \$100.00. Lost, damaged, stolen or any other phone problems are the responsibility of the employee. The City encourages employees to consider phone insurance if the loss, damage or theft of the phone will be a hardship for the employee.

#### Option 2 – City Provided Cellular Phone

This option is intended for the employee who will use the phone exclusively for City business, and for shared departmental phones, or other uniquely assigned phones. The following applies to the cell phones provided by the City:

- Cell phones will not be used for personal calls.
- Employees may use the cellular telephone if on travel status to call home for ten (10) minutes a day or less.
- No long distance calls or other calls such as directory assistance which incur charges will be made by the employee.
- Unless authorized and utilizing an appropriate plan, texting and data use on City provided phones is prohibited.
- Employees are prohibited from calling any inappropriate telephone numbers, either long or local distance at any time with a City cell phone.
- Employees are expected to turn off cellular telephone or set to silent or vibrate mode during meetings, conferences and in other locations where incoming calls may disrupt normal workflow.

Monthly cellular phone bills shall be audited by the department head, with periodic auditing by accounting, to ensure business use only. Phones will be eligible for City billing and payment. Phones are City property and will be returned upon request or termination of employment.

#### Cellular Phone Use Guidelines

The following provisions apply to all cell phone use:

- Employees are urged to use the most economic and efficient communications means available in their daily activities and to use cell phones only when other communication options such as landline, radios and e-mail are not practical.
- Applicable Colorado State Statutes, as revised.
- The purchase of additional equipment requires Department Head approval before purchasing. At no time, may employees change plans or carriers on City cellular telephones assigned to them.

Employees are required to follow this policy and if abuse of this policy does occur, the employee may be subject to disciplinary action, up to and including, but not limited to termination of employment.

Adopted 12/2010

City of Delta

Policies and Procedures Manual

Contract and Purchasing Regulations

General Provisions

A. These provisions shall apply in accordance with their terms unless otherwise authorized by the City Council.

B. In an emergency, the City Manager may authorize deviations from these regulations. The Manager shall report the circumstances to the Council thereafter. Such deviations shall be consistent with the City Charter.

C. The City Manager, as purchasing agent, shall be responsible for implementation of these regulations. The Manager shall establish supplementary regulations and policies to implement these regulations and to establish a system for central purchasing, inventories, contracting and related accounting.

Contract Approval

A. All contracts which involve a consideration to be paid by the City of more than \$20,000 or which require consideration to be provided by the City in a fiscal year for which an appropriation has not been made shall require the approval of the City Council.

B. Contracts for lease or sale of City owned real property or of water rights shall require Council approval.

C. The City Manager may approve contracts, sales and purchases which are not required to be approved by the Council pursuant to Paragraphs, A, B and C in accordance with these regulations. The City Manager may refer, however, any contract to the Council for approval as deemed appropriate.

D. Any contract involving an expenditure in a year for which an appropriation ordinance has been adopted shall be referred to the Finance Director for a determination that adequate funds and appropriations are available.

Bid Requirements

A. Unless otherwise authorized by Council, a competitive bid process shall be followed for City improvements costing over \$20,000. Council may require any other contract to be competitively bid.

B. Except when prohibited by Federal or State regulations, by grant conditions, or contractual obligations, local vendors may be accorded a reasonable local preference.

C. The City may maintain lists of qualified vendors or contractors and utilize such lists in lieu of newspaper advertisement when requesting bids.

Inventories

The City Manager shall provide for the maintenance of appropriate stores and inventories at central purchasing and in each applicable department which utilizes specialized, parts, supplies and inventory on a regular basis.

City of Delta

Policies and Procedures Manual

Supplemental Purchasing Regulations

General Provisions

These Regulations shall apply in accordance with their terms unless otherwise authorized by the City Manager.

Inventories

- A. The City Manager and various departments shall maintain storerooms for supplies, equipment and inventory used in that department as appropriate.
- B. At the fiscal year end, applicable departments shall provide a report to the Finance Director detailing inventory on hand.

Contract Approval

- A. The City Council's approval is required for contracts pursuant to City Charter, Article VI.
- B. All other contracts for purchases or services must be approved by the City Manager or designee, except for the following:
  - 1. Department Heads, or their designee, may authorize purchases of \$50 or less from petty cash, Mini PO or credit card.
  - 2. Purchases of \$1000.00 or less may be authorized by Department Heads, OR their designee using a Mini PO, standard PO or credit card.
  - 3. In the case of an actual emergency, in which immediate procurement is essential to prevent delays in work which may adversely affect the City's interests, the Department Head may directly purchase supplies or services used to ameliorate the emergency. The City Manager shall be notified as soon as possible of the purchase(s). In no case shall the notification be delayed longer than the next business day. A confirming Purchase Order shall be fully completed for the emergency purchase(s) as soon as reasonable possible.
- C. All contracts and purchases must be referred to the Finance Director for a determination that a sufficient unencumbered appropriation balance exists for expenditures pursuant to City Charter, Article VI.
- D. Approval of a requisition shall constitute contract approval when the contract form is a City PO. Execution of a written contract shall constitute approval.

Contract Negotiations

- A. Negotiations for purchases and contracts may be conducted by the City Manager or his designee, by Department Heads or designee for contracts for specialized purchases or services for their department, or when requested by the City Manager for other departments, or by the City Attorney.

B. The City is not bound by negotiations until a contract is formally approved pursuant to City Charter, Article VI.

#### Contract Forms

- A. A City Purchase Order or vendor's form may be used as the written contract for purchases of less than \$20,000. Larger purchases shall require written contracts, along with City Council approval. Standard City forms should be utilized whenever practical instead of vendors' forms.
- B. Contracts for more than \$20,000 shall require the City Attorney's review and City Council approval.
- C. CIRSA recommended insurance and indemnity language shall be used as feasible.
- D. The Purchase Order form may be used as the Purchase Requisition.

#### Source of Supply

Except when prohibited by Federal or State regulations, by grant conditions, or contractual obligations, local vendors may be accorded a reasonable local preference as approved by City Council.

#### Vendor Relations

- A. Salesperson shall be received by all departments as promptly and courteously as time permits.
- B. Prices and other specific information received from vendors shall be considered confidential. During negotiations, quotations received from one vendor will not be divulged to another.
- C. The City shall advise unsuccessful bidders in a timely manner as to the disposition of their quotations or bids.

#### Award of Bid-Based Contracts

- A. The award will usually be made to the lowest qualified and responsible bidder subject to a reasonable local preference. All bids may be rejected. The award will be made by the City Council or City Manager, who may waive irregularities in the bid process.
- B. In determining the award, the following may be considered:
  - 1. The ability, capacity, skill, and sufficiency of financial resources of the vendor to perform the contract or to provide the material requested.
  - 2. The character, integrity, reputation, judgement, experience and efficiency of the vendor.
  - 3. The quality of performance of previous contracts, orders, or services.
  - 4. The previous and existing compliance by the vendor with laws and ordinances relating to the contract, order or service.
  - 5. The quality, availability and adaptability of the supplier, or contractual services of the particular use required.
  - 6. The ability to perform the contract or provide the material or service promptly, or within the time specified, without delay or interference.
  - 7. Price.
  - 8. Local preference.

9. The ability of the vendor to provide future maintenance and service for the use of the subject of the contract.
10. Any conditions attached to the bid.
11. Compliance with bid instructions.

#### Sale of City Property - Excluding Real Estate

- A. Sale of Surplus City Property: All City supplies which are unneeded by the City shall be forwarded by City Departments to the City shop. The City representative, upon approval by the City Manager, shall then sell the property, or trade it. Surplus supplies shall be sold on a competitive basis unless otherwise authorized by the City Manager.
- B. Sale City Inventory: The City may sell items out of inventory, providing that the items sold shall include a minimum 10% markup unless otherwise approved by the City Manager, and that all revenues and appropriate sales taxes are charged, collected, and remitted to the Finance Department.

#### Procurement Procedures

##### A. Purchase Order

1. A purchase order (PO) shall initiate the procurement cycle and shall constitute the purchase requisition form. The signatures of the requisitioner and the Department Head are required to initiate a purchase order.
2. The purchase order shall be used to request the purchase of supplies or services, to change or cancel an existing PO, or to request price and delivery information on possible future requirements. When requesting only price and delivery information, any one of the above listed signatures is adequate.
3. The PO shall be forwarded to the Finance Director who will review the PO for appropriateness of assigned account numbers and certification of budget compliance. When approved by the Finance Director, the PO shall then be forwarded to the City Manager for approval.

##### B. Invitation for Bids (IFB's) and Informal Quotations (IQ's)

1. Except as otherwise provided herein, when the estimated cost of a procurement exceeds \$10,000, an Invitation for Bids shall be solicited by the City, either published or in writing from vendors from the City's approved vendors list. The bid package shall include required specifications for the item or project, any bid deposit and bonds required, the time and place for opening bids, and other pertinent information, and the contract forms. Sealed bids shall be opened at the time and place stated in the IFB's. A tabulation of all bids received shall be sent to all bidders.
2. Purchases of supplies and services of less than \$10,000 but greater than \$1,000.00 shall require a minimum of two Informal Quotations (IQ's). IQ's are similar to IFB's except that the vendors need not be notified in writing and detailed specifications may not be appropriate. Results of solicitation for IQ's shall be attached to the PO for the item or service requested.
3. Purchases of less than \$1,000.00 may be made in the open market without IFB's or IQ's. Every effort shall be made to get the lowest and best price.

##### C. Mini PO's and Open PO's

1. All purchases of \$50 or more shall require a Purchase Order or a Mini PO.
2. A Mini PO is a substitute PO for on-account purchases from vendors of \$1,000.00 or less, which may be used by various Departments. All Mini PO's shall be fully completed and authorized by the appropriate Department Head, or their designee.
3. Open PO's or purchase orders, authorized for a specific Department, which are issued to specific local vendors for a maximum of one calendar month for repetitive orders. Any Department of the City may request an Open PO with a specified vendor upon Department Head, or their designee approval.

D. Petty Cash

If tipping is an expense under consideration, no more than 15% of total expenses will be subject to reimbursement.

E. Receipt and Inspection

The affected department shall be responsible for the receipt, inspection, and acceptance of incoming supplies and equipment. Upon receipt and inspection of incoming goods, the original packing slips and receiving reports shall be forwarded to the Finance Department within one business day. From there, all paperwork related to the purchase, including original packing slips and invoices, shall be forwarded to the Finance Director for payment. Should the shipment, upon inspection, be damaged or otherwise unacceptable, the affected department shall arrange for replacement, refund, or other action required. Should any goods be found defective after the initial inspection, the City Manager should be advised.

F. Change Orders

Department wishing to change or cancel an existing purchase order shall issue a completed purchase order requesting the change or cancellation. Upon receipt of a properly completed change request PO, the City Manager may issue a change order.

City of Delta

Policies and Procedures Manual

Commercial Drivers' License Procedure

Current employees and new hires, required by job description to possess a Commercial Drivers' License (CDL), will be required to pay for all physicals, license and renewals. The City will reimburse employees for cost of required physicals with proper documentation.

Upon notification to the Human Resources Director that the employee has obtained the required CDL, employee will be provided a copy of the City's CDL Drug Policy and employee will adhere to all drug testing requirements as mandated by federal regulations.

**Adopted 01/1997**  
**(Rev 01/12)**

If there is the need for more information or have any questions about any of the following materials, employee should contact his or her supervisor, or the Human Resources Director. The following policy is in compliance to the federal regulations for individuals required to possess a commercial drivers' license as specified in their job description.

## I. DRUG AND ALCOHOL POLICY

- A. The City of Delta values its employees and recognizes the importance of a safe and healthy work environment. Employees who use illegal drugs and/or abuse alcohol tend to be less productive, less reliable, more prone to accidents, and more prone to greater absenteeism, resulting in the potential for increased accidents, costs, and risks to themselves, their fellow employees, and the community.
- B. The City of Delta desires to provide a safer workplace by eliminating the hazards to health and job safety created by alcohol and drug abuse.
- C. Employees who engage in the sale, use, possession, or transfer of illegal drugs or controlled substances, who offer to buy or sell such substances, who abuse alcohol, or who abuse prescribed drugs, will be subject to disciplinary action up to and including termination.
- D. The City of Delta will comply with the testing requirements of the U.S. Department of Transportation and other applicable federal and state laws and regulations.

## II. APPLICABILITY

This policy applies to each employee who is required to hold a Commercial Driver's License (CDL). Employees will need a CDL if they drive a City of Delta vehicle:

- A. With a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds;
- B. With a gross vehicle weight rating of 26,001 or more pounds;
- C. Designed to transport 16 or more passengers; or
- D. Of any size that is used to transport hazardous materials which require the vehicle to be placarded under the hazardous materials regulations.

## III. CIRCUMSTANCES FOR ALCOHOL AND DRUG TESTS

Alcohol and/or drug testing will be done under the following circumstances:

A. Pre-Employment

Before employee starts working in a safety-sensitive position, he or she will be tested FOR DRUGS (unless employee is already being tested under another program).

B. Accident Involving Death of Person

If employee is in an accident while performing a safety-sensitive function and the accident involves the death of a person, employee will be tested for both alcohol and drugs.

C. Accident Involving a Ticket

If employee is in an accident and receives a moving violation ticket because of the accident, employee will be tested for both alcohol and drugs.

D. 25 percent of all drivers will be randomly tested for alcohol each year.

E. 50 percent of all drivers will be randomly tested for drugs each year.

F. Reasonable Suspicion

Drivers under "reasonable suspicion" of alcohol use or drug abuse will be tested.

G. Return to Work

If employee returns to work on safety-sensitive functions after having tested positive for either alcohol or drugs, employee will be tested again for alcohol or drugs after returning to work.

H. Follow-Up

If employee has engaged in prohibited conduct, he or she will be subject to unannounced follow-up tests for alcohol and/or drugs as directed by the City of Delta's substance abuse professional. Follow-up alcohol tests may take place just before, just after, or while employee is performing a safety-sensitive function. Follow-up testing will not exceed 60 months from employee's return to duty.

#### IV. WHAT IS A SAFETY-SENSITIVE FUNCTION?

The following are safety-sensitive functions to which the prohibitions on alcohol or illegal drug use of these policies apply. If employee does any of these activities with respect to a City of Delta vehicle to which a CDL applies, he or she is considered to be performing a safety-sensitive function:

A. Any time waiting to be dispatched on a vehicle.

- B. Any time spent inspecting equipment on or inspecting, servicing, or conditioning a vehicle.
- C. All driving time.
- D. Any time employee is in a vehicle, other than when employee would be resting in its sleeper berth, if any.
- E. All time spent loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, being ready to drive a vehicle, or giving or receiving receipts for shipments loaded or unloaded.
- F. When in a vehicle accident involving injury, death, or property damage of any kind, all the time employee spends following the required procedures.
- G. All time repairing, obtaining assistance for, or staying by a damaged vehicle.

## V. WHAT DRUG/ALCOHOL-RELATED CONDUCT IS PROHIBITED?

The following specific conduct is prohibited:

- A. Being on duty and in the performance of a safety-sensitive function while having an alcohol concentration of 0.02 or more.
- B. Being on duty or driving a vehicle while in possession of alcohol.
- C. Using alcohol while performing a safety-sensitive function.
- D. Performing a safety-sensitive function within 4 hours after using alcohol.
- E. If employee has to take an alcohol test after an accident, using alcohol within 8 hours after the accident or until employee takes a post-accident alcohol test, whichever happens first.
- F. Refusing to take a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, or a follow-up alcohol or drug test.
- G. Being on duty or remaining on duty requiring the performance of safety-sensitive functions when using a controlled substance, except when the use is prescribed by a licensed physician and when the physician has advised employee that the use of the

controlled substance will not affect his or her ability to perform the functions.

H. Being on duty, reporting for duty or performing a safety-sensitive function if employee has tested positive for illegal drugs. Employee will not be permitted to perform or continue to perform safety-sensitive functions if he or she tested positive for illegal drugs.

## VI. TESTING PROCEDURES

### A. Pre-Employment Testing

Before employee first works in a safety-sensitive position, he or she will be tested for drugs. Employee will not be allowed on duty unless the drug test is negative.

Exception to Pre-Employment Drug Test. Employee will not need a drug test if he or she has participated in a drug testing program in the last thirty days and while in that program were tested for drugs in the last 6 months; or participated in random drug testing for the previous 12 months; and no prior employer of whom the City of Delta has knowledge has records of a violation of the drug policies of the DOT within the last 6 months.

Under these exceptions, the prior drug testing program in which employee participated will be contacted and asked for the following information, subject to a written release from employee: name and address of the program; verification of employee's participation in the program; verification that employee was qualified under the program; date of the last drug test; and the results of that last test. The information stays in employee's file.

### B. Post-Accident Testing

As soon as possible after an accident involving a City of Delta vehicle to which a CDL applies, each surviving driver who was performing a safety-sensitive function with respect to the vehicle (if the accident involved the death of a person), or who received a citation for a moving traffic violation because of the accident, will be tested for both alcohol and drugs. A driver required to be tested under these circumstances will be transported to the testing site by the City of Delta.

1. Two Hours - If employee fails or refuses to take an alcohol test within 2 hours after the accident, employee's supervisor will prepare and keep a file stating why the test was not taken. If the alcohol test is not administered within 8 hours after the accident, the supervisor will cease attempts to require the test and will proceed to prepare the file.

2. **Thirty-Two Hours** - If employee fails or refuses to take a drug test within 32 hours after the accident, the employee's supervisor will cease attempts to require the test and will proceed to prepare a file stating why the test was not administered.

3. **Availability** - Employee must remain available for testing after an accident or will be considered as having refused to be tested. This does not mean that employee cannot leave the scene of the accident to obtain assistance or that medical attention will be delayed for injured drivers.

#### C. Random Testing.

At least 25 percent of all drivers will be tested for alcohol every year and at least 50 percent of all drivers will be tested for drugs every year.

These percentages may change based on a federal determination which is published annually in the Federal Register.

1. **Selection Method** -The selection of drivers for random testing is made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with a driver's social security number. Under that process, each driver has an equal chance of being tested each time a selection is made.

2. **Notification** -Random tests will be unannounced and the dates for their administration will be spread reasonably throughout the year. The employee's supervisor will notify the employee of when he or she is selected for a random alcohol and/or drug test.

3. **Procedure** - If employee is notified of a random alcohol and/or drug test, employee must proceed to the test site immediately. If employee is performing a safety-sensitive function when notified of a test, employee will need to stop and proceed to the test site as soon as possible. The City of Delta's test site is located at Drug Testing, Inc., 239 Palmer Street, Delta, Colorado 81416.

Employee can only be tested for alcohol while employee are performing safety-sensitive functions, just before performing those functions, or just after performing those functions.

#### D. Reasonable Suspicion Testing

### 1. What is Reasonable Suspicion

Employee may be tested for alcohol or drugs if employee's supervisor has "reasonable suspicion" that employee is using or abusing alcohol or drugs. The supervisor will base the decision on specific, present, and particular observations of employee's appearance, behavior, speech or body odors, including indications of the chronic and withdrawal effects of illegal drugs.

### 2. Procedure

Employees' s supervisor or other official must observe specific examples and make observations of appearance, behavior, speech or body odors which lead him/her to believe that employee is using or abusing alcohol or drugs. Supervisors and other officials are trained in the ways to detect the use and abuse of alcohol and illegal drugs. The person who makes the observation will not be the same person who administers the alcohol or drug test. If employee is required to be tested under these circumstances, the City of Delta will provide transportation to the testing site.

### 3. Alcohol Tests

Employee can only be tested for alcohol if the observations are made during, just before or just after he or she has worked on a on a safety-sensitive function. If employee fails or refuses to be tested within 2 hours of the observations, employee's supervisor will prepare a written report stating why the alcohol test was not promptly administered. After 8 hours, employee's supervisor will cease attempts to require the test and will prepare a written report stating the reasons for not administering the test.

If employee's supervisor has reasonable suspicion that employee is under the influence of or impaired by alcohol, employee will not be permitted to work on safety-sensitive functions until employee has taken an alcohol test and the results show a blood alcohol concentration of 0.02 or less; or 24 hours have passed after the observation. No action shall be taken against the employee solely on the basis of his or her behavior and appearance in the absence of an alcohol test. (See Section VII. A.1. for definition of blood alcohol concentration measured by EBT.)

4. Drug Tests. When employee's supervisor or other official has reasonable suspicion that employee is using or has used illegal drugs, he or she will record the facts in employee's file, and sign the report either within 24 hours after he/she observed employee, or before the drug test results are released, whichever is earlier.

## E. Return-To-Duty Testing

Before employee returns to work after a violation of either the alcohol or drug policy, will be tested for alcohol or drugs again. The test results must indicate an alcohol concentration of 0.02 and/or less and be negative for drugs before employee may perform any safety-sensitive functions again.

#### F. Follow Up Testing

When employee tests positive for either alcohol or drugs, employee will be evaluated by a substance abuse professional. If the substance abuse professional decides that employee needs assistance in dealing with an alcohol or drug abuse problem, employee will be subject to unannounced follow-up alcohol or drug tests according to the directives of the substance abuse professional. Follow-up alcohol tests are only conducted just before, just after, or while employee work on a safety-sensitive function.

## VII. PROCEDURES USED TO TEST FOR PRESENCE OF ALCOHOL AND CONTROLLED SUBSTANCES.

### A. Alcohol Testing Procedures

#### 1. What Is Tested?

Alcohol testing is done by testing breath because breath is the most easily obtained bodily substance and the results are known within minutes of testing. The test results are displayed and printed in terms of grams of alcohol per 210 liters of breath. The testing device is called an Evidentiary Breath Testing Device (EBT). The EBT is a scientific instrument which determines the concentration of alcohol expressed as "percent per weight." It does this by analyzing a specific volume of expired breath. The weight of alcohol in the breath sample is determined and the quantity of the alcohol converted to its equivalent value in blood. A Blood Alcohol Concentration (BAC) of 0.10 means 1/10th of a gram of alcohol per 210 liters of breath. The EBT will print three copies of each test result and the test results will be numbered.

#### 2. Quality Assurance Plan

Each EBT must have a Quality Assurance Plan (QAP) developed by the manufacturer. The plan shows the methods used to perform external calibration checks using only approved calibration devices. It also describes the minimum intervals for performing the calibration checks for the EBT and specify the tolerances for external calibration checks within which the EBT is in proper calibration. Finally, the plan specifies inspection, maintenance, and calibration requirements and intervals.

### 3. Initial Test

A test may have two separate parts. The first test is the initial test. If the initial test shows a reading of less than 0.02, the test is recorded as "negative." If the initial test result is 0.02 or greater, a confirmation test will be done. The alcohol testing will be administered at a site that affords privacy. Only one breath test will be done at one time. The person giving the test will not leave the testing site during employee's test.

Only a certified breath alcohol technician (BAT), trained in the operation of the EBT, may administer the alcohol test. Employee's supervisor may not administer the test under any circumstances.

The EBT will immediately read the results of the test and a copy of the printed results will be given to employee. Printed results are not required for the initial test.

IN LIEU OF AN EBT, THE DOT REGULATIONS PERMIT THE USE OF CERTAIN APPROVED NON-EBT TESTING DEVICES TO BE USED FOR THE INITIAL TEST; THE PROCEDURES DESCRIBED ABOVE MAY DIFFER IF SUCH DEVICES ARE USED.

### 4. Identification

Before the test is administered, the BAT will ask employee to provide identification. If employee asks, the BAT must give employee his/her name.

### 5. Blank Test

The first part of the testing process is to make sure that the EBT is operating properly. In employee's presence the technician runs an "air blank" test to make sure the EBT is working correctly and the reading is zero. Next, a sealed mouthpiece is opened and placed into the EBT. In order to get a sufficient quantity of deep lung air, employee will be asked to blow into the mouthpiece for at least 6 seconds, or until the EBT indicates that an adequate amount of breath has been obtained.

6. When the initial tests results show a reading of 0.02 or greater, a confirmation test is necessary. The BAT who administers the confirmation test will be different from the BAT who administered the first test. Before the confirmation test, a 1 5 minute waiting period will be observed. The purpose of the 1 5 minute waiting period is to make sure that the presence of mouth alcohol from recent use of food, tobacco, or hygiene products, does not artificially raise the test results. As the

confirmation test is done on the same EBT as the first test, the testing procedures will be the same. When the results of the test are available, the BAT will show them to employee and ask employee to initial the form on which the results are printed.

The confirmation result is the test of record. (Revised 02/08) A breath alcohol testing form will be prepared with a copy for employee.

#### 7. Inadequate Breath Sample

If employee refuses to try to provide an adequate breath sample, the BAT will immediately notify the City of Delta.

If employee tries to provide an adequate breath sample but is unable to, the BAT will make a note of it in the "Remarks" section of the form and immediately inform employee's supervisor. Employee will be directed by their supervisor to obtain an evaluation by a licensed physician. The physician will provide an opinion on whether or not a medical condition has prevented employee from providing the breath sample.

#### 8. Release of Results

The results of the employee's alcohol test or tests will not be released to others unless the employee expressly authorizes the release or unless required by law. For example, the City of Delta may release the results of the employee's alcohol test(s) to the next employer if employee furnishes the City of Delta a letter authorizing the release of the results. The City of Delta will not release test results unless employee specifically request the release IN WRITING. The City of Delta may make the authorization for release of previous records a requirement for employment.

### B. Drug Testing Procedures

#### 1 . Which Drugs

The required testing program is limited to five type of drugs: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

#### 2. Testing Conditions

All drug testing must be done from urine specimens collected under highly controlled conditions. Specimen collection procedures require a designated collection site; security for the collection site; chain of custody documentation; use of authorized personnel; privacy during collection; integrity and identity of the specimen; and transportation to the laboratory.

### 3. Certified Laboratories

Driver protection is built into the testing procedures. The only laboratories that can be used are those that have been properly certified.

### 4. Tests

After the urine specimen has been collected and forwarded to the laboratory, two tests may be performed. The initial test is the immunoassay test. This is a screening test to determine drug usage for the five classes of drugs. The second test is a confirmation test.

### 5. Initial Test

If the results of the initial test are negative, the testing laboratory will advise the City of Delta's Medical Review Officer (MRO) that the drug test for the driver was negative. No additional tests on the specimen will be done.

### 6. Confirmatory Test

If the results of the initial test are positive, that is, if the results exceed the permitted levels for any of the five drugs tested, a second (confirmation) test is performed. In the meantime, employee will be removed from performing any safety-sensitive duties, even though the results of the confirmatory test are not yet available. The second, or confirmatory, test is done in an entirely different manner from the initial one. All specimens identified as positive on the initial tests must be confirmed using gas chromatography/mass spectrometry techniques. Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the MRO for review and analysis.

### 7. Split Specimen Collection

A split specimen collection will be done. That is, the urine is divided into two specimen bottles. If the test result of the primary specimen is positive, employee may request the MRO to send the second (or split) specimen to a different certified lab for testing. The test of the split specimen will be for the presence of drugs with no cut-off levels. If the result of the test of the split specimen is negative, the MRO will cancel the test. If employee wants the split specimen tested, employee must advise the MRO within 72 hours of being notified of the positive test result of the primary specimen. If employee provides an insufficient quantity of urine, the test will be canceled. Employee will be asked to drink fluids and to take another test 2 hours after the first test.

### 8. Records of Results

The City of Delta will keep a record in the driver's file showing the type of test (pre-employment, etc.); date of collection; location of collection; entity performing the collection; name of the lab; name of the MRO; and the test results. Employee

can access the results of his or her drug test(s) if employee makes a request IN WRITING.

## VII. ALCOHOL AND DRUG TESTS ARE NOT OPTIONAL.

Employee MAY NOT REFUSE to take a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, or a follow-up alcohol or drug test. If employee refuses to take any of those tests, the supervisor will consider that employee tested positive for alcohol and/or drugs, and employee will not be permitted to perform or continue to perform any safety-sensitive function except in accordance with the procedures which apply to a positive test.

Refusing to be testing means that employee either:

- A. Did not provide enough breath for testing without a valid medical explanation after employee was told the requirements for breath testing;
- B. Did not provide adequate urine for drug testing without valid medical explanation;  
or
- C. Engaged in conduct that clearly prevented or obstructed the testing process.

## IX. WHAT HAPPENS IF EMPLOYEE TEST POSITIVE FOR ALCOHOL OR DRUGS?

### A. Immediate Consequences

Employee will not be allowed to work on a safety-sensitive function if employee violated the City of Delta's alcohol and drug policies. Employee will not be permitted to work on a safety-sensitive function if it is determined that employee violated these policies.

### B. Evaluation

If employee has engaged in prohibited conduct, they will be advised by their supervisor of the resources available to them in evaluating and addressing employee's alcohol or drug abuse problem, including the names, addresses, and telephone numbers of substance abuse professionals, counseling and treatment programs. Some information is provided in these materials. Employee will also be evaluated by a substance abuse professional who will determine what type of assistance, if any, employee needs in addressing employee's dependence problem.

### C. Return-To-Duty Testing

If employee has violated these provisions, they will, before returning to duty and work on a safety-sensitive function, take a return-to-duty alcohol test with a result indicating less than 0.02, if employee's conduct involved alcohol, or a negative drug test, if the conduct involved illegal drugs.

#### D. Follow-Up Testing

In addition, if the substance abuse professional decides that employee needs assistance, employee must be evaluated again before returning to work to make sure that the employee has properly followed any rehabilitation program. Employee will also need to take unannounced alcohol and drug tests after employee comes back on duty. The number and frequency of the tests will be decided by the substance abuse professional. There will be at least 6 tests in the first 12 months following employee's return to work. Both alcohol and drug tests may need to be administered if the substance abuse professional so determines. Follow-up testing may occur up to 60 months from the date of employee's return to duty. The substance abuse professional may determine to stop the follow-up testing at any time after the first 6 tests if he/she decides that the tests are no longer necessary.

#### E. Referrals

The substance abuse professional who refers employee to treatment because of a substance abuse problem shall not refer employee to his/her own private practice or to a person or organization from which he/she receives payment or in which he/she has a financial interest.

## X. WHAT HAPPENS IF EMPLOYEE'S ALCOHOL CONCENTRATION IS 0.02 OR MORE, BUT LESS THAN 0.04?

If the results of the employee's alcohol test show an alcohol concentration of 0.02 or more, but less than 0.04, employee will not be allowed to work on a safety-sensitive function including driving a City of Delta vehicle, until the start of employee's next regularly scheduled duty time, as long as there are at least 24 hours between taking the test and when employee starts work again. Employee may also be subject to additional actions consistent with law.

## XI. INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND DRUG ABUSE.

#### A. Supervisor training

Persons chosen to determine whether reasonable suspicion exists to require a driver to take an alcohol or drug test will receive at least 60 minutes of training on alcohol abuse and an additional 60 minutes of training on controlled substance use. Training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

#### B. The effects of alcohol and drugs on health, work, and personal life

There is much information available on this subject; the following is only a brief introduction.

The consequences of alcohol and illegal drugs abuse extend far beyond the individual user. Impaired employees put themselves, fellow workers, and other users of our highways in danger. Employees with drugs or alcohol in their systems are less productive and more likely to injure themselves or other persons in an accident.

Alcohol- and drug-abusing employees increase the costs related to lost productivity, absenteeism, accidents, loss of trained personnel, theft, and treatment and deterrence programs. Also, medical costs are higher and are passed on to the employer in the form of higher health insurance rates. Alcohol and drug abuse is costly to both the employer and the employee.

Alcohol is the number one abused drug in this country. Alcohol consumption causes a number of changes in behavior. Even low doses can damage the judgment and coordination necessary to drive. Low to moderate doses increase the frequency of a variety of aggressive acts. Moderate to high doses cause marked changes in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses cause respiratory depression and death. If combined with other drugs, much lower doses of alcohol will produce the effects described. Long-term consumption of large quantities of alcohol can lead to permanent damage to vital organs such as the brain and the liver.

#### C. Signs and Symptoms of an alcohol or drug problem

Drugs can show their effects in many different ways. Some of the most noticeable signs of drug abuse are drowsiness, respiratory depression, constricted pupils, nausea, slurred speech, excitement, loss of appetite, poor perception of time and distance, relaxed inhibitions, disoriented behavior, watery eyes, runny nose, chills and sweats, convulsions, apathy, depression, and the use of drug paraphernalia.

Some of the signs and symptoms of alcohol misuse are the odor of alcohol, slurred speech, staggering, tremors, vomiting, cramps, delirium, loss of appetite, using arms for balance, leaning against walls and doorways, swaying while maintaining balance, and confusion

#### D. Multiple Substance Abuse

Multiple substance abuse is abuse of more than one drug, either at the same time or over a period of time and it involves any combination of alcohol, prescription drugs, over-the-counter drugs, and illegal drugs.

Multiple substance abuse is especially dangerous because different substances combine with each other to produce unexpected effects and dangers.

Multiple substance abuse often begins with abuse of a single substance. This may happen because once a person begins to use a drug, abuse of more substances becomes more likely. People who abuse one substance are at a high risk for developing dependence and tolerance for other substances.

#### E. Methods of intervention for suspected alcohol and drug problems.

Alcohol and substance abuse is a complicated problem calling for specialized supervision and care. Don't help or aid an employee who you think has an alcohol or drug abuse problem. Don't make excuses for them, don't do their work for them, and don't look the other way. The problem is not going to go away. Don't help them to continue their alcohol or drug abuse.

Leave the treatment and counseling of persons with an abuse problem to professionals. The person with a problem must be evaluated by a professional, such as a physician, psychologist, other person with knowledge of abuse and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.

#### F. Additional information

For additional information concerning the effects of alcohol and drug abuse, contact the City of Delta's Human Resources Department. For information on where to find treatment for alcohol and other drug problems, a good place to look is in the Yellow Pages under "Alcoholism Information" or "Drug Abuse and Addiction Information." Usually there is a listing of the nearest Council on Alcoholism (or Council on Alcohol and Drug Abuse). These Councils provide information over the phone on the availability of the nearest alcohol treatment programs. Alcoholics Anonymous and Narcotics Anonymous may also be listed. Both offer help in coping with alcohol and drug abuse.

Abbreviations/Definitions

U.S. Department of Transportation (DOT)  
Commercial Drivers' License (CDL)  
Evidentiary Breath Testing Device (EBT)  
Blood Alcohol Concentration (BAC)  
Quality Assurance Plan (QAP)  
Medical Review Officer (MRO)

Effective August 25, 2008, observed collections will afford less privacy in order to guard against employee use of items designed specifically to beat the testing process.

A. Directly observed collections will continue to occur only when there is a specific reason to believe that an employee may be attempting, or have sufficient reason, to evade the testing process.

B. Observed collections will now be required, rather than optional, for all return-to-duty and follow-up drug testing.

C. Items such as prosthetic devices designed to carry clean urine must now be checked for by observers with both male and female donors. The observer will have the employee raise and lower clothing, and then put it back in place for the observed collection.

The revised DOT Urine Collection guidelines say that effective August 25, 2008,

The observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist, just above the navel; and lower clothing and underpants to mid-thigh; and to show the observer-by turning around-that the employee does not have a prosthetic device. After the observer has determined that the employee does not have such a device, the observer may permit the employee to return clothing to its proper position and then conduct the observed collection.

Note: there are three basic types of devices employees could "wear."

1. One device has a long plastic tube connected to a bottle containing heated urine.
2. Another device consists of a short plastic tube attached to a battery-heated plastic bag.
3. One device goes a step further by replacing the tube with very realistic prosthetic genitalia designed to match the employee's skin tone.

Effective August 25, 2008, the following collection issues have been added to the regulation and must be treated by the collector as refusals to test. Some of these were part of the previous DOT interpretations of 49 CFR 40.191.

The employee refuses to wash his or her hands after being directed to do so.

The employee admits to the collector that he or she adulterated or substituted their specimen.

In either of these refusal situations, the collector discards any specimen the employee provided previously and notifies the designated employee representative as soon as possible.

With respect to direct observation collections, the following situations have been added as refusals to test:

The employee fails to follow the observer's instructions to raise and lower clothing and to turn

around to permit the observer to determine if the employee has a prosthetic or other device that could be used to interfere with the collection process.

The employee possesses or wears a prosthetic or other device that could be used to interfere with the collection process.

Collectors should patiently explain the new regulations to affected employees and work with the employee to avoid a refusal event whenever possible.

## City of Delta

### Policies and Procedures Manual

#### Employment References and Verifications

Care is to be taken in responding to requests for references or verification of employment of employees and former employees. Inappropriate responses can lead to litigation involving such claims as defamation or violation of a constitutionally protected liberty interest. All requests for references and verifications are to be directed to the Human Resources office. Response to the person requesting information will be given upon acknowledgment of the correct social security number of the subject employee. Other information, as requested, other than date of hire, completion date, title of employee, and if employee resigned or was terminated, will require written request. The Human Resources office may respond with an estimation of salary providing an amount has been provided by the employee to the part requesting verification.

Adopted 01/1997

## City of Delta

### Policies and Procedures Manual

#### Hiring Guidelines

When a job opening becomes available the job description shall be reviewed and updated if necessary by the Department Head of the affected department or division with input from Human Resources. After the job description is finalized the process for filling the position will be discussed.

A time frame for advertising and interviewing must be established by cooperative effort of the Department Head or Director and Human Resources Director. Any and all interviews will be conducted with a minimum of two City representatives in attendance. This procedure is for the protection of the department representatives, candidate, and the City of Delta. With this in mind the schedule will be established to accommodate the parties involved.

If an in-house promotion is deemed appropriate, then it will be advertised for current employees consideration only, if not the advertisement shall be circulated in-house simultaneously with the outside advertisement.

All applications for full-time, part-time, seasonal and temporary employment are available on the City's web page. Applications for employment will not be available unless there is an advertisement for openings and will be available on City's web site. Notices of openings will be provided by the Human Resources Director to each department of the City to inform employees of openings and will be posted on City designated locations at City Hall, and City's web site. The completed forms must be returned directly to the Human Resources office for verification and review, and maintained until a selected candidate for an advertised position is hired. Applications submitted for positions that are establishing a labor pool for part-time, seasonal or temporary positions are to remain on file until the season is completed. These applications are filed and maintained in accordance with retention regulations until the close of the season.

Promptly after the application due date Human Resources will review all applications to determine if minimum requirements have been met. Applications not making the "short list" will receive a thank you letter, and those applications will be filed and retained in accordance with retention regulations.

Copies of the remaining applications will be given to the Department Head or Director, and the candidates will be narrowed down to a chosen number to be interviewed. The candidates that are not selected to continue by way of an interview will receive a thank you letter, and these applications will be filed and retained in accordance with retention regulations. Note: applications for seasonal remain on file through out the season, all others remain on file for one year or in compliance with State statute retention regulations.

The interview will be held in a location that is acceptable to the Department Head or Director. Prior to the interview the questions and format will be determined by the Department Head or Director with review by Human Resources for meeting the fair employment laws. All job descriptions and questions are in database, and maintained by Human Resources. Human Resources notifies candidates selected for interviews of time and place, and prepares interview packets.

Note, for part-time, seasonal and temporary positions the candidates are contacted by the department representative and Human Resources is notified of date and time, and prepares packets.

During the interview the department representative will obtain authorization from the applicant to check the references provided including those that might not be listed, if needed. The department representative will check references and recommend the most suitable applicant for the position. A written memo with Department Head's recommended candidate, and City Manager signed approval, is needed prior to final notice to the selected applicant. The others will be notified in written format of the final outcome by the department representative or HR Director. Response shall be consistent and legally appropriate. The applications for those not selected will be filed in accordance to retention laws.

Deviations from these guidelines may be authorized by the City Manager or designee as appropriate. It should be noted that the City Manager can appoint others as his representatives to assist in following these guidelines. Flexibility will need to be given for unforeseen circumstances and adjustments for individual department needs.

**Adopted 11-08-89**  
**(Rev 12/94)**  
**(Rev 06/06)**

City of Delta

Policies and Procedures Manual

Payroll and Time Sheets and Pay Checks

1. All time sheets must be turned in to the Payroll Clerk or HR Director between 8:00 a.m. and 10:00 a.m. on Monday of payroll week.
2. Leave requests must be signed by both the employee and Department Head, located on back of time sheets.
3. Every effort is made to be accurate; however errors can happen. If there is an error, whether it is generated by payroll or it is the result of inaccurate information furnished to payroll, it will be corrected as quickly as possible, but no later than the next pay period.
4. Pay checks will be distributed by payroll or the Human Resources Director to the Department Head or designee only. Each Department Head or Designee will distribute pay checks to the employees in his or her department. Checks may be ready for distribution prior 3:00 p.m. on each designated pay day. Pay checks may be picked up after 3:00 p.m. the day before the designated pay day with approval from the applicable Department Head.

04/1988 & 09/1988  
(Rev 06/2012)

## City of Delta

## Policies and Procedures Manual

## Safety Incentive Program

In order to encourage safe work practices throughout the City, the Safety Committee has established an incentive program. The safety incentives will be based on employee and departmental participation. With this being defined we will now make a list concerning the safety time off.

1. All departments that have no lost time accidents or property damage claims in a calendar quarter will receive two hours of Safety PTO for each eligible employee. Total accrual in a given year will not exceed eight (8) Safety PTO hours. A lost time is defined "A nonfatal traumatic injury that causes any loss time from work beyond the day or shift it occurred."
2. If a department scores a ninety or higher on their facility audit, each employee within that department will receive an additional 4 hours of Safety PTO.
3. Safety PTO will be accrued in addition of the PTO earned every two (2) weeks. Safety PTO will accrue to a maximum of 12 hours for each eligible employee. Additional Safety PTO cannot be accrued until the balance is less than 12 hours.
4. All employees that are eligible for regular PTO will also be eligible for Safety PTO. This includes all full time employees and part time employees that are eligible for PTO.
5. Any vehicle accident or property damage that was found to be the employee's fault will result in the employee's department becoming ineligible for that quarter's Safety PTO accrual.
6. A department may lose eligibility for the quarter's Safety PTO accrual if there is flagrant disregard by an employee or department of the department's and/or City's safety policies.
7. If an employee fails to report an accident within four (4) working days the employee's department will not be eligible for that quarter's Safety PTO.
8. The safety committee will review all accidents reported and determine the eligibility of a given department based on the report and the guidelines as presented herein. Employees who have been involved in an incident that may result in the forfeiture of a department's Safety PTO may meet with the committee to discuss the accident and present their side of the story, before the committee makes its final determination.
9. All accumulated Safety PTO will be forfeited when the City no longer employs the employee. If the employee returns to work for the City, prior Safety PTO will not be restored.

City of Delta  
Policies and Procedures Manual  
Safety Program

Article 1 - General Provisions

Article 2 - General Loss Control Program Elements

Article 3- Motor Vehicle Safety

Article 4 - Police

Article 5 - Public Works

Article 6 - Water and Wastewater Treatment Plants

Article 7 - Fire and Emergency Medical Service

Article 8 - Parks and Recreation

Article 9 - Sanitation

Article 10 - Workmen's Compensation Medical and Claim Management Standards

CITY OF DELTA  
SAFETY PROGRAM

ARTICLE 1: GENERAL PROVISIONS

5.1.1. Statement of Policy

The City of Delta is committed to the prevention and control of accidental losses. The City and its officers and employees shall take appropriate action to implement the insurance provider mandated loss control standards, and to improve safety in all City operations.

5.1.2. Safety Performance Evaluation

Supervisors shall evaluate the safety performance of each employee as part of the employee's annual performance evaluation and note any deficiencies or instances of superior performance with respect to safety.

5.1.3 Safety Coordinator

A. The City Manager or his designee is hereby designated the Safety Coordinator.

B. The Safety Coordinator's duties are as follows:

1. Coordinate the establishment, implementation and maintenance of this Safety Program.
2. Serve as a contact with insurance provider with respect to this Safety Program.
3. Monitor the compliance with the various provisions of this Safety Program by City officers and employees.
4. Insure that insurance provider is given written response within sixty days of receipt of recommendations resulting from audits by insurance providers Loss Control Department.
5. City Manager and Human Resources Director will review personnel policies with the City Attorney on an ongoing basis and recommend changes to the City Council as necessary to keep them in compliance with applicable law.
6. Perform other duties specified in this Loss Control Program.

C. The Safety Coordinator may use such other employees as appropriate to assist in the performance of the Safety Coordinator's duties.

D. The Human Resources Director shall distribute a copy of this program to all employees and maintain records confirming that all employees have received a copy instructing them to read it.

ARTICLE 2: GENERAL LOSS CONTROL PROGRAM ELEMENTS

5.2.1. Accidents

- A. All accidents involving any City personnel, equipment or property shall be reported by any City employee or officer learning of the situation to the Safety Coordinator immediately. (Will reference and move to the two flow charts for accident protocol).
- B. The Safety Coordinator shall determine whether any additional investigation of the incident is required by consulting with the Chief of Police and/or the City Attorney.
- C. The City Clerk or Human Resources Director, depending on the incident, shall insure that appropriate reports are prepared and submitted to insurance provider.
- D. The City Attorney shall be advised on account of any incident which may give rise to a claim by a third party against the City whether or not any such claim is articulated.
- E. The City Clerk shall maintain complete records of all accident reports, investigations, claims, lawsuits and the resolution of them.

5.2.2. Safety Inspections

- A. The Safety Coordinator shall conduct, or provide for the conduct of safety inspections of all City property, equipment, machinery, work practices and conditions on a periodic basis.
- B. The Safety Coordinator shall maintain records of the results of all such inspections.
- C. The Safety Coordinator shall implement a follow-up system to insure that any necessary corrective action is taken.
- D. The Safety Coordinator shall keep the City Manager advised of the results of such inspections and corrective action.

5.2.3. Safety Training

- A. The Safety Coordinator shall insure that all employees receive instruction and training periodically concerning the provisions of this Safety Program and all safety rules and procedures which form a part hereof, and shall arrange with Department Heads for additional training with respect to safe methods and procedures for performing task when frequent or severe accidents have occurred or could occur.
- B. The City Clerk and Human Resources Director shall maintain safety training records on all employees in their personnel files.

5.2.4. All Department Heads shall develop and recommend to the City Manager an emergency plan for each City owned property within that Department's oversight.

5.2.5. Safety Rules and Procedures

The Safety Coordinator shall recommend safety rules and procedures to the City Council for adoption and monitor compliance by all City employees. Violations shall be reported to the City Manager and appropriate Department Head for remedial action. Failure of any employee to comply with this Safety Program and safety rules shall be reason for disciplinary action.

5.2.6 The City Manager shall review all contracts involving the City and refer them to the City Attorney for the inclusion where appropriate of indemnification, hold harmless, insurance, and workers' compensation insurance agreements.

## ARTICLE 3: MOTOR VEHICLE SAFETY

- 5.3.1. All employees who operate a City-owned vehicle or equipment shall be required to attend a defensive driving training session at least once every two years and more often if readily available. The Safety Coordinator shall maintain records of such training.
- 5.3.2. Seatbelts
- A. Drivers and riders in all City vehicles equipped with seatbelts shall use said seatbelts in all circumstances.
  - B. Seatbelts shall not be removed from vehicles equipped with seatbelts. Seatbelts shall be provided in all appropriate vehicles.
  - C. Seatbelts shall not be required to be used in circumstances where such use would pose a greater risk than not using them. However, the circumstances involving such non-use shall be immediately appointed to the Safety Coordinator for review as to appropriateness.
- 5.3.3. Employee Motor Vehicle Record Checks
- A. The Human Resources Department shall check the motor vehicle records of all individuals being considered for employment by the City in any position where they will be driving a City-owned vehicle.
  - B. The Human Resources Department shall check the motor vehicle records of all City employees who operate City-owned vehicles annually and maintain records of all motor vehicle record checks in the employee's personnel file.
- 5.3.4. Vehicle Maintenance and Inspections
- The Fleet/Facility Manager being in control of all Departments with vehicles or mobile equipment shall establish a preventive maintenance program and maintain appropriate maintenance records.
- 5.3.5. Vehicle Accident Reviews
- A. The Safety Coordinator shall review all vehicular accidents with the Chief of Police to determine the cause and possible action to prevent similar accidents in the future.
  - B. The Safety Coordinator shall insure that appropriate preventive action or additional policies are directed to the appropriate employees based upon accident review.
  - C. In cases involving gross negligence, a continual series of accidents by an employee, violation of this safety program or procedures or other similar circumstances, the matter shall be referred to the City Manager and appropriate Department Head for consideration of disciplinary action against the responsible employee.
  - D. The Safety Coordinator with the City Clerk shall maintain appropriate records of all accident reviews.

ARTICLE 4: POLICE

5.4.1. Certification

The Chief of Police shall insure that all officers meet applicable State Police Officer's certification requirements.

5.4.2. Procedures

A. The Chief of Police shall maintain a Policies and Procedures Manual which at a minimum includes provisions for the following:

1. Emergency driving during hot pursuit.
2. Use of deadly force.
3. Use of other force.
4. Arrest procedures.
5. Firearm qualification requirements.
6. In-service training.
7. Off-duty employment.

B. The Chief of Police shall review Police Policies and Procedures annually, consult with the City Attorney and update them as necessary. Copies of Police Policies and Procedures and any amendments thereto shall be provided to the City Council.

C. The Chief of Police shall provide periodic training to policemen concerning procedures and maintain records of such training.

5.4.3. Holding Facilities

A. The City of Delta shall not operate any holding facilities, but to the extent incarceration is necessary, shall use facilities provided by the County and other agencies.

B. Detainees in need of medical assistance shall be referred to the County Health Officer or the Delta County Memorial Hospital.

ARTICLE 5: PUBLIC WORKS

5.5.1. Inspection and Maintenance Programs

- A. The Director of Public Works shall conduct or arrange for an inspection of all official traffic control devices and all streets, roads and bridges at least once each year.
- B. The results of such inspections shall be documented and the Safety Coordinator shall maintain appropriate inspection records.
- C. The Public Works Director shall develop a pothole correction program.
- D. A priority system for correcting any defects shall be developed and maintained by the Public Works Director.

5.5.2. Complaint Log

- A. The Public Works Director and/or Utilities Director shall maintain a record of all complaints, notices or hazardous conditions concerning any City property and requests for service.
- B. Any City officer or employee noticing any hazardous conditions on City-owned property or of traffic control devices shall log the condition with the Public Works Director and/or Utilities Director.
- C. The Safety Coordinator shall conduct such investigation as appropriate to determine if corrective action is necessary and if so, shall issue a Service Request to the appropriate department for corrective action.
- D. The Public Works Director and/or Utilities Director shall maintain records and follow up on all corrective actions.

5.5.3. Blasting Operations

No blasting operations shall be conducted by the City unless the City Attorney is consulted to determine that all activities will comply with applicable law.

5.5.4. Work Area Protection

- A. All work by City employees on streets and alleys shall provide area protection in accordance with the Manual for Uniform Traffic Control Devices.
- B. Any work done on City streets or alleys by contractors for the City shall include contractual requirements to comply with the Manual for Uniform Traffic Control Devices.
- C. Any excavation permit granted to the City for work in City streets and alleys shall require compliance with the Manual for Uniform Traffic Control Devices.
- D. Any work on City property other than streets and alleys shall provide for barricades and other safety precautions necessary to protect and warn persons of excavations or other hazards.

5.5.5. Locating Underground Utilities

- A. City employees shall comply with the provisions of CRS Article 9-1.5 for location of underground utilities with respect to any excavation.
- B. Contractors doing work for the City shall be required by contract to comply with the

provisions of CRS Article 9-1.5.

C. Any person obtaining an excavation permit to do work in City-owned property shall be required to comply with the provisions of CRS Article 9-1.5.

D. The Public Works Director and/or Utilities Director shall provide training to appropriate employees for locating underground utilities.

5.5.6. Trenching and Excavating

A. City employees shall be required to comply with the procedures for trenching and excavating operations equivalent to CIRSA construction regulations.

B. The Public Works Director and/or Utilities Director shall insure that the City employees periodically receive training in the CIRSA trenching and excavating standards.

5.5.7. Confined Space Entry Safety

A. No City employee shall enter any manhole or other confined entry space except in compliance with the procedures established by the City.

B. The Safety Coordinator along with Public Works Director shall insure that employees receive periodic training in such procedures.

5.5.8. Sewer Inspection and Servicing

The Utilities Department shall inspect all City sewers on a periodic basis and service them on a periodic basis. Records shall be maintained of inspections and service.

ARTICLE 6: WATER AND WASTEWATER TREATMENT PLANTS

5.6.1. Operator Certification

The Director of the Department of Public Works shall insure that all City wastewater treatment plant operators meet the applicable certification requirements of State law.

5.6.2. Chlorine Safety

A. Chlorine used at the wastewater treatment plant shall be handled, stored and used in accordance with the City's chlorine procedures.

B. The Utilities Director shall insure that the employees are trained in the procedures and maintain a record of such training. A chlorine safety drill shall be scheduled periodically.

5.6.3. Wastewater treatment plant personnel shall be trained and comply with the City's Confined Space Entry Safety procedures.

5.6.4. Site Security

The City wastewater treatment plant shall be fenced, and the fence maintained in proper condition and posted to prohibit entry of unauthorized people.

ARTICLE 7: FIRE AND EMERGENCY MEDICAL SERVICES

5.7.1. The City does not maintain a fire department.

5.7.2. Emergency medical services are provided by other agencies.

ARTICLE 8: PARKS AND RECREATION

5.8.1. Safety Inspections

A. The Director of Parks and Recreation shall conduct a safety inspection of all parks, playgrounds and recreational facilities at least once a year.

B. The Director of Parks and Recreation shall document the results of such inspections and shall maintain records of such inspections.

5.8.2. Complaint Log

The Parks Director shall maintain a Complaint and Service Request Log for parks and recreation facilities together with the similar logs for Public Works.

5.8.3. Swimming Pool Safety

The Aquatic complex performs and maintains records of daily, weekly and other periodic operations, including water balance and testing, cleaning, preventative and routine maintenance, repairs, accidents/incidents, attendance, annual inventories and inspections.

Staff are required to be certified in nationally recognized programs for pool operators, lifeguards and water safety instructors. Periodic training is conducted concerning operating standards, emergencies and reporting procedures.

5.8.4. Informed Consent and Waiver of Liability Forms

A. In the event the City sponsors any recreational activities, the Recreation Director shall confer with the City Manager to determine if it would be appropriate to obtain Informed Consent and Waiver of Liability Forms from the participants.

B. The appropriate Department Head shall maintain records of all such forms.

5.8.5. Training

The Parks Director shall insure that all employees, including seasonal employees, receive periodic training concerning hazards, safety precautions, incident reporting and emergency procedures regarding parks and recreational facilities and maintain records of such training.

ARTICLE 9: SANITATION

5.9.1. Safety Training

A. Refuse collection drivers shall participate in the defensive driving courses referenced in Section 5.3.1. and shall receive training in emergency procedures and refuse disposal procedures periodically.

B. The Utilities Director shall maintain records of such training.

ARTICLE 10: WORKMEN'S COMPENSATION MEDICAL  
AND CLAIM MANAGEMENT STANDARDS

5.10.1. Designated Physicians

The following physicians are hereby designated to treat municipal employees who sustain on-the-job injuries or illnesses:

Ericson Tentori or Surface Creek Family Practice - Delta,  
Delta County Memorial Hospital Emergency Room.

5.10.2. Light Duty Work Program

The City Manager and Department Head shall determine if a program of light duty can be developed for any employees who are injured on the job based upon available work and the needs of the City.

5.10.3. Back Injury Control Program

The Safety Coordinator shall provide for the participation of all employees in the insurance provider's Back Injury Control Program and maintain records of such activities.

5.10.4. Claim Reporting Procedure

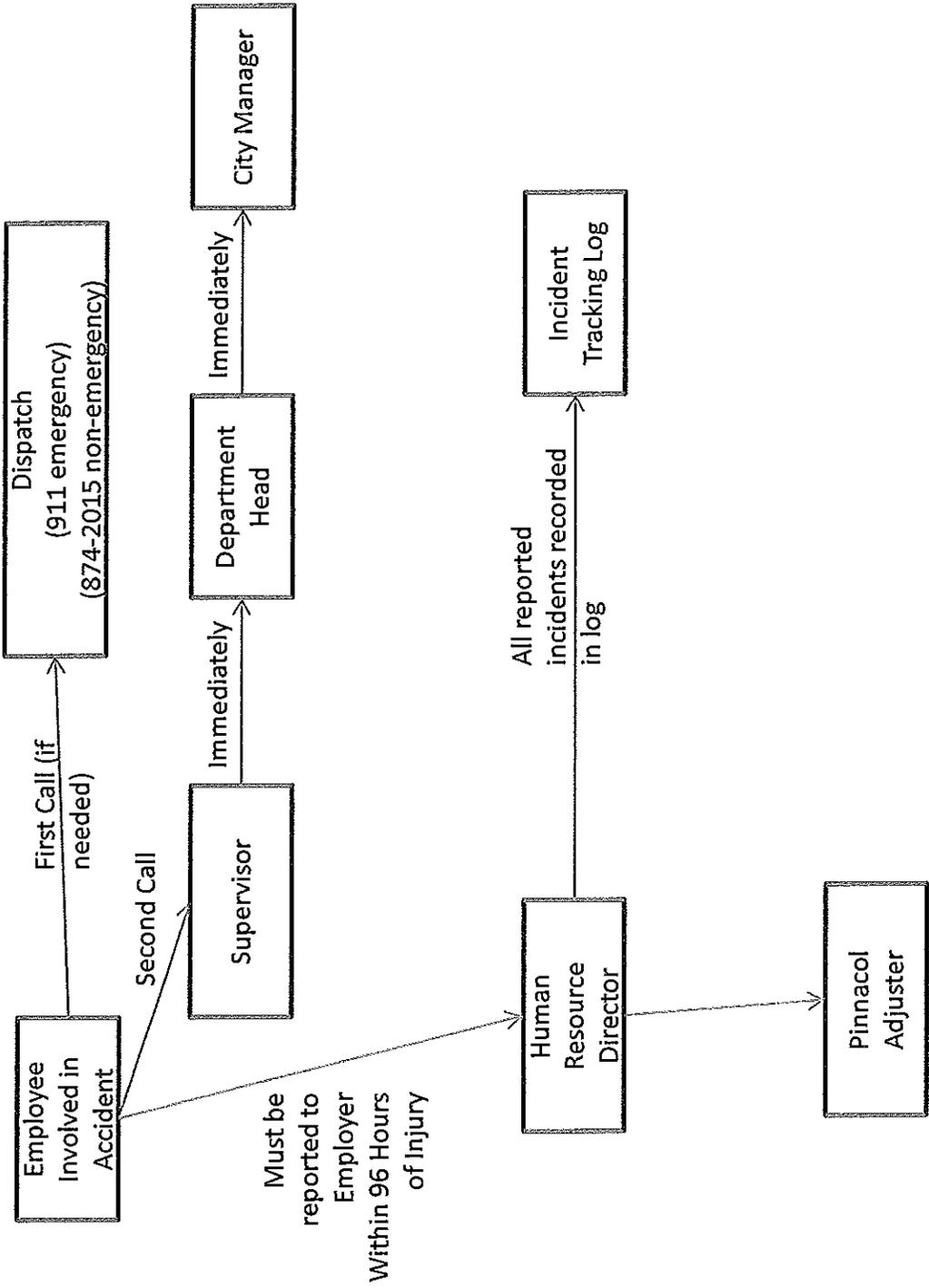
The Safety Coordinator shall insure that required reports of on-the-job injuries are filed promptly and maintain close liaison with the insurance provider, the employee and the physician. (See attached exhibits A & B)

5.10.5. First Aid Training

The City Department Heads shall insure that first aid training is provided to Department Heads and other key employees and maintain records of such training.

Adopted by Resolution #2, 1992, on June 2, 1992  
(Rev 01/2011)  
(Rev 07/2012)

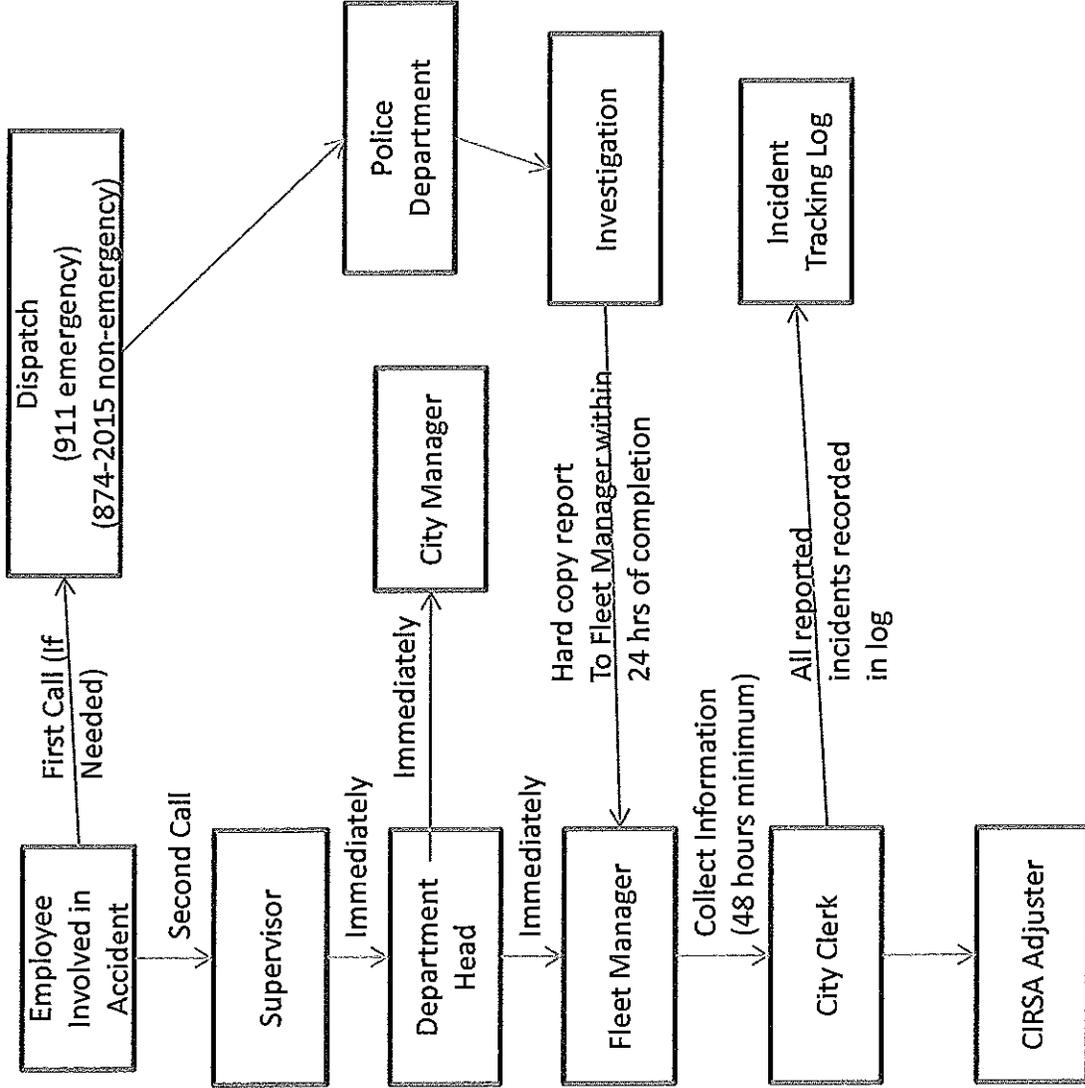
# EMPLOYEE INJURY ACCIDENT REPORTING FLOWCHART (20 September 2011)



\*\*\*Employee Drug Testing May Be Required Per Current City Policy  
 \*\*\*Additional Information Needs will be managed through HR Director

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VEHICLE/EQUIPMENT ACCIDENT REPORTING FLOWCHART (20 September 2011)



\*\*\*Employee Drug Testing May Be Required Per Current City Policy  
\*\*\*Additional Information requests from CIRSA will be managed through the City Clerk

City of Delta

Policies and Procedures Manual

Sun Safety Policy

Basic workplace Sun Safety policy for the City is as follows: Due to Colorado's high elevation and sunny climate which can lead to high UV exposure for outdoor workers, the following shall apply:

Employees' responsibilities

It is the responsibility of each and every employee to protect himself or herself from UV exposure through self education and protective items listed below.

Items of protection

Wear full-body coverage clothing that can includes, four inch or full brimmed hats that cover head, face, nose, ears and neck. Long sleeved shirts and full length pants made of tightly woven fabric that is lightweight. This strategy applies when temperatures are reasonable.

Eye protection

When reasonable sunglasses should be worn that protect from 100 percent of UVA and UVB.

Skin protection

Thirty minutes before going outside should apply a SPF15 or greater broad spectrum (UVA/UVB), water-resistant sun screen to exposed skin. Also the use of lip balm that has a SPF rating of at least 15.

04/2011  
Rev 06/2012

City of Delta

Policies and Procedures Manual

Travel Expenses

Expenses for employees traveling on City business will be paid either on a per diem basis or on a receipt basis at the discretion of the head of the department in question. The employee needs to complete a travel authorization form and have their Department Head sign off for approval. Once approved, they must present it to finance to receive their travel allowance.

**Adopted 03/1991**

City of Delta

Policies and Procedures Manual

Travel Policies

The City will reimburse employee and official travel expenses for trips which are taken relative to City business. Generally, travel expenses will not be paid for out-of-state trips, unless out-of-state travel has first been approved in writing by the City Manager or Department Heads. Expenses for spouses will be paid for the annual CML Conference and for the annual dinner meeting of the Delta Area Chamber of Commerce. Travel expenses will not be paid for spouses for other trips.

**Adopted 06/1987/City Council**  
**Rev 06/2012**

## City of Delta

### Policies and Procedures Manual

#### Shop Policy - Fleet Maintenance and Repairs

It is the intent of the City Shop to provide timely and quality service to all City Departments as it applies to vehicle and equipment maintenance and repair. Because the demand for the shop's time and effort is continuous and growing, the following policy is being implemented to maintain a high quality of service for all Departments. Failure to follow the policy will result in work not being completed as requested. A supervisor from each department will be assigned the role of Department Liaison to communicate with the Fleet Manager as identified below. This will ensure that all affected parties are aware of the service/repair need.

#### EMPLOYEE ROLES

**Public Works Director** - Responsible for overseeing the operations of the Internal Services Department, ensure budgets are followed and managing department employees.

**Fleet Manager** - Responsible for day to day operations within the fleet. Duties include, but are not limited to, overseeing fleet purchases including fleet specifications, scheduling repairs and maintenance, inventory management, managing mechanics and communicating with Department Liaisons.

**Lead Mechanic** - Responsible for maintaining schedules established by Fleet Manager and ensuring vehicles are diagnosed and repaired correctly and efficiently.

**Mechanic** - Responsible for completing tasks assigned by Fleet Manager and Lead Mechanic.

**Department Liaison** - A designated supervisory person within each department that uses vehicles and equipment owned by Internal Services responsible for communicating service and repair needs to the Fleet Manager. The Department Liaison must have authority to make decisions regarding equipment within that persons department.

#### SERVICE AND REPAIR POLICY

1. All vehicle/equipment repair requests must be signed by a supervisor or department head prior to contacting the shop. **ABSOLUTELY NO REPAIRS OR SERVICE WILL BE DONE WITHOUT A REPAIR REQUEST SIGNED BY A DEPARTMENT HEAD OR LIAISON.**

2. All repair requests are submitted to the Fleet Manager by the Liaison so the work can be scheduled. If the Fleet Manager is unavailable place the signed repair request in the middle box by the Fleet Manager's office door. The Fleet Manager will call or email the Department Liaison to schedule the work to be done.

3. Complete the Repair Request with as much information as possible so the shop knows what to expect when the vehicle or equipment is delivered to the shop.

4. In the event of an urgent or emergency situation, contact the Fleet Manager or the designated representative in the event of the Fleet Manager's absence to request immediate attention.

5. All equipment and vehicles shall be free of mud and debris on both the outside and inside. Wash all equipment prior to bringing to the shop. A wash bay is available at the City yard for washing City equipment and vehicles. The wash bay is open March through October from 7:00 a.m. to 5:00 p.m. Contact the Fleet Manager during the winter months (November through February) to make arrangements to use the wash bay. **IF MUD AND DEBRIS ARE NOT REMOVED, THE EQUIPMENT/VEHICLE WILL NOT BE MOVED INTO THE SHOP FOR THE SCHEDULED WORK UNTIL THE EQUIPMENT/VEHICLE IS CLEANED BY THE RESPONSIBLE DEPARTMENT.**

6. If small parts are needed (i.e. oil, buses, bulbs, etc.) operators must notify the Fleet Manager so that a ticket can be filled out **prior to receiving parts** to ensure proper record keeping.

7. Do not park equipment and vehicles directly in front of the shop. All items requiring service or repair shall be parked in the row of equipment east of the shop. Any vehicle parked in front of the shop will be moved and not repaired or serviced until the person who delivered it parks it in the appropriate place.

8. All communications with the shop shall be made through the Fleet Manager. Do not distract the mechanics in the shop because this disrupts the schedule causing delays to work in progress.

9. Do not loiter in the shop area. The shop is not intended to be a break room.

10. The shop only provides items directly related to shop operations and fleet needs. Items such as gloves, safety glasses, trash bags, first aid supplies, and other daily needs are the responsibility of each Department.

11. Tools shall not be removed from the shop **except by Internal Services department employees**. Each Department is responsible for providing all common use tools **and equipment needed to complete department specific tasks** for the use of their employees.

12. Specialized tools may be checked out from the Fleet Manager, as the tools are available.

13. In certain circumstances, deviations from this policy may be necessary. Contact the Fleet Manager or the Public Works Director, in the absence of the Fleet Manager, for approval of the variance prior to acting. Examples of a variance may include not requiring that all mud be removed from a vehicle or equipment that requires towing or emergency situations where the policy delays response time.

14. Tires:

a. Repair

When a department has flat tire, the department should take it in for repair **to a local tire shop** and bring the receipt from the tire shop with the unit number and hours/miles to the

Fleet Manager. This is more efficient and allows the affected department to get the equipment and vehicles in service more quickly. This is just for tire repair. **Tire replacement must be approved by the Fleet Manager.**

b. Replacement

At each service, all tires are inspected and evaluated. All tires have wear bars that determine the minimum tread depth. Most of the time this is a satisfactory indicators, however, the time of year is also a factor. For example, if a vehicle comes in for service and the tires are at 4/32nd and it is spring, the shop will allow the tires to remain on the vehicle longer, but if it is fall the tires are replaced.

The shop is following a policy being recommended by the tire industry council to be enacted into law. The recommendation is a 4/32nd minimum tread depth on all passenger vehicles and light trucks, and 5/32nd minimum tread depth for all medium and heavy-duty trucks. The time of year will also be a factor in determining replacement.

Fleet Maintenance Contacts will be provided by Departments to Fleet/Facility Manager (For Reference Only - 08/2011)

PUBLIC WORKS DIRECTOR  
 FLEET/FACILITIES MANAGER  
 LEAD MECHANIC  
 MECHANIC  
 MECHANIC  
 DEPARTMENT  
 PARKS  
 PUBLIC WORKS  
 ML&P  
 RECREATION CENTER  
 ADMINISTRATION  
 COMMUNITY DEVELOPMENT  
 POLICE DEPARTMENT  
 GOLF COURSE

08/2011

## City of Delta

### Policies and Procedures Manual

#### Vehicle/Equipment Security and Idling Policy

The following policy is being created to reinforce the need to keep City vehicles and equipment secure and to avoid unnecessary idling of vehicles and equipment that lead to safety concerns, higher fuel consumption and maintenance needs.

##### **Vehicle and Equipment Security**

- All City of Delta owned vehicles and equipment must have keys removed and locked (when equipped with a lock) at end of shift.
- If a City-owned vehicle or piece of equipment is going to be left unattended for any length of time during the work day, such as lunch time - turn off, remove keys from ignition, and lock the doors (when appropriate). Turn off battery disconnect switch when provided.
- Lock all storage and tool boxes on vehicles and equipment.
- Do not for any reason leave a vehicle or equipment running unattended.  
*(Vehicles/equipment may be allowed to idle or remain unlocked during emergency situations, but should always be under observation by a City employee when operating in these conditions.)*
- Keys shall be stored in a key storage box when the vehicle/equipment is not in use and at the end of each work shift.
- Policy will be followed for all vehicles and equipment, even if stored in a garage or fenced area.
- Personal vehicles and property shall be secured at all times at all locations where DOC crews work.

##### **Idling Policy**

- Initial Warm Up - Vehicles and equipment shall not be idled for a period to exceed the time specified by the Fleet Manager or as allowed by the operator manual.
- Project Use - Vehicles and equipment shall be turned off (subject to owner manual direction) whenever the equipment is not being used and when the operator exits the vehicle or equipment. *(Vehicles/equipment may be allowed to idle or remain unlocked during emergency situations, but should always be under observation by a City employee when operating in these conditions.)*
- End of Day - Vehicles and equipment shall follow the operator manual for appropriate cool down prior to shutting off vehicle/equipment and storing at the end of use.
- Allowing vehicles/equipment to idle increase wear and tear and results in more downtime and fuel consumption. It also increases worksite hazards when equipment idles while unattended.

City of Delta

Policies and Procedures Manual

Personal Use of City Vehicles

No City vehicle is assigned for any use that includes personal use. Dependents, friends, or individuals not having a business purpose for the City are not to be transported in City vehicles. No City vehicle assigned to an “on-call” employee or Department Head is to be used for personal reasons other than those that occur as a result of authorized uses or emergencies.

The only employees allowed to take home City vehicles are those concurrently designated as being on call-out. The call-out employees shall not take the City vehicles further than a five-mile radius from City Hall.

Operators of all City vehicles must possess a valid Colorado drivers license and be 18 years of age or older. Use of personal vehicles for driving on any City business are subject to the same age and driver’s license requirements.

A “no idling” policy shall apply to use of all City vehicles. This means that unless vehicles are actually being driven, they will be turned off and not allowed to idle and burn fuel needlessly.

Adopted 12/1989  
(Rev 09/2007)  
(Rev 06/2008)  
(Rev 06/2012)

## City of Delta

### Policies and Procedures Manual

#### Vehicle Allowance

For persons who receive a monthly vehicle allowance, this allowance is an all inclusive cost. This allowance amount covers such items as gas, oil, insurance, and repairs and maintenance costs. At no time shall a person with this allowance use a City's gas key or charge any amounts to the City for any vehicle costs.

City employees that are assigned a City vehicle are allowed an assigned City gas key for such vehicle. If the City vehicle is used for out of town trips, the employee may charge amounts to the City for this vehicle. All receipts are required for out of town charges.

For other City employees that do not receive a vehicle allowance or are not assigned a City vehicle, will be allowed to rent a vehicle, reserve an available City vehicle or use the standard per diem mileage amount per the IRS regulations for City business travel. The department head in charge of said employee will authorize which method to use.

**Adopted 11/1998**

City of Delta

Policies and Procedures Manual

Reporting and Review Procedures of Accidents  
and Incidents Involving City-owned Vehicles/Equipment

Any accident or incident involving a City vehicle or equipment should first be reported to the immediate supervisor. The supervisor then notifies the Department Head, the Fleet Manager, and the Police Department, depending on the severity of the accident or incident. All accidents and incidents should be reported to the safety coordinator for insurance purposes.

The supervisor or Department Head prepares a written report of the accident for the safety coordinator.

The Police Department provides a copy of the police report to the Department Head and the safety coordinator.

Damage estimates are procured by the shop and given to the safety coordinator for the insurance accident report.

The safety coordinator prepares the insurance accident report and submits it to the City Clerk, who will report it to the City's current insurance carrier. The safety coordinator provides the Fleet Manager a copy of the insurance accident report, which includes copies of the supervisor's report, the police report and the damage estimates.

The safety coordinator reviews accidents with the Safety Committee to determine the cause and possible action needed to prevent similar accidents in the future.

The safety coordinator directs any recommended preventive action or additional policies to the appropriate Department Head to be forwarded to employees as needed based on the accident review. In cases involving negligence, a continual series of accidents by an employee, violation of safety or other policies leading to an accident, or similar circumstances, the matter is to be referred to the City Manager and the appropriate Department Head for consideration of disciplinary action against the responsible employee.

Failure to follow the given procedures could result in disciplinary action.

Adopted 01/1998  
Rev 01/2011

City of Delta

Policies and Procedures Manual

Work by City-owned equipment and City crews on private property

Neither City-owned equipment nor City crews are to be used to do work on privately owned property in competition with private companies.

Adopted 06/1987/City Council

City of Delta

Policies and Procedures Manual

Reporting of Major or Important Issues to City Manager

The City Manager is to be notified of any major or important issues as soon as possible. Examples of such issues would include but not be limited to major waterline breaks, police matters of a serious nature, and electrical difficulties which could be significant. Failure to adhere to this Administrative Order will be considered a serious breach of administrative policy.

Adopted 11/1990

City of Delta

Policies and Procedures Manual

Advance Preparation and Distribution of Ordinances

Whenever possible, staff shall prepare and submit any proposed ordinance to Council to allow sufficient time for their review prior to the Council meeting at which staff will request the ordinance's adoption. Special effort shall be made to do so for proposed ordinances which would substantially alter the Municipal Code or which need careful study by Council prior to adoption.

**Adopted 1993/City Council**

City of Delta

Policies and Procedures Manual

Open Meetings and Sunshine Law

The City of Delta has elected to follow the procedures applicable to meetings of municipalities set out in C.R.S. 24-6-401, et. Seq. These procedures should be applied to the City Council, the Planning Commission and any other entity to which the City has delegated governmental decision making functions.

As of January 1, 1997, such procedures include:

All meetings of the lesser of (1) a quorum or (2) three or more members of any board at which any public business is discussed must be open to the public. This includes work sessions, telephone calls and e-mail.

Prior notice to the public is required of any meeting at which formal action occurs or a majority of the members or a quorum is either present or is expected to attend. Notice is adequate if posted in a designated place 24 hours in advance. Specific agenda information should be included if possible.

Minutes must be promptly recorded for any meeting at which formal action could occur and for all regular and special meetings.

Executive sessions can occur only at a regular or special meeting. They require a 2/3 vote of the quorum and an announcement of the general topic.

This policy does not apply to chance meetings or social gatherings at which the discussion of public business is not the central purpose.

In order to follow these procedures, the following will apply:

1. The designated posting site is designated as the official bulletin board for posting notices of all City Council and Board or committee meetings.
2. The City Clerk should be advised of all meetings and given the agenda if available at least 24 hours in advance.
3. The Clerk should post notices of all meetings (even City social functions) at least 24 hours in advance. A statement should be included in the minutes of each such meeting indicating whether a notice of the meeting was posted on the City Hall designated posting site 24 hours in advance of the meeting. All meetings, other than social functions, will be labeled as a regular or special meeting, including work sessions.

4. Prior to going into an executive session, a 2/3 vote must approve an announced topic for the executive session. Generally, executive sessions should be limited to the following topics and matters:

Property transactions, attorney/client matters, security arrangements, investigations, matters subject to negotiation, personnel matters, documents and matters required to be confidential by law.

5. If there are any questions, please consult the City Attorney.

6. If changes occur in the applicable law, these procedures will be conformed to such changes as appropriate.

Adopted 06/1991

Rev 01/1997

City of Delta  
Policies and Procedures Manual  
Public Records

## 1.0 PURPOSE

1.1 To set forth a general policy and procedures for providing access to public records maintained by the City in compliance with the standards and requirements of the Colorado Public Records Law, C.R.S. Section 24-72- 101, et seq. (the Act).

1.2 To establish reasonable and standardized fees for producing copies of and information from City maintained records as authorized by the Act.

## 2.0 SCOPE

2.1 The policy shall apply to all City records and copies of all information requested and/or released with the exception of those records covered under the Criminal Justice Records Act, in which case only the fees contained herein shall apply. If the records requested are criminal justice records, the requestor must file a records request with the Delta City Police Department.

## 3.0 POLICY

It is the policy of the City that public records shall be open for inspection at reasonable times in accordance with the Act. Public records, under certain circumstances, include electronic mail messages (email).

## 4.0 PROCEDURES

4.1 As designated by Charter, the City Clerk is the custodian of all public records which are maintained in the office of the City Clerk. Department Heads are the official custodians of all records maintained within their departments. Except, however, that each individual is the custodian of his or her incoming and outgoing email. It is the responsibility of each Department Head to become familiar with and to educate his/her affected employees with the standards and requirements of this Policy. A Public Records Request Form must be filed with the City Clerk or Department Head to initiate a request for a public record under the Act (except where the request is for a single page document, in which case a request form is not necessary).

4.2 Except as provided in Sections 4.3, 4.4 and 4.5 of this Policy, all public records as defined in the Act shall be open for inspection in the office of the records custodian during normal office hours observed by the Administrative Offices of the City of Delta.

4.3 Inspection of the following public records shall not be permitted:

4.3.1 If upon consultation with the City Attorney, it is determined that inspection would be contrary to any state statute, federal statute, or regulation issued thereunder or is prohibited by rules promulgated by the order of any court.

4.3.2 Communications from attorneys in the City Attorney's Office or other special counsel should not be released to any individuals other than those to whom the communication was directed without the consent of the attorney who wrote the communication or the City Attorney.

4.3.3 If, in the opinion of the record custodian, disclosure of the contents of any public record would do substantial injury to the public interest. Notwithstanding the fact that said record might otherwise be available for public inspection under the provisions of this policy, the records custodian may deny access to such public record, and at the direction of the City Council, the City Attorney's Office may apply to the Delta County District Court for an order permitting the records custodian to restrict such disclosure.

4.4 If the public records requested are not in the custody or control of the records custodian, the applicant may request a written statement explaining the reason for the absence of the records from such custodian's custody or control, their location and what person has custody or control of the records.

4.5 If the public records requested are in the custody and control of the records custodian, but are in active use or in storage and, therefore, not available at the time an applicant asks to examine them, the applicant may request a written statement to that effect. Upon written request of the applicant specifying exactly which documents are being requested, the custodian shall set a date and hour, within the following three full working days unless extenuating circumstances exist, at which time the records will be available for inspection. In the event that extenuating circumstances exist as defined in the Act; the custodian shall have seven full working days.

4.6 If a public record which is requested contains information which is exempt from disclosure (i.e. is not to be disclosed) under this Policy or the Act together with information which may be disclosed under this Policy or the Act, the records custodian shall not release such record. Except as determined by the records custodian, public records shall not be altered to permit disclosure where inspection of the public record without alteration, would otherwise be contrary to this Policy or the Act. The records custodian is not under a duty to create any new public record in response to a request.

4.7 Questions concerning requests for information should be directed immediately to the Office of the City Attorney.

4.8 In all cases in which a person has the right to inspect any public record pursuant to this Policy, copies, printouts, plots, or photographs of such records may be provided to the applicant. Prior to the reproduction and/or receipt of such record, the applicant shall pay a reasonable fee for such service. The costs of reproduction as stated in this section have been determined to be the cost of the City in producing such documents.

4.8.1 Periodically situations will arise concerning the charging of fees that will require flexibility and common sense. To provide that flexibility, Department Heads are authorized to make decisions on situations not specifically covered by this Policy. All decisions must be made

within the general intent of this Policy and in the best interest of the City.

4.8.2 Brochures and pamphlets produced specifically for assistance and convenience of citizens and businesses in complying with municipal regulations are not affected by this Policy and may be distributed free of charge.

4.8.3 Copies of any books the City has printed, i.e. the Code book, are available at the City's cost to have them printed.

4.8.4 No fee will be charged to employees of the City for copies, up to 25 pages per year, of information maintained by the Human Resources Department, provided the information specifically pertains to the requesting employee. Copies of personnel information otherwise requested by an employee under the provisions of the Act will be provided at the rate set forth in the Fee Schedule.

4.8.5 No fee will be charged to employees of the City for copies of documents required in carrying out their officially assigned duties within the scope of public service.

4.8.6 The office of the City Clerk will provide copies of the Council agenda. Individuals requesting copies of the agendas to be mailed must supply the office of the City Clerk with self-addressed stamped envelopes. No fee will be charged for faxing agendas locally.

4.9 Upon receipt of an Open Records Act request, the Clerk shall prepare a cost estimate of the cost of service, including copying charges for any copies requested and research or other fees. If the cost estimate exceeds \$50.00, the applicant must pay a deposit of \$50.00 in advance. By signing the estimate, the applicant shall agree to pay the total cost when the records are made available. The City Clerk will research and compile the records in response to the Open Records Request and shall notify the applicant of the completion of the request, the availability of the records, and shall collect any remaining fees due before any copies of records are turned over to the applicant.

General Fees

All fees must be applied consistently.

Audio Tapes/CDs	\$5 per tape/CD
Photo Copies	\$.25 a page copied
Certified Copies	\$1.25 per page
Emailed Copies	\$20 per hour for requests requiring more than 15 minutes of staff time, in 15-minute increments
Research Fees	\$110 per hour for requests requiring City Attorney time, in six-minute increments
Custom Maps	
Telefaxed copies	\$.25 for each page faxed
Research Fees	\$20 per hour for requests requiring more than 15 minutes of staff time, in 15-minute increments
Postage Fees	Actual cost
City Code	\$50.00 each
Annual Supplement	\$10.00/year
Standards & Specs	\$30.00 each
Photographs	\$5.00 plus cost of reproduction
<u>Map and Plat Fees</u>	
Black line copies	\$5.00
Colored Zoning Map	
E size (36x48)	\$5.00
Wall size (70x100)	\$20.00
Public Works/Utilities Map	
Water/sewer	
D size (24x36)	\$5.00
B&W 6" pixel orthophotos and 2ft contours on CD	\$25.00
Any GIS data loaded onto CD	\$5.00
Thumb drives	
11x17	\$2.00 per page
C size (17x24)-D size (24x36)	\$5.00 per page
E size (36x48)	\$10.00 per page



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

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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: July 12, 2012  
Subject: July 28<sup>th</sup>, 2012 Fireworks Show

---

### **Recommendation**

Staff recommends approval of the request from the Delta Volunteer Fire Department to proceed with a fireworks show at Confluence Park on July 28<sup>th</sup>, 2012.

### **Background**

The Delta Volunteer Fire Department submitted a request to conduct a fireworks show for the 4<sup>th</sup> of July. They cancelled the show for various reasons. They are now seeking approval to conduct the show on July 28<sup>th</sup>, 2012.

### **Cost**

There is no cost to the City.

### **Action to be Taken if Approved**

The permit will be issued once approved by Council.

### **Suggested Motion**

I move to approve the permit for a fireworks show conducted by the Delta Volunteer Fire Department at Confluence Park on July 28<sup>th</sup>, 2012.



# DELTA VOLUNTEER FIRE DEPARTMENT

District No. 1

P.O. Box 731  
Delta, CO 81416-0731

7-12-12

City of Delta:

As you well know we chose to postpone our show this year due to abnormal conditions not only here but throughout the state. With your approval we would like to display our show at Confluence Lake on the evening of the 28<sup>th</sup> of July. As you all know have a long tradition of providing a safe, large and colorful show for all residents in not only the City of Delta, but the surrounding area.

Again thanks for your time in this matter and thank you for the continued support of the City of Delta with our show including but not limited to dumpster use on the day of the ~~28<sup>th</sup>~~, backhoe use and cleanup the following day.

Thanks Again,

A handwritten signature in black ink, appearing to read "Jason Cooley", with a long horizontal flourish extending to the right.

Jason Cooley

Station Manager

Delta Volunteer Fire Department



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

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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: July 13, 2012  
Subject: Delta County Memorial Hospital Foundation Special Events Permit Application

---

### **Recommendation**

Staff recommends approval of the application for a Special Events Liquor Permit to the DCMH Foundation for their event scheduled for September 22, 2012.

### **Background**

The Delta County Memorial Hospital Foundation has submitted an application for a Special Events Liquor Permit for a fund raising event at Lion's Pavilion. The application specifies that they plan to sell malt, vinous and spirituous liquor from 7:00 am to 2:00 pm. The application is complete and the fees, \$35 to the City, and \$25.00 to the State, have been paid. A sign notifying the public of this hearing has been posted at the site for at least ten days as required by law. As of the writing of this memo, no comments either for or against the approval of the application have been received.

### **Cost**

There is no cost to the City.

### **Action to be Taken if Approved**

The Mayor and Clerk will sign the application, and the Clerk will mail it to the State, who will review it and issue the permit.

### **Suggested Motion**

I move to approve the Delta County Memorial Hospital Foundation's application for a special events liquor permit for September 22, 2012.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL    | <input type="checkbox"/> ATHLETIC                              | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                  |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES  |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |   |

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

<b>DO NOT WRITE IN THIS SPACE</b>
LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Delta County Memorial Hospital Foundation</i>	State Sales Tax Number (Required) <i>98-00207</i>
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>1501 E. 3rd St. Delta, CO 81416</i>
---

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Confluence Park 530 Gunnison River Dr. Delta, CO 81416</i>
--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES/SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Carol Wieburg - President</i>		<i>3603 Cedar Dr, Delta CO 81416</i>	<i>970-874-9215</i>
5. EVENT MANAGER <i>Dan Burke</i>		<i>32683 Hwy 92 Hotchkiss CO 81419</i>	<i>970-872-2274</i>

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <i>1</i>
--

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT								
Date	From	To	Date	From	To	Date	From	To
<i>9/22/12</i>	<i>7 A.m.</i>	<i>3 P.m.</i>						

**OATH OF APPLICANT**  
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE <i>Kathleen D Snamel</i>	TITLE <i>Treasurer</i>	DATE <i>6/22/12</i>
------------------------------------	------------------------	---------------------

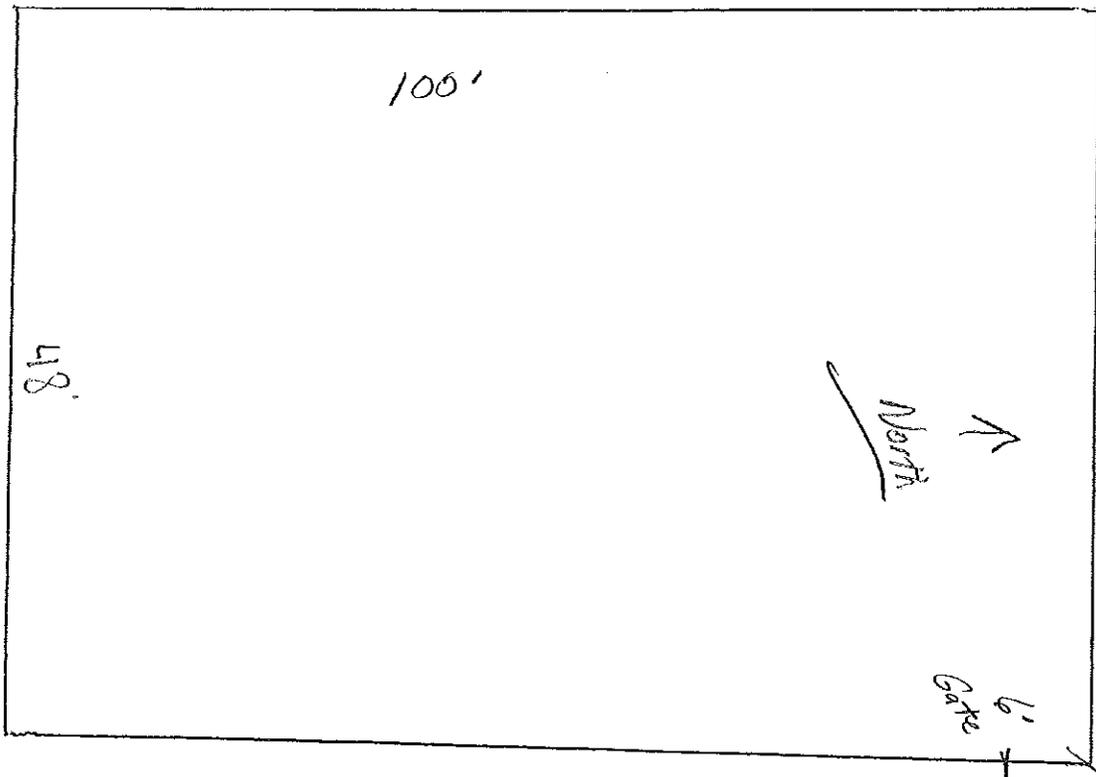
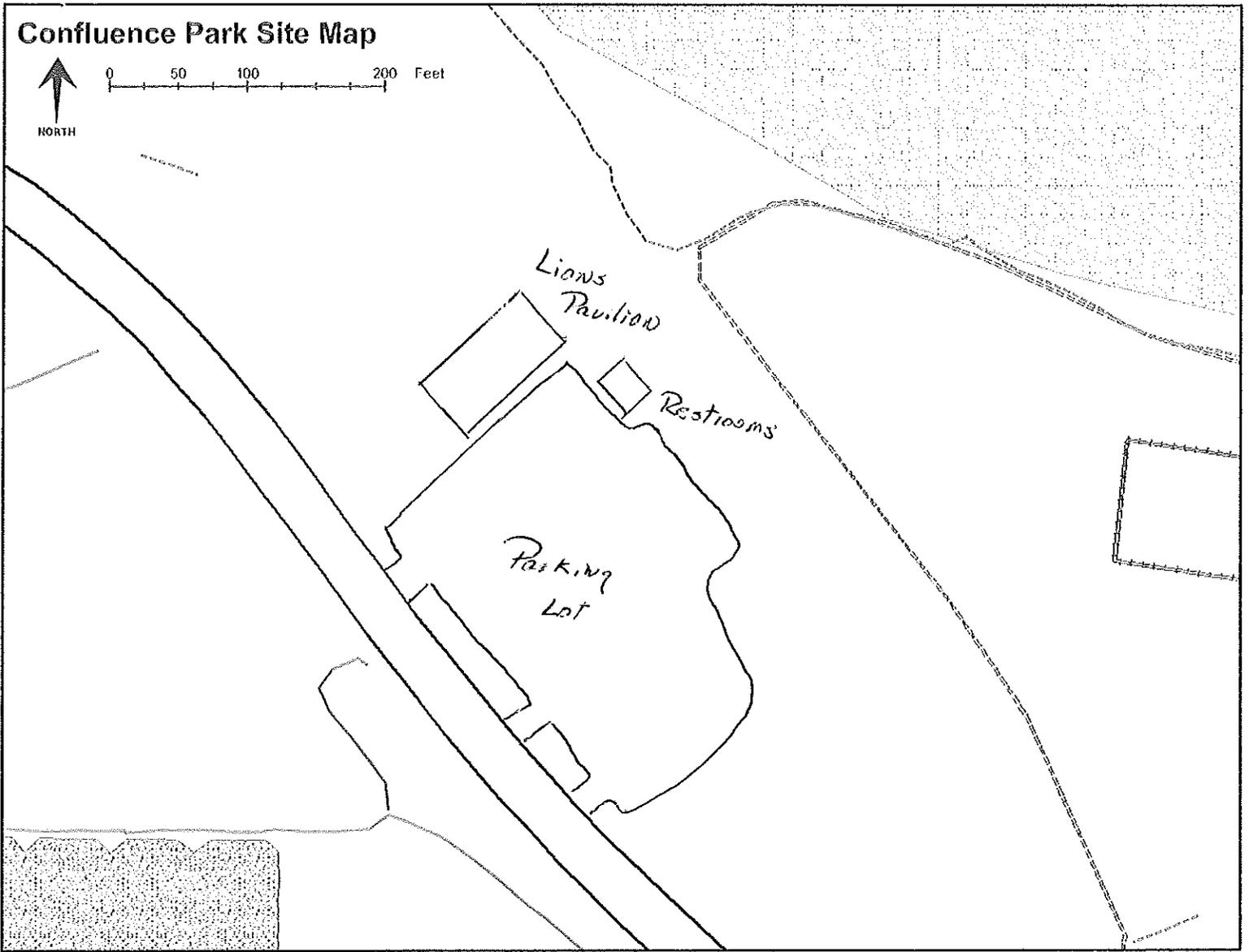
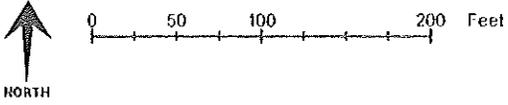
**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**  
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

# Confluence Park Site Map





Paul Suppes  
Parks Director  
874-7973

# Memo

To: Kathleen Sramek  
Delta County Hospital  
Education and Marketing

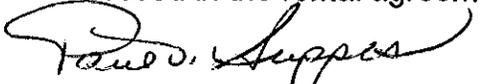
From: Paul D. Suppes

Date: 05-22-12

Subject: Special Events permit for Lions Pavilion.

---

The City of Delta's Parks Dept. is giving permission to the Delta County Hospital to host a fund raising event at Confluence Park and specifically the Lions Pavilion. As long as they meet all of the licensing requirements of the State of Colorado's Liquor Board, and the City of Delta and the Delta Police Dept. requirements. We will also provide the Panels that are required to fence in the beer garden area. All other items will be addressed in the rental agreement.

  
Paul D. Suppes Parks Director.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO  
CERTIFICATE OF REGISTRATION

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**DELTA COUNTY MEMORIAL HOSPITAL FOUNDATION**

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20043003790.

The status of its registration is **GOOD**, and this status has been in effect since 04/05/2012.

The organization's registration is or was due to be renewed by 08/15/2012.

Registrations in good or delinquent status remain valid until the registration becomes suspended or revoked. An organization whose registration has been suspended is prohibited by law from soliciting contributions, providing consulting services in connection with a solicitation campaign, or conducting a solicitation campaign in Colorado.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 06/08/2012.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 06-08-2012 12:41:54



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado



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

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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: July 12, 2012  
Subject: Retail Liquor Store License Renewal for Spirits, Inc. /DBA Moonshine Liquor

---

### **Recommendation**

Staff recommends approval of a retail liquor store license renewal for Spirits, Inc. /DBA Moonshine Liquor located at 268 Hwy 92. The Police Department's report and recommendation is attached.

### **Background**

The current liquor license expires September 6, 2012.

### **Cost**

There is no cost to the City to renew this license. The applicant has paid the \$227.50 renewal fee to the State, the City renewal fee of \$97.50 as well as the City liquor occupation tax of \$300.00.

### **Action to be Taken if Approved**

The Mayor and Clerk will sign the renewal application, and the Clerk will mail it to the State, who will review the application and issue the State license.

### **Suggested Motion**

I move to approve the retail liquor store license renewal for Spirits, Inc. /DBA Moonshine Liquor.

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**



SPIRITS INC  
 MOONSHINE LIQUOR  
 268 HIGHWAY 92  
 DELTA CO 81416-2044

License Number 25-43597-0000	License Type 1940
Liability Information 18 011 445310 C 090705	
Business Location  268 HIGHWAY 92 DELTA CO	
Current License Expires SEP 06, 2012	
<b>DEPARTMENTAL USE ONLY</b>	
Total Amount Due	
Total Paid \$	Date

- 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.

**This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.**

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>Toni Lackey</i>	Date 5 July 12	Business Phone 970 874 4828
Title president	Sales Tax Number 25-43597-0000	
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 <b>MOONSHINE LIQUOR</b>	LICENSE NUMBER (Use for all reference) <b>25-43597-0000</b>	PERIOD <b>09-13</b>
TYPE OF LICENSE ISSUED <b>RETAIL LIQUOR STORE LICENSE - MALT, VINOUS, AND SPIRITUOUS</b>	CASH FUND	STATE FEE
	2320-100(999)	1940-750(999)
	\$ 50.00	\$ 50.00
		CITY 85% DAP 2180-100(999) \$ 127.50

SUB-TOTAL \$ 227.50

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

TOTAL AMOUNT DUE \$ \_\_\_\_\_

## 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>Moonshine Liquors</b>		State License Number <b>25-43597-0000</b>	
1. Operating Manager <b>Toni Lackey</b>		Home Address <b>18595 Ward Creek Rd. Cedaredge, CO 81413</b>	
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <b>rented</b> If rented, expiration date of lease: <b>2/28/2017</b>			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 type="checkbox"/> No <input checked="" type="checkbox"/>
<b>7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions.</b>			
<b>Since the date of filing of the last annual license application:</b>			
(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 fees 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 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 <b>Toni Lackey</b>		Printed name <b>Toni Lackey</b>	Date <b>1/5/12</b>

## COMMERCIAL LEASE

This Commercial Lease made this 26<sup>th</sup> day of February, 2012, by and between Clifford V. Clampitt, whose address is 20190 I-50 Road, Austin CO 81410, hereafter referred to as "Landlord", and Spirits, Inc., whose address is 268 Hwy 92, Delta CO 81416 hereafter referred to as "Tenant".

### 1. LEASED PREMISES

1.1 Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the property at 268 Hwy 92, Delta CO 81416 (hereinafter referred to as the "Leased Premises" or "Premises"), upon terms and conditions set forth herein:

### 2. TERM

2.1 Initial Lease Term. The term of this Lease shall be five (5) years, commencing on March 1, 2012 and expiring February 28, 2017.

### 3. RENT

3.1 Tenant shall pay to Landlord rent as follows:

A. During the term of this Lease, Tenant shall pay to Landlord, as Base Rent for the Premises, \$1,750.00 per month for the first year; \$1,850.00 per month for the second year; \$1,950.00 per month for the third year; \$2,050.00 per month for the fourth year; and \$2,150.00 per month for the final year. All Base Rent shall be paid without notice in advance on the first (1<sup>st</sup>) day of each month to Landlord at the address set forth above. Base Rent due and owing by Tenant to Landlord shall be considered delinquent, and Tenant shall be in default of this Lease, if rent is not received by the Landlord at the above address by the tenth (10<sup>th</sup>) day of the month. Landlord, among its remedies herein, shall charge a delinquency fee of 5% of the amount of any late payments of rent and any amounts past due shall accrue interest at the rate of 12% per annum.

3.2 Additional Rent- Utilities and Expenses.

A. Tenant agrees to pay all utility charges for the Premises including those for, gas, water, sewer, electric, cable and telephone services, and other utility charges.

### 4. SECURITY DEPOSIT

4.1 A security deposit of \$600.00 has been paid to Landlord. Tenant agrees to leave said security deposit with Landlord during the term of this Lease for the purposes of (i) guaranteeing the payment of all sums due Landlord hereunder; (ii) guaranteeing

Tenant's performance under the other terms and conditions hereof; and (iii) as security against damage to the Leased Premises (normal wear and tear excepted) and the cost of cleaning the Leased Premises after Tenant has vacated the Leased Premises. Landlord agrees that if all the obligations and covenants herein imposed upon Tenant have been fully complied with and Landlord has not been damaged as a result of injury to the Leased Premises (normal wear and tear excepted) and has not been required to clean the Leased Premises, then, in that event, Landlord shall refund to Tenant the security deposit. If Tenant defaults in any of the terms and provisions hereof, Landlord shall have the right to apply so much of the deposit to compensate Landlord for the damages thereby sustained and, if any balance remains after application, to return the same to Tenant. Within sixty (60) days of vacation of the Leased Premises by Tenant, Landlord shall provide Tenant with a written statement as to damages, cost of repairs and/or cleaning and the amount of security deposit, if any, to be returned to Tenant.

## 5. ALTERATIONS AND ADDITIONS.

5.1 Except as set forth herein, Tenant shall not make any alterations, additions, or improvements to any part of the Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. If Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, they shall be made by Tenant at Tenant's sole cost and expense, and any contractor or person selected by Tenant to make them must first be approved in writing by Landlord, which consent shall not be unreasonably withheld.

5.2 No change or alteration shall be undertaken until Tenant shall have procured and paid for all required municipal and other governmental permits and authorizations of the various governmental entities having jurisdiction. All plans and specifications relating to any change or alteration shall be submitted to Landlord for his approval, which shall not be unreasonably withheld. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all building and zoning laws, and with other laws, ordinances, orders, rules, regulations, and requirements of all federal, state, local governments and homeowner associations having jurisdiction.

5.3 Tenant shall indemnify, defend and hold Landlord harmless from any and all claims arising from Tenant's activities in or about the Premises, including activities contemplated under this Article 5, and shall further indemnify, defend and hold Landlord harmless from and against any and all claims, damages and liabilities arising from any such activities and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

5.4 Any alterations, additions, or improvements made by Landlord or Tenant during the term of this Lease shall, on the expiration of the Lease Term, become a part of the

Premises and belong to Landlord and shall be surrendered with the Premises. Tenant shall remove all trade fixtures, furniture, appliances and fixtures within the Premises upon the expiration of the Lease and shall repair any and all damage caused by the removal of same.

## **6. COMPLIANCE WITH LAWS AND RULES AND REGULATIONS**

6.1 Tenant shall, at Tenant's sole cost and expense, comply with all applicable governmental and quasi-governmental statutes, ordinances, rules and requirements and any owner's or tenant's association in effect during the term and regulating the use by Tenant of the Leased Premises.

6.2 Hazardous Activities. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which may be deemed a "hazardous waste" or which will contravene the insurance policies insuring the Building against loss or damage by fire or other hazards, or which will prevent the procuring of such policies in companies acceptable to Landlord or cause an increase in the premium therefore. Tenant shall be solely responsible for the cost of expense of removing any "hazardous wastes" which are brought to and/or disposed upon or within the Building by Tenant or any contractor, agent or employee of Tenant.

## **7. USE OBLIGATION**

7.1 Tenant covenants that the Leased Premises and Building shall be used only for those uses permitted by the laws and regulations of applicable government authorities, and specifically for the purpose of operating an accounting office and practice. Tenant shall not use nor permit the use of the Premises and Building in any manner that will tend to create waste or a nuisance. Tenant agrees that any equipment or fixtures used in connection with its business, whether placed within the Premises or elsewhere, shall not create unreasonable noise, vibration or other disturbances.

7.2 Tenant agrees to defend, indemnify and hold harmless Landlord, its officers, agents and representatives against and from any loss, liability or expense, including without limitation, attorney's fees, arising from Tenant's use of the Premises.

## **8. MAINTENANCE AND REPAIR**

8.1 Landlord shall be responsible for capital repairs to the Building and shall keep and maintain the roof and structural portions of the Building in good order, condition and repair; except that Tenant shall promptly repair any damage caused thereto by its act or negligence or that of its employees, agents, invitees, subtenants, licensees, assignees, or contractors. The cost of performing any maintenance or repairs caused by the negligence or misuse of Landlord, its employees, agents, or invitees, or the

failure of Landlord to perform its obligations under this Lease shall be paid by Landlord.

## 9. TRASH AND MAINTENANCE OF PUBLIC AREAS

9.1 Tenant shall be responsible for its own trash and snow removal and for keeping the sidewalk outside of the Premises free from snow and ice and from debris and clutter deposited by Tenant or any of Tenant's agents, employees, invitees, customers, clients or guests. Tenant agrees to keep the Premises in a good, clean and sanitary condition and appearance, free from trash, dirt, inflammable materials, snow and ice, and to keep the Premises free from noxious or objectionable odors.

## 10. ACCESS

10.1 Landlord and its agents shall have the right to enter the Premises upon forty-eight (48) hours written notice, except in the case of emergencies, for the purpose of inspecting the Premises, showing the Premises to prospective purchasers and lenders and making such alterations, repairs or additions to the Premises or the Building as Landlord may deem necessary or desirable.

## 11. NO LIENS

11.1 Prior to commencement of any work, including tenant improvements, by any architects, engineers, contractors, suppliers or any person who may have the right to any lien pursuant to the laws of the State of Colorado, Tenant agrees to obtain lien waivers from all such individuals who may file a lien against the Premises. Tenant hereby agrees to indemnify Landlord from any and all liability against any litigation, claims or suits relating to any liens that may result from any work or materials that may be provided to the Premises pursuant to Tenant's rights under this Lease.

## 12. INSURANCE

12.1 **Liability Insurance.** Tenant shall obtain and keep in force during the term of this Lease a policy of comprehensive general liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage. Tenant shall procure such insurance and pay premiums thereon. Such liability insurance shall include full liability coverage, insuring Landlord and Tenant against liability arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto. No such policy shall be cancelable or modified except after ten (10) days written notice to Landlord.

12.2 **Proof of Insurance.** Proof of insurance coverage shall be provided to Landlord within thirty (30) days of execution of this Lease. The limits of said insurance shall not limit the liability of Tenant hereunder. Landlord shall be named as an additional

insured. If Tenant fails to procure and maintain said insurance, Landlord may procure the insurance, and charge the cost of the premium to Tenant as Additional Rent.

**12.3 Fire Insurance.** Landlord shall obtain a fire insurance policy to insure against loss by fire and extended perils applicable to the Building protecting Landlord and Tenant against such liability in an amount of not less than \$1,000,000. Tenant shall pay the cost of fire and extended perils insurance actually incurred by Landlord. Tenant shall not do or permit to be done any act in the Premises which will invalidate the Certificate of Occupancy or the terms of fire insurance or other insurance policies covering the Building and/or fixtures and contents. Tenant shall not do or permit to be done anything in a manner which shall increase the rate of insurance over the rate in effect at the commencement of the term of this Lease. In the event of such increase, Tenant shall reimburse Landlord for additional insurance premiums paid thereafter by Landlord.

**12.4 Tenant's Insurance.** Tenant shall obtain and maintain, at Tenant's sole cost and expense, "Renter's Insurance" and insurance on Tenant's personal property located within the Premises. Landlord further recommends that Tenant obtain business interruption insurance.

### **13. DAMAGE OR DESTRUCTION**

**13.1 Damage or Destruction.** In the event the Premises shall be damaged by fire or other casualty, and are rendered untenable in whole or in part, Tenant shall have the option of terminating or continuing the Lease. Within ten (10) days after the fire or other casualty, Tenant shall give Landlord written notice of its election to either terminate or continue the Lease. In the event Tenant elects to terminate the Lease, Tenant shall thereupon surrender to Landlord the Premises and all interests hereunder and Tenant shall pay rent, pro-rated to the date of termination, up to the date of termination of the Lease. Tenant's security deposit shall be returned to Tenant within thirty (30) days after the date of the notice of election. In the event Tenant elects to continue the Lease, the Base Rent and Additional Rent shall be pro-rated so that Tenant pays for only that part of the Premises which are tenantable. Landlord shall promptly make all necessary repairs to restore the Premises to their condition prior to such occurrence at Landlord's sole costs and expense. At such time as the Premises are returned to their conditions prior to such occurrence, Tenant shall be responsible for payment of the Rent unabated.

**13.2 Damage or Destruction Caused by Tenant.** In case of damage caused by the fault, neglect or willful act of Tenant, its employees, agents, or invitees, Tenant shall promptly make all necessary repairs to restore the Premises to their condition prior to such occurrence at Tenant's sole cost and expense and the rental provided for in this Lease shall not be abated.

13.3 So long as such damage or destruction is not caused by Landlord's breach of any of the terms of the Lease, Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

#### 14. DEFAULT

14.1 The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- A. The vacating or abandonment of the Premises by Tenant;
- B. The failure by Tenant to make any payment of Base Rent, Additional Rent due or any other payment required to be made by Tenant hereunder, as and when due, except that Tenant shall have fifteen (15) days within which to cure any non-payment of Base Rent, Additional Rent due or any other payment required to be made by Tenant hereunder;
- C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; or
- D. The making by Tenant of any general assignment, or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the attachment or seizure of substantially all of Tenant's assets located at the Premises where such seizure is not discharged within sixty (60) days; the filing of any lien for unpaid utility charges, Federal, State, FICA, withholding, sales, or income taxes that is not dismissed or vacated within sixty (60) days.

#### 15. REMEDIES

15.1 **Default by Tenant.** In the event of any default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, have the rights and remedies hereinafter set forth, which shall

be distinct, separate and cumulative and shall not operate to exclude or deprive the Landlord of any other right or remedy allowed it by law or equity.

- A. Landlord may terminate this Lease by giving Tenant notice of Landlord's intention thereof, in which event the term of this Lease shall end, and all right, title and interest of the Tenant hereunder shall expire on the date stated in such notice;
- B. Landlord may terminate the right of the Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession of the Premises or any part thereof shall cease on the date stated in such notice;
- C. Landlord may enforce the provisions of this Lease and may enforce and protect the rights of the Landlord by an action in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease;
- D. Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and attorney's fees, incurred in enforcing Tenant's obligations under this Lease or incurred by Landlord in any litigation, negotiation or transactions in which Tenant causes Landlord to become involved or concerned; and/or
- E. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Colorado.

**15.2 Default by Landlord.** Landlord shall not be in default unless the Landlord fails to perform obligations, covenants, conditions or provisions under this Lease and where such failure continues for more than a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord.

**15.3 Remedies of Tenant.** In the event that Landlord is in default under this Lease, Tenant may at any time thereafter, with written notice to Landlord and without limiting Tenant in the exercise of any right or remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Tenant of any other right or remedy allowed it by law or equity.

- A. Tenant may enforce the provisions of this Lease and may enforce and protect its rights by an action in equity or law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy,

including recovery of all moneys due or to become due to Tenant under any of the provisions of this Lease; and/or

- B. Landlord shall pay all of Tenant's court costs and attorney's fees incurred in enforcing Landlord's obligations under this Lease.

### 16. ASSIGNMENT AND SUBLETTING

16.1 Any assignment of this Lease or subletting of the Premises shall require the written consent of Landlord. Said consent shall not be unreasonably withheld. However, Landlord shall have the absolute right to refuse any assignment of this Lease or subletting if Tenant's proposed subtenant is any real estate company. Further, Landlord's consent shall be deemed reasonably withheld if Tenant's proposed subtenant does not have the financial strength or credit to perform the Tenant's terms, conditions, obligations of this Lease, or if Landlord can demonstrate that the proposed Tenant lacks the necessary experience and skills to carry on a business operation to the standard and rent level established by the Tenant.

Spirits, Inc., Tenant

By Toni Lackey  
Toni Lackey, President

Clifford V. Clampitt  
Clifford V. Clampitt, Landlord



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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 Spirits, Inc.  
DBA: Moonshine Liquors

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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



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

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## MEMO

To: City Council, City Manager  
From: Rob Sanders, PGA  
Date: July 13, 2012  
Subject: Sign Bids

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### **Recommendation**

Staff recommends Council consider approval to purchase signs for Devil's Thumb Golf Club.

### **Background**

The City of Delta has been working to obtain approval from CDOT for signage on Hwy 50 at the intersection of H-38 Road. After submitting design work to CDOT and receiving approval on the sign design, Devil's Thumb staff went out to bid and received two bids that meet the project specifications. Staff has personally interviewed each company and inspected work they have done for previous clients and are bringing the following recommendation to Council. In Design Signs is the low bid. The Parks Department will be adding landscaping after the sign installation and will be responsible for the upkeep of the landscaping and signage.

### **Cost**

The cost for sign construction bid by In Design Signs is \$8,640 for two signs. The cost for the sign supports is approximately \$400. This amount will exceed the marketing budget by approximately \$5,120.

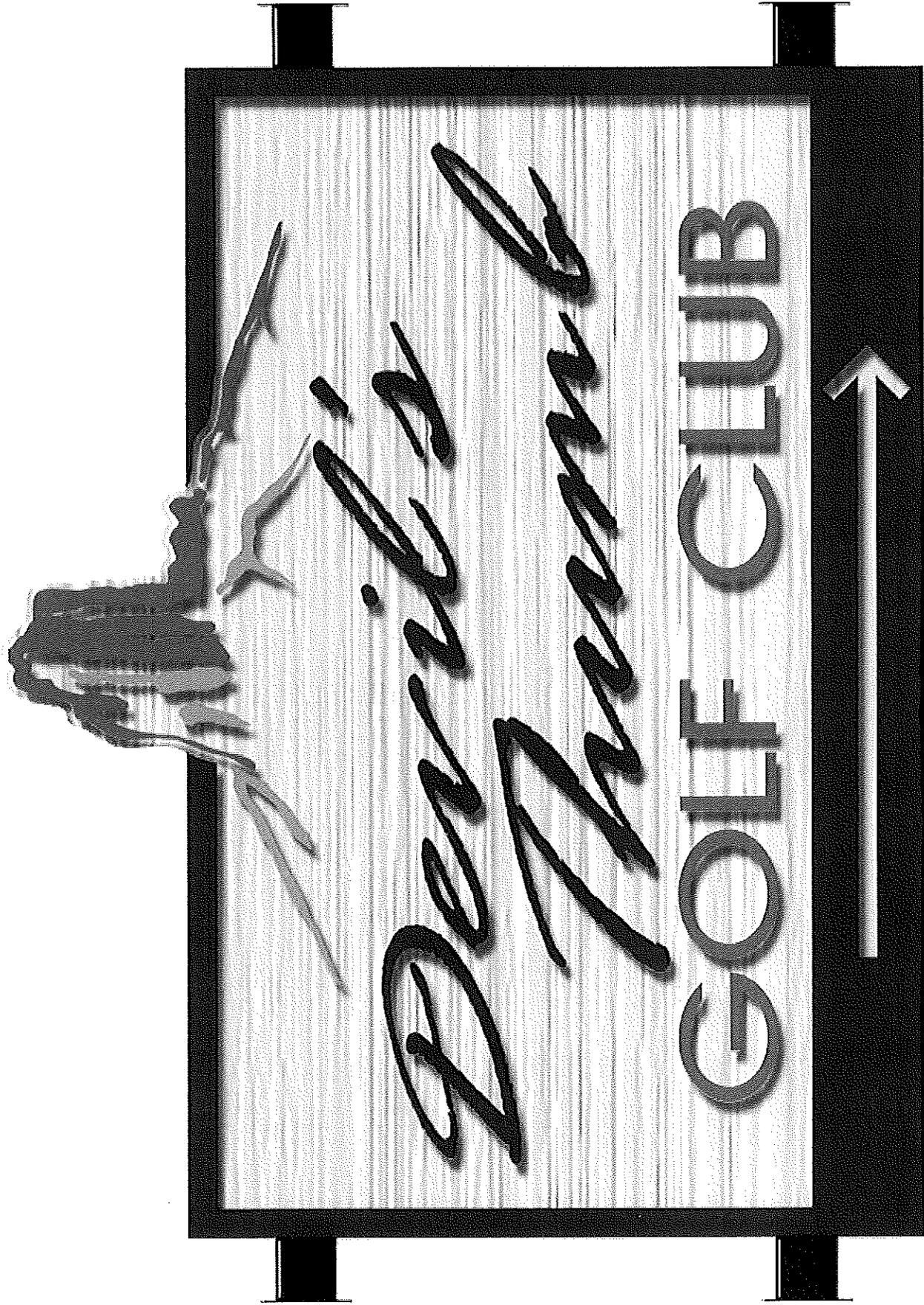
### **Action to be Taken if Approved**

Devil's Thumb staff will proceed with purchasing and installing the new sign. This will be a joint effort of the Parks Department and Devil's Thumb Golf Club.

### **Suggested Motion**

I move to approve staff to proceed with purchasing signs for Devil's Thumb Golf Club.

76 in



60 in


**IN DESIGN SIGNS**  
 DESIGNS AND LAYOUTS ON THIS PAGE ARE THE  
 CREATIVE PROPERTY OF IN DESIGN SIGNS, L.L.C.  
 AND MAY NOT BE USED BY ANY OTHER PERSON OR COMPANY.  
 VIOLATION WILL RESULT IN PROSECUTION.



Colorado Sign Studio  
 1112 Main St.  
 Delta, CO 81416  
 Phone 970-874-3396  
 Fax 970-874-7988

# Estimate

Date	Estimate #
6/26/2012	255

Name / Address
Devils Thumb Golf Club 874-6262 Rob Sanders PGA General Manager

Item	Description	Qty	Rate	Total
sanablasted	Devils Thumb Golf Course -Material- HDU 4 inch, single face, raised lettering, logo, border -Devils Thumb image cut out on top, -Internal metal frame and brackets for mounting Size 6 ft 4 inches wide x 5 ft in height. Border and lettering- dark brown Background- light beige. *as per sign spec. sheet ***REVISED 7-09-2012 (AS PER DISCUSSION WITH ROB AND DENNIS)	2	5,040.00	10,080.00
Thank You John & Sherr Wood				Subtotal
				\$10,080.00
				Sales Tax
				\$0.00
				<b>Total</b>
				\$10,080.00



1749 G Road  
Delta, Colorado 81416  
Phone 970-874-3838

Sold to: Devils Thumb Golf Course  
8900 Devils Thumb Rd  
Delta, CO 81416

Ship to:  
8900 Devils Thumb Rd  
Delta, CO 81416

Contact: Rob Sandens  
Phone 970 874-6262 Fax

Contact: rob.sandens@jga.com  
Phone

# ESTIMATE # 011407

Estimate Date	Job #
06/26/12	61001

This estimate may be withdrawn  
if not accepted after 30 days from  
date above.

TERMS Delivery Time Sales Rep. E.N.

Shipping

Project Description

Qty. Rate Total

To create highway signages

1100 4'-4" wide X 5' height X 3/8" thick, router carved,  
with aluminum side mount hardware,  
primed and painted.....

2 \$1,250.00 \$2,700.00

.5" mdo backed, add

2 \$75.00 \$150.00

1100 4'-4" wide X 5' height X 2" thick, router carved,  
with aluminum side mount hardware,  
primed and painted.....

2 \$954.00 \$1,908.00

.5" mdo backed, add

2 \$75.00 \$150.00

design time

2 \$65.00 \$130.00

Total

7.95

Deposit \$ 50%

Cash/Check #

Authorized Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

50% DEPOSIT required for work to begin.

**Thank You for your Order!**  
This signed contract constitutes authorization to proceed.

Authorized Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

50% DEPOSIT required for work to begin.

**CONCEPT SKETCH DEPOSIT:**  
The concept sketch deposit covers minimal costs involved in developing a concept. It does not cover the actual production of the sign, which would be factored into the final price, with a quoted minimum price. The concept sketch is other materials to any other entity for concept development and client approval purposes only. The sketch remains the property of the designer.

**PRICES as indicated, are minimum estimates for art or sign work only.** Photos, typography, photographs, and materials are not included in the price. Delays caused by the client, special consultations and all other work expenses that cannot be estimated accurately in advance will be added to the price unless otherwise specified herein.

**FINISHED project items or items will be released for use by the client only.**

**MECHANICALS:** digital files, original art, sketches and materials other than the final project item or items original to the designer, unless otherwise noted.

**THE CLIENT agrees to pay all costs of payment in the event of default of contract by the client, including a reasonable attorney's fee, in the event of delinquent payment. Interest shall be charged at a rate of 1-1/2% interest for every month after the first 30 days.**

**SPECIAL conditions on clients purchase orders in no way negates the Conditions of Sale. In ordering the work described, the client accepts all of these conditions whether noted on the purchase order or not.**



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## MEMO

To: Mayor and Council  
From: Steve Glammeyer, Utilities Director  
Date: July 11, 2012  
Subject: Wastewater Treatment Plant Aeration System and Digester Cover Construction

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### Recommendation

It is recommended that the Council award the construction of a new aeration system and cover for the digesters at the wastewater treatment plant to Velocity Constructors Inc.

### Background

During the 2012 budget session, staff included money to construct a new aeration system and cover for the digesters at the wastewater treatment plant. This is our ongoing process of rehabilitating and upgrading the plant to meet the needs for sewage treatment into the future. Staff advertised and received 4 bids from qualified contractors for this project on July 10<sup>th</sup>.

Bids were as follows:

Velocity Constructors Inc.:	\$626,672.00
Triad Western Constructors, Inc:	\$688,000.00
Aslan Construction, Inc.:	\$735,339.00
Hydro Construction Company, Inc.:	\$777,465.00

Staff and our consulting engineers, SGM, performed a thorough review of the bids (see attached letter from SGM) and we feel Velocity Constructors is qualified to complete the project. Staff has budgeted a total of \$800,000.00 for the entire project, including engineering, the new aeration equipment, and construction. The low bid will put us over budget in this line item by approximately \$50,500. However, there exists sufficient reserve in the sewer budget to cover the over budget amount should we need a supplemental appropriation at the end of the year. Staff does not anticipate that need as the project to extend sewer to the relocated Forest Service building will most likely not occur this year.

### Cost

Total cost of the contract would be \$626,672.00

### Action to be Taken if Approved

Staff will issue a Notice of Award and secure a signed Construction Contract Agreement from the contractor and the City Manager pending approval from the City Attorney.

Suggested Motion

I move the City award the Aerobic Digester Improvements project to Velocity Constructors Inc. in the amount of \$626,672.00 and authorize the City Manager to sign the forthcoming construction contract after approval from the City Attorney.

July 11, 2012

Steve Glammeyer  
Utilities Director  
City of Delta  
Delta, CO 81416

**RE: Bid Award Recommendation  
City of Delta Aerobic Digester Improvement Project**

Dear Steve,

The City received four bids on 7/10/12 for the City of Delta Aerobic Digester Improvement Project. After thorough review of the bids, SGM recommends award to the low bidder, Velocity Constructors Inc. of Denver, Colorado, at the offered \$626,672.00. Our recommendation is supported by the following:

1. Velocity Constructors had the lowest base bid total.
2. The bid is complete, responsive and responsible.

The City should be aware the low bidder is approximately \$60,000 below the second place bidder, which is approximately a 10% difference. As with all projects, the Town should also set aside a contingency fund.

Attached is the bid tabulation that verifies bid totals. If you have any questions or we can be of any further service, please contact me directly.

Respectfully,  
**SGM**



Adam Racette, P.E.  
Project Engineer

CC: Bob Pennington, SGM  
Andy Mitchell, City of Delta

# MEMO

## Community Development

www.cityofdelta.net



360 Main St. • Delta, Colorado 81416  
Phone (970) 874-7903 • Fax (970) 874-6931

**Date:** July 17, 2012  
**To:** Mayor, City Council and City Manager  
**From:** Sharleen R. Walker, Planning Technician *slw*  
**Re:** Delta Municipal Code 17.68 – Sign Code Changes

### **RECOMMENDATION**

Consider adopting an Ordinance to implement the recommended changes to Delta Municipal Code section 17.68 pertaining to the Sign Code.

### **BACKGROUND**

City Council reviewed the sign code at the City Council Work Session on June 5, 2012 and directed staff to suggest certain changes to the Delta Municipal Code section 17.68, the Sign Code. Staff presented suggested changes to the Sign Code at the City Council meeting on June 18, 2012. The Council directed staff to prepare an Ordinance for consideration.

### **COST**

There is no cost to the City.

### **ACTION TO BE TAKEN IF APPROVED**

Consider adopting an Ordinance revising Chapter 17.68 of the Delta Municipal Code pertaining to the sign code.

### **SUGGESTED MOTION**

I would move to adopt Council Bill # 14 revising the Delta Municipal Code section 17.68, pertaining to the Sign Code. (Disapproval would be indicated by a “nay” vote)

Thank you for your attention.

COUNCIL BILL # \_\_\_\_\_, 2012

ORDINANCE NO. \_\_\_\_\_, 2012

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO,  
ADDING AND MODIFYING VARIOUS PROVISIONS OF  
CHAPTER 17.68 OF THE DELTA MUNICIPAL CODE  
PERTAINING TO THE REGULATION OF SIGNS ON  
PROPERTY WITHIN THE CITY LIMITS**

WHEREAS, City staff members have recommended the amendment and addition of certain provisions of Chapter 17.68 of the Delta Municipal Code in to clarify and expand certain aspects of the City’s existing sign regulations; and

WHEREAS, the City Council finds staff’s recommendations to be reasonable and in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, AS FOLLOWS:

Section 1. A new subsection M. is hereby added to Section 17.68.020 of the Delta Municipal Code to provide as follows:

“M. Political advertising signs used for campaigning and other purposes related to the promotion of political issues, candidates for public office and other matters to be decided in particular public elections shall be allowed, for a reasonable time period to extend from not more than sixty (60) days before and not more than ten days after, the pertinent public election in which the office, issue or ballot question addressed by the signs are to be decided. No such signs may be placed within the developed areas occupied by any street, alley, sidewalk, parking area or other public facility, including medians; except that the owners of private property adjoining any public sidewalk or street may maintain such signs for the aforementioned limited period of time within any undeveloped portion of the public right-of-way lying between the edge of the sidewalk or street curbing and their adjoining private land. Any political advertising signage located upon any individual parcel or area of privately owned real property, including any area of adjoining public property allowed by the preceding sentence, shall, in no event, exceed thirty-two (32) square feet in the aggregate and shall not be placed or maintained in any public or private areas where it will pose an obstruction to visibility and thus a safety hazard to motorists and/or pedestrians, as reasonably determined under the City of Delta’s Design Standards and Specifications.”

Section 2. Subsection B. Of Section 17.68.030 of the Delta Municipal Code is hereby repealed and reenacted in its entirety to provide as follows:

“B. Pennants, banners, commercial flags, balloons and other wind and air-powered devices resembling balloons, except when used for civic events for a maximum period of ten (10) consecutive days or when otherwise used as a temporary sign pursuant to Subsection 17.68.020L. No such pennant, flag, balloon or other wind or air-powered device resembling a balloon shall be used or displayed at a height more than twenty (20) feet above ground level. This Subsection B. shall not apply to balloons having a diameter of no more than twenty-four (24) inches, or to pennants, banners or flags having a length or width of no more than eighteen (18) inches, or to official City banners, or to flags protected under the United States constitution, including those emblematic of the United States, any State, or any branch of the Armed Forces of the United States.”

Section 3. Subsection E. of Section 17.68.030 of the Delta Municipal Code is hereby repealed and deleted.

Section 4. Subsection A. of Section 17.68.040 of the Delta Municipal Code is hereby amended to provide as follows:

“A. Official City-owned and maintained directional signs for public facilities, which signs may be located on any City-owned property, City controlled public easements and property leased for public purposes by the City.”

Section 5. A new Subsection H. is hereby added to Section 17.68.040 to provide as follows:

“H. Group identification or directory signs specifically permitted by the City for the collective benefit of churches, service clubs and other civic organizations and special facilities.”

Section 6. Subsection F. of Section 17.68.060 of the Delta Municipal Code is hereby amended to provide as follows:

“F. No part of any sign attached to or within six feet of a building shall be higher than the ridgeline of the roof or parapet of the building.”

Section 7. The first sentence of Subsection A. of Section 17.68.080 of the Delta Municipal Code is hereby amended to provide as follows:

“A. Portable sandwich signs which meet the following criteria shall be allowed on sidewalks flanking Main Street between its intersections with First Street and Thirteenth Streets in the City limits provided, however, that each such sign has been issued the required permit from the City: .....”

Section 8. A new Subsection F. Is hereby added to Section 17.68.080 of the Delta Municipal Code to provide as follows:

“F. Sandwich signs shall be permitted on private property in any part of the City classified for zoning purposes as a “business district” provided that the sign is sufficiently anchored to the ground to prevent the sign from injuring other persons or damaging other property as a result of being propelled by wind or other forces.” All sandwich signs shall be subject to the regular sign permit requirements of this Chapter and shall be included in the computation of maximum signage allowed for each respective property.”

Section 9

. Except as amended or newly provided above, all other provisions of Chapter 17.68 of the Delta Municipal Code are hereby ratified and confirmed as presently written.

ADOPTED ON FIRST READING AND ORDERED PUBLISHED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Mayor

ATTEST:

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

# MEMO



## Community Development

www.cityofdelta.net

360 Main St. • Delta, Colorado 81416  
Phone (970) 874-7903 • Fax (970) 874-6931

**Date:** July 17, 2012

**To:** Mayor, City Council and City Manager

**From:** Sharleen R. Walker, Planning Technician *slw*

**Re:** Cluster Development, Planned Unit Developments and Zero Lot Line Developments

### RECOMMENDATION

Consider adopting an Ordinance adding a Chapter 16.05 to the Delta Municipal Code regarding Cluster Development, Planned Unit Developments and Zero Lot Line Developments and deleting Chapter 17.72 of the Delta Municipal Code.

### BACKGROUND

There have been requests from developers in the past, a current request and we anticipate requests in the future for such developments that allow zero lot line developments, flexible development, condominiums, townhomes and individual office space in one building.

City Council reviewed this request at the City Council meeting on June 18, 2012 and directed staff to prepare an Ordinance for consideration.

### COST

There is no cost to the City.

### ACTION TO BE TAKEN IF APPROVED

Consider adopting Ordinance on first reading deleting Chapter 17.72 of the Delta Municipal Code and adding Chapter 16.05 to the Delta Municipal Code regarding Cluster Development, Planned Unit Developments and Zero Lot Line Developments.

### SUGGESTED MOTION

I would move to adopt Council Bill # 15 on first reading deleting Chapter 17.72 of the Delta Municipal Code and adding Chapter 16.05 to the Delta Municipal Code regarding Cluster Development, Planned Unit Developments and Zero Lot Line Developments. (Disapproval would be indicated by a “nay” vote)

Thank you for your attention.

COUNCIL BILL # \_\_\_\_\_, 2012

ORDINANCE NO. \_\_\_\_\_, 2012

AN ORDINANCE OF THE CITY OF DELTA, COLORADO, DELETING FROM CHAPTER 17.72 OF THE DELTA MUNICIPAL CODE ALL PROVISIONS REGARDING PLANNED UNIT DEVELOPMENTS AND RE-INCORPORATING SUCH PROVISIONS, WITH CERTAIN AMENDMENTS AND ADDITIONS PERTAINING ALSO TO CLUSTER DEVELOPMENTS AND ZERO LOT LINE DEVELOPMENTS, INTO CHAPTER 16.05 OF THE DELTA MUNICIPAL CODE.

WHEREAS, regulations pertaining to planned unit developments (PUDs) in the City of Delta are presently part of the City's general zoning legislation set forth in Chapter 17.72 of the Delta Municipal Code and;

WHEREAS, City staff members have suggested that PUD regulations more reasonably fit within the scheme of the City's subdivision legislation in Title 16 of the Delta Municipal Code; and

WHEREAS, the staff members have further recommended that the PUD regulations, with certain amendments, be combined with new provisions providing regulations for cluster developments and zero lot line developments all in a new Chapter 16.05 of the Delta Municipal Code; and

WHEREAS, the City Council find staff recommendations to be appropriate and in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, AS FOLLOWS:

Section 1. The entirety of Chapter 17.72 of the Delta Municipal Code is hereby repealed and deleted.

Section 2. A new Chapter 16.05 shall be added to the Delta Municipal Code, as part of the City's subdivision regulations, to provide as follows:

“Chapter 16.05

CLUSTER DEVELOPMENT, PLANNED UNIT DEVELOPMENT, AND ZERO LOT LINE DEVELOPMENT

Sections:

- 16.05.010 Purpose.
- 16.05.020 General provisions.
- 16.05.030 Definitions.
- 16.05.040 Submission and review of cluster development.
- 16.05.050 Submission and review of planned unit developments.
- 16.05.060 Submission and review zero lot line development.
- 16.05.070 Changes to adopted plan.

16.05.010 Purpose. The purpose of the Planned Unit Development, sometimes in this Chapter referred to as PUD, is to provide the opportunities to create more desirable environments through the application of flexible and diversified land development standards under a comprehensive plan. It is further intended to achieve economics in land development, maintenance, street systems, and utility networks while providing building groupings for privacy, usable attractive open spaces, safe circulation, and to protect the general well-being of the inhabitants.

The purpose of Zero Lot Lone Development and Cluster Development is to allow multiple ownership of single building envelopes such as condominiums, town homes, office and retail space. Cluster development is encouraged to preserve environmentally sensitive areas, open space and agricultural lands.

16.05.020 General provisions.

A. Planned Unit Developments, Zero Lot Line Developments and Cluster Developments may include the uses allowed by right in the zoning district in which the development is located.

B. The zoning and subdivision regulations contain the minimum standards for any development. Where modifications of those standards is in keeping with the intent of this Chapter and can be documented to show beneficial effects, such modification may be permitted.

16.05.030 Definitions. Those terms specific to PUD’s, Zero Lot Line Developments and Cluster Developments are defined for use in this Chapter as set forth in this Section. Additional definitions may be found in Section 16.04.030 of The Subdivision Regulations.

A. “Cluster Development” means lots that are smaller and arranged differently than otherwise allowed to allow conservation of farm land, wildlife areas or common open space.

B. “Common Area” means area used and maintained by all owners located in the

development.

C. “Common open space” means a parcel of land, an area of water, or a combination of land and water within the site designated and intended primarily for the use or enjoyment of residents, occupants and owners of the Planned Unit Development. In a single-family PUD, private yards may be considered common open space.

D. “Limited Common Element” means an area restricted to use by the units (area) designated.

E. “Plan” means the provisions for development, which may include and need not be limited to easements, covenants and restrictions relating to use, location and bulk of buildings and other structures, intensity of use or density of development, utilities, private and public streets, ways, roads, pedestrian areas, and parking facilities, common open space, and other public facilities.

F. “Planned Unit Development” means an area of land, controlled by one or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations.

G. “Provisions of the plan” means the written and graphic materials and other contents of the “plan” defined by subsection E of this Section.

H. “Zero Lot Line Development” refers to buildings that may be attached to each other with a common wall or directly adjacent to each other on one lot boundary line.

16.05.040 Submission and review of cluster development plans.

A. Cluster developments shall follow sections 16.04.010 through 16.04.080, exempting 16.04.070.E with the following additional requirements:

1. Interior setbacks of individual ownership may be modified to fit the needs of the specific cluster development. The exterior setbacks of the entire development shall meet the tabled setback for the appropriate zone.

2. Twenty-five percent of the gross acreage must be open space.

3. The minimum lot size maybe reduced if the aggregate size of the total platted cluster development meets the total of all lots minimum size requirements, including open space, however streets and roads may not be counted towards open space.

4. The perimeter of the cluster development which abuts a right-of-way shall be buffered. All, or a portion of, the open space may be located between the clustered development and adjoining development.

5. The project landscaping and buffer design shall be established as part of any preliminary subdivision plan approval.

6. A cluster development project may be developed in phases. The City may require

the applicant to divide the project into phases in order to meet requirements and standards contained in these regulations. Each phase must be self-sufficient with adequate facilities and services and contain a mix of residential uses and densities and open space, while meeting the requirements, standards and conditions applicable to the project as a whole.

7. All cluster developments shall establish a Home Owner's Association or other entity to maintain the common area.

16.05.050 Submission and review of a Planned Unit Development.

A. A PUD shall be located along a major street of at least collector status as shown on Major Street Plan as adopted by the Planning Commission, with access to the street approved by the City Planning Commission.

B. PUDs shall follow Sections 16.04.010 through 16.04.080 (but excepting provisions of subsection 16.04.070E.) with the following additional requirements:

1. Final plan showing the location and size of all existing and proposed buildings, structures and improvements and their uses;
2. Certification showing the landowner dedicates or reserves areas of common open space;
3. Final plan showing the density and type of dwelling to be built within the PUD to include the maximum height of all buildings;
4. Final plan showing the internal traffic circulation system, off-street Parking areas, service area, loading areas and major points of access to a public right-of-way;
5. Final plan showing the location, height and size of signs, lighting and advertising devices;
6. Final landscaping plan showing the spacing, sizes and specific type of landscaping material;
7. A legal description of the PUD;
8. A final report explaining the character and objectives to be achieved by the PUD;
9. A final report describing the development schedule indicating when construction will start and when the PUD will be completed;
10. Final copies of any special agreements, conveyances, restrictions or covenants which will govern the use, maintenance and continues protection of the PUD and the common open space areas.

C. Minimum design standards. The provisions of Section 16.04.070 (with the exception of the provisions of Subsection E. thereof), are hereby incorporated in this subsection C. and made a part thereof by this reference.

1. In addition to the requirements set forth Subsection A of said Section 16.04.070, the following will be required for a PUD:

- a. The uses in a planned unit must be uses permitted of right or permitted of right or permitted by special review in the zoning district in which the planned unit is located. In addition, uses by right in business districts shall be uses by special review in residential planned units, and may be permitted if, in the opinion of the Planning Commission, such uses, if any, to be allowed in a residential planned unit shall be established by the Planning

Commission on the basis of these criteria.

b. The planned unit's relationship to its surroundings shall be considered in order to avoid adverse effects to the development caused by traffic circulation, building height or bulk, lack of screening or intrusion on privacy;

c. Minimum lot area requirements are established in the Subdivision Regulations. These requirements may be modified by the Planning Commission if the developer indicates that such changes are in keeping with the intent of this Title 16. The Planning Commission must review all PUD's with respect to living space, common open space, parking spaces and traffic circulation.

d. Common Open Space.

i. Common open space shall comprise at least twenty-five percent of the total gross area of a residential PUD. Such open space will be developed and designed for the use of the occupants of the development and shall contain therein adequate space for active recreational activities, and adequately landscaped walkways and parks. Common open space does not include space devoted to streets, parking and loading areas.

ii. The Planning Commission may exempt nonresidential PUD's from the common open space requirement if it finds the development will provide for the occupants' or customers' needs for open space in whole or in part by either or a combination of :

(1). Public park, mall or recreation features, or a combination thereof, for which the site of the planned unit has or will be levied a special assessment; or

(2). Developed facilities in the planned unit, such as but not limited to common recreational areas or facilities, plazas, balconies or rooftops improved for recreational uses.

iii. A reduction in common open space or lot area per dwelling unit shall not be permitted if such reduction would be detrimental to the character of the proposed planned unit or the character of the surrounding area.

iv. The Planning Commission may determine that all or a part of stream areas, bodies of water, and slopes in excess of fifteen percent may be included as usable open space. In making this determination, the Planning Commission shall be guided by the following factors:

(1). The extent of those areas in relation to the area of the planned unit; and

(2). The degree to which these areas contribute to the quality, livability and amenity of the planned unit.

e. Off-street parking will be determined by the subdivision/zoning regulations. These regulations may be altered by the Planning Commission if the character of the PUD is such that changes to the requirements are in keeping with the intent of this Title.

16.05.060 Submission and review of zero lot line development plan.

A. Zero lot line developments shall follow sections 16.04.010 through 16.04.080, with the exception of the provisions of Subsection 16.04.070.E) with the following additional requirements:

1. The outside boundary of the permissible building envelope for each lot

must be graphically depicted on the plat to be recorded. Any existing buildings must also be depicted on the plat.

2. Multiple plan and elevation view plats are required if a building has more than one story, or if there is a basement located in the building.

3. The setbacks for the original parcel must be met for the appropriate zone, interior setbacks may be zero, and may be through a building or buildings creating individual ownership properties or may divide the original parcel into two or more parcels with individual ownership.

4. Recorded covenants shall provide for the maintenance of common walls, other common areas, limited common areas, and common spaces.

5. All business entities must follow CRS 38-30-172 Statement of Authority.

6. All buildings must meet current building code regulations.

7. Lawfully existing non-conforming uses are not allowed in zero lot line developments.

8. Separate utilities are required for each unit.

#### 16.05.070 Changes to any adopted plans in this Chapter.

A. Minor Plan Changes. The terms, conditions of an adopted plan may be changed from time to time provided as follows: The City's development department director, or other agent as authorized by the City Manager, may approve minor modifications in the location, sizing and height of buildings and structures if required by engineering or other circumstances not foreseen at the time the plan was formally approved, so long as the modification does not result in:

1. An increase of more than five percent (5%) in the gross residential density;

2. An increase of more than five percent (5%) in the floor area proposed for nonresidential use of a commercial or industrial nature;

3. An increase of more than five percent (5%) in the total ground area covered by buildings except in single-family residential areas; and

4. A reduction of more than three percent (3%) in the area set aside for common open space. Minor modifications in the location of streets and underground utilities may be approved under this subsection A.

B. Plan Changes Involving Land Uses. Any uses that are not approved in a final plan but are allowable in the pertinent zoning district as a permitted use may be added to the plan upon approval of any such alteration by the Planning Commission and City Council at regularly scheduled meetings.

C. Major Plan Changes. All other modifications of an adopted and recorded plan shall be regarded as "major modifications", and shall be subject to the following application and review procedures:

1. Any application for major modifications of a previously approved and recorded plan shall be submitted on forms provided by the City, and a fee equal to that which is required for the initial filing of a full plan shall be paid to the City at the time of any such application.

2. Review and approval of any application filed pursuant to this subsection C shall be subject to compliance with all the criteria and procedural steps required for review and approval for filing a sketch plan. Such review and approval shall also be subject to compliance with all other applicable City Code sections that may be generally contemplated. Complete engineering and design drawings of the proposed major modification of a plan shall be submitted with the application therefore, detailing the proposed changes and demonstrating compliance with all legal requirements.

3. A public review process generally following the procedures set forth in the Delta Municipal Code shall also be required as a pre-condition of approval of any major modification of a plan. In that regard, the concept of notice to owners of record required under Delta Municipal Code Section 17.04.290(D) (3) shall be expanded to include all record owners of properties within the boundaries of the originally approved plan and all record owners of properties immediately adjoining said boundaries and within a distance of five hundred feet (500') plus the width of any intervening public right-of-way.

4. The City Planning Commission may recommend for ultimate approval by the City Council the proposed major changes to a plan if it determines that all of the following criteria are substantially met:

a. The requested change will not adversely affect the public health, safety and welfare.

b. The requested change is the minimum that will afford relief and allow for reasonable use of the property sought to be affected by the application.

c. The requested change will not result in development that is incompatible with other property uses and/or building improvement within the pertinent boundaries or in the adjoining areas, and will not substantially impair the value or development of such other property within or outside of the area covered by the originally approved plan.

5. The City Planning Commission may impose such additional conditions of approval as may be reasonably necessary to ensure that the above criteria are met.”

Section 3. In the event that any provision of this new Chapter 16.05 of the Delta Municipal Code is, for any reason, deemed to be unlawful or unenforceable, the remaining provisions shall, to the fullest extent reasonably possible, be construed to maintain their validity and enforceability.

ADOPTED ON FIRST READING AND ORDERED PUBLISHED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Mayor

ATTEST:

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

# MEMO



## Community Development

www.cityofdelta.net

360 Main St. • Delta, Colorado 81416  
Phone (970) 874-7903 • Fax (970) 874-6931

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**Date:** July 17, 2012  
**To:** Mayor, City Council and City Manager  
**From:** Sharleen R. Walker, Planning Technician *slw*  
**Re:** Delta Municipal Code Chapter 8.08 – Burning Restrictions

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### **RECOMMENDATION**

Consider adopting an Ordinance changing the Delta Municipal Code Chapter 8.08 – Burning Restrictions.

### **BACKGROUND**

The current Delta Municipal Code provides for the City of Delta to issue burn permits. Staff suggests that the Council consider revising Chapter 8.08 of the Delta Municipal Code to generally prohibit open burning within the City limits of Delta, while allowing burning activities subject to restrictions.

The Council reviewed this item at the City Council meeting held on June 18, 2012 and directed the City Attorney to prepare an Ordinance that addressed Council's concerns regarding burning within the City of Delta.

### **COST**

There is no cost to the City.

### **ACTION TO BE TAKEN IF APPROVED**

Consider adopting an Ordinance on first reading revising Chapter 8.08 of the Delta Municipal Code with regard to regulation of burning activities within the City limits.

### **SUGGESTED MOTION**

I would move to adopt Council Bill # 16 on first reading revising Chapter 8.08 of the Delta Municipal Code with regard to regulation of burning activities within the City limits. (Disapproval would be indicated by a "nay" vote)

Thank you for your attention.

COUNCIL BILL # \_\_\_\_\_, 2012

ORDINANCE NO. \_\_\_\_\_, 2012

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO  
REVISING CHAPTER 8.08 OF THE DELTA MUNICIPAL  
CODE WITH REGARD TO REGULATION OF BURNING  
ACTIVITIES WITHIN THE CITY LIMITS**

WHEREAS, City staff members have recommended the revision of Chapter 8.08 of the Delta Municipal Code to expand and better define certain aspects of the City’s restrictions and prohibitions on burning activities; and

WHEREAS, the City Council finds staff’s recommendations to be necessary for the control of air pollution, the preservation of public and private property and the general protection of public health and safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, AS FOLLOWS:

Section 1. Chapter 8.08 of the Delta Municipal Code is hereby fully repealed and reenacted to provide as follows:

“Chapter 8.08

BURNING RESTRICTIONS

Sections:

- 8.08.010 Definitions.
- 8.08.020 Open Burning of Materials Generally Prohibited.
- 8.08.030 Burning Activities Allowed Subject to Restrictions

8.08.010 Definitions. The definitions of words and phrases used in this Chapter which pertain to the concept of “open burning” shall reasonably conform with any which may be provided in C.R.S. 25-7-103 and in Colorado Air Quality Control Commission Regulation No. 9.

8.08.020 Open Burning of Materials Generally Prohibited. It shall be unlawful to conduct any form of outdoor or open burning activity anywhere in the City of Delta except as specifically allowed by Section 8.08.030. This general prohibition shall apply whether or not burning is conducted within a receptacle or facility designed for the containment of outdoor fires. It is specifically intended to prohibit the burning of all forms of trash, garbage, refuse and other waste materials including without limitation, all forms of vegetation such as leaves, tree limbs, grass, shrub and garden trimmings, and all forms of manufactured products and materials except

food materials being used for, and in the process of, cooking meals for human consumption in the manner specifically allowed under Section 8.08.030A.

8.08.030. Burning Activities Allowed Subject to Restrictions. Notwithstanding any express or implied provision of Section 8.08.020 to the contrary, the following outdoor or open burning activities shall be deemed lawful subject to all specified restrictions and conditions:

A. The outdoor cooking of food in grills, barbeque pits and other containment devices specifically designed for cooking activity, and the use of matches, torches, welding and ignition devices, tobacco products, flares, fireworks, explosives and other products and devices commonly used for domestic, commercial, training and industrial purposes, provided that the pertinent activity otherwise complies with all applicable State laws and regulations.”

B. Open burning on real property of surface brush, weeds and other cover vegetation for purposes of routine ditch and field maintenance and general agricultural purposes on the following conditions:

1. The areas to be burned either consist of an easement area owned and controlled by an incorporated or unincorporated ditch association, or are otherwise located entirely within one or more contiguous lots or parcels of land titled in the name(s) of the same owner(s) and containing one half acre or more in the aggregate.

2. The desired removal of brush, weeds and other cover vegetation cannot be as practically or economically accomplished by means other than burning, and the surface areas to be burned are located at least fifty (50) feet from all buildings, structures and other man-made improvements.

3. Any burning activity is continuously attended by an owner of the easement or property on which the surface burning is to occur, or some properly delegated officer or agent of such owner, who has the ability to control and extinguish the fire through immediately available water sources and other fire suppression tools that are adequate to prevent spread of the fire to man-made improvements and/or to other areas of adjoining land.

4. The owner of the pertinent easement or property observes all applicable provisions, conditions and/or limitations of Department of Public Health and Environment Colorado Air Quality Control Commission Regulation 9 entitled “Open Burning Prescribed Fire and Permitting”, 5 CCR 1001-11, as amended, and has also first complied with applicable provisions of Delta County Burn Regulations (Ordinance No. 2007-02, as amended) by providing notice of an intent to conduct open burning through the “Burn Hotline” at 399-2955 or any successor phone number maintained for burning notification purposes by Delta County.”

\*\*\*\*\*

Section 2. No part of this ordinance is intended to conflict with any preemptive law or

regulation adopted by the State of Colorado. In the event any such conflict is judicially determined to exist, the State legislation shall prevail in accord with general law.

ADOPTED ON FIRST READING AND ORDERED PUBLISHED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Mayor

ATTEST:

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



## MEMO

To: *Mayor and Council*

From: *Phil Riley, Engineering Tech, Public Works Department*

Date: *12 July 2012*

Subject: *2012 Concrete Replacement Project*

### **RECOMMENDATION**

The Public Works Department is recommending that the City award the Contract for the 2012 Concrete Replacement Project to All Concrete Solutions, LLC.

### **BACKGROUND**

This is the annual concrete replacement project, completed by the City Public Works Department. The project will primarily consist of the 4<sup>th</sup> & Howard Intersections and 4<sup>th</sup> & Meeker (Presbyterian Church) walkway along with other miscellaneous concrete construction throughout the City. A portion of the work is part of a 50/50 cost share program with property owners. The City received three cost share requests this year.

### **COST**

Three bids were received on June 28<sup>th</sup>, 2012 and are summarized below. The bid tab is attached. All Concrete Solutions, LLC is the lowest qualified bidder.

All Concrete Solutions LLC	\$ 29,560.82
C&N Construction	\$ 36,080.80
Willow Creek Construction	\$ 37,840.42

This project has been budgeted in 19-25, 19-36, 19-48

### **ACTION TO BE TAKEN IF APPROVED**

Staff requests that the City Council approve the award to All Concrete Solutions, LLC.

### **SUGGESTED MOTION**

I move the City award the Contract for the 2012 Concrete Replacement Project to All Concrete Solutions, LLC.

CC:

2012 CONCRETE REPLACEMENT PROJECT				WILLOW CREEK		C&N Cont.		All Concrete Sol.	
Bid Item #	Description	Quantity	Unit	Unit \$	Cost	Unit \$	Cost	Unit \$	Cost
1	Sidewalk(4" T) w/6" class VI ABC	2450	SF	4.50	11,025.00	5.19	12,715.50	4.10	10,045.00
2	Sidewalk(6" T)w/6" class VI ABC	70	SF	6.75	472.50	6.11	427.70	6.76	473.20
3	Vertical Curb w/2' Pan w/6" class VI ABC	105	LF	21.00	2,205.00	24.00	2,520.00	17.50	1,837.50
4	8" concrete Paving(v pan) w/6" Class VI ABC	456	SF	7.42	3,383.52	7.10	3,237.60	6.92	3,155.52
5	ADA Ramp Upgrades	4	EA	700.0	2,800.00	830.0	3,320.00	650.0	2,600.00
6	Medium Island (1' Thick) w6" Class VI ABC	60	SF	23.24	1,394.40	20.00	1,200.00	12.71	762.60
7	Traffic Control	1	LS	2,000	2,000.00	800	800.00	1,350	1,350.00
8	Mobilization	1	LS	1,000	1,000.00	800	800.00	680	680.00
9	Bradley Gas Station 8" Concrete Paving w/6" Class VI ABC	1,100	SF	9.60	10,560.00	9.60	10,560.00	7.37	8,107.00
	Traffic Control	1	LS	3,000	3,000.00	500.00	500.00	550.00	550.00
<b>Project Total</b>						<b><u>37,840.42</u></b>		<b><u>36,080.80</u></b>	<b><u>29,560.82</u></b>



## MEMO

To: *Mayor and Council*

From: *Jim Hatheway, Public Works Director* 

Date: *12 July 2012*

Subject: *Confluence Drive UPRR Negotiations*

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### **RECOMMENDATION**

The Public Works Department is recommending that City Council approve a motion to allow the City Manager to execute the Property Exchange Agreement and Rail Relocation Agreement with the Union Pacific Railroad (UPRR) after final review by the City Attorney. The negotiated cost of the exchange agreement is \$855,000 with a lease buyout of \$109,468.

### **BACKGROUND**

City Staff and TRS have been negotiating with the UPRR to relocate the Montrose Subdivision tracks to construct Confluence Drive. The track relocation and exchange agreement will formalize the agreement to do so with the UPRR. As part of the exchange agreement, UPRR has identified an additional 10 acres more or less as uneconomic remainders that will be no longer of value to UPRR that the City will also be acquiring. A map of the exchange parcels is attached.

### **COST**

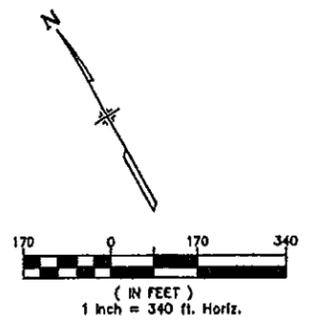
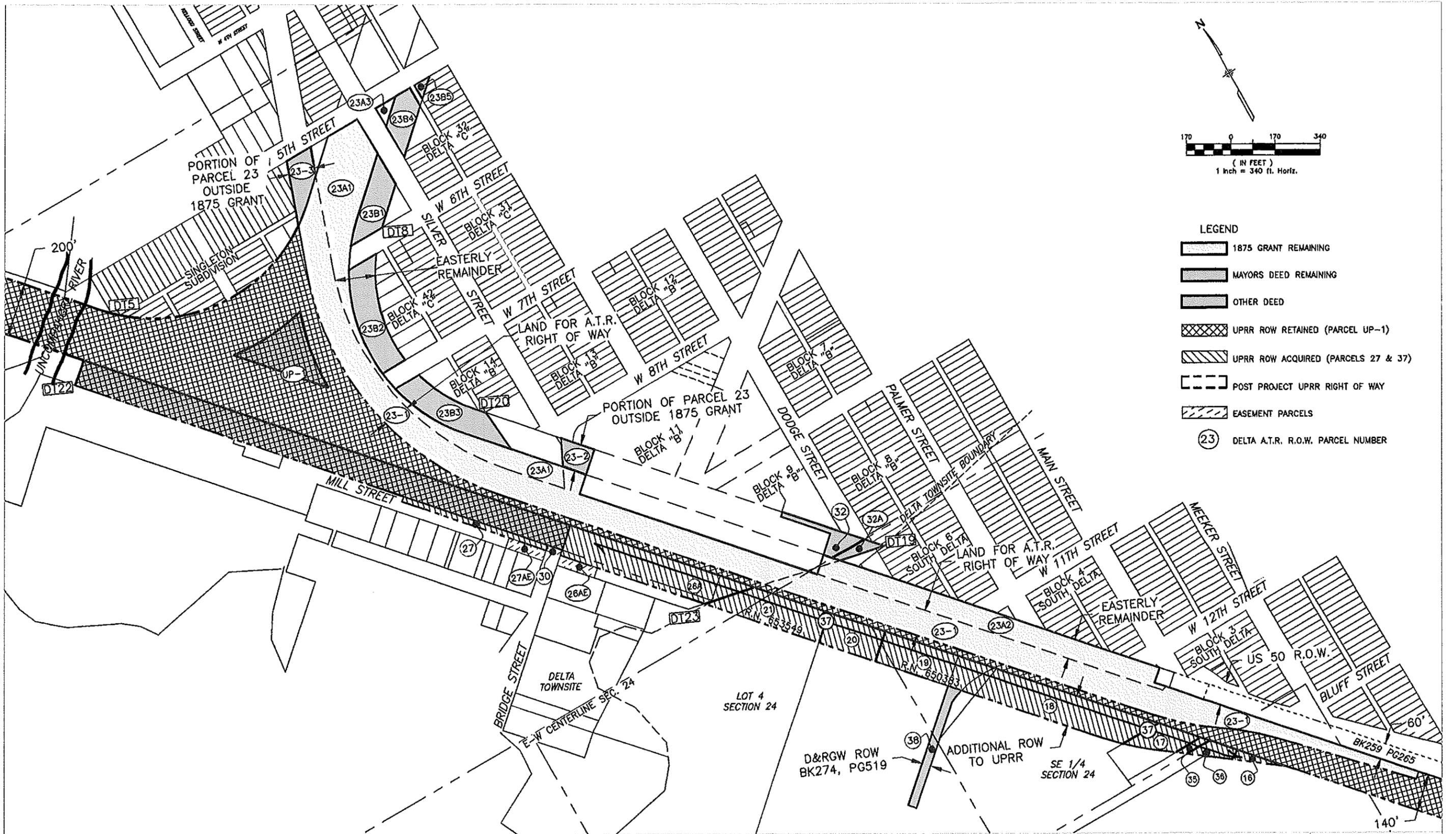
The negotiated cost of the exchange is \$855,000 with an additional \$109,468 to compensate UPRR for lost lease payments will be paid from 80-19-42100.

### **ACTIONS TO BE TAKEN IF APPROVED**

Staff requests that City Council approve the City Manager to execute the exchange and track relocation agreements upon City Attorney Review.

### **SUGGESTED MOTION**

I move that City Council authorize the City Manager to execute the property exchange agreement and track relocation agreement with the Union Pacific Railroad for benefit of the Confluence Drive Project; and approve the payment of \$855,000 for the exchange properties and the lease buyout of \$109,468. (Opposition to the motion would be indicated by a 'no' vote)



- LEGEND**
- 1875 GRANT REMAINING
  - MAYORS DEED REMAINING
  - OTHER DEED
  - UPRR ROW RETAINED (PARCEL UP-1)
  - UPRR ROW ACQUIRED (PARCELS 27 & 37)
  - POST PROJECT UPRR RIGHT OF WAY
  - EASEMENT PARCELS
  - 23 DELTA A.T.R. R.O.W. PARCEL NUMBER

Computer File Information

07735 MAYORS DEED PARCELS.dwg

1"=340'

Index of Revisions		
3	DRAINAGE AND ACCESS	10/20/11
4	BLOCK 32 PARCELS	11/08/11
6	UPRR COMMENTS	11/28/11
6	REVISED PARCEL 38	01/17/12
7	UNCOMPAGRE RIVER	02/04/12

As Constructed

ALTERNATE TRUCK ROUTE  
U.P.R.R. GRANT/DEED LANDS EXHIBIT

Project No./Code

Sheet 1 of 1