



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

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**

**April 16, 2013
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Public Hearing: Storm Water Infrastructure Improvement/CDBG Grant**
- F. Street Closure Permit; Delta Area Chamber of Commerce 1st Saturday Street Fair**
- G. Hotel/Restaurant Liquor License Transfer of Ownership;
Maa Delta Sundance Hospitality, LLC dba Days Inn**
- H. Retail Liquor Store License Renewal; D&B Liquors**
- I. DCED Request for Letter of Support RE: Broadband Infrastructure**
- J. GMP contract with FCI**
- K. CAWS Contract Revisions; Local Preference & Limited Sales**
- L. Resolution #2, 2013; Cable TV Permit Extension**
- M. Revised Lease Agreement with Delta Area Chamber of Commerce**
- N. Letter of Support for Department of Corrections**
- O. City Attorney Comments**
- P. City Manager Comments**
- Q. Councilmember Comments**
- R. 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 discussion regarding the City Attorney RFPs and also for discussion regarding 1397 E. 7th Street lease agreement.**
- S. 1397 E. 7th Street Lease Agreement**

Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Mary Cooper, and Ray Penick along with City Manager Justin Clifton. Absent were Councilmember Robert Jurca and City Attorney Michael 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 Cooper and seconded by Councilmember Penick to approve the minutes of the March 19, 2013 special meeting and the March 19, 2013 regular meeting as submitted by the Clerk. All in favor, motion carried.

It was moved by Councilmember Penick and seconded by Councilmember Cooper to approve the minutes of the March 26, 2013 special meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

There were none.

Public Hearing: Special Events Permit Application; Knights of Columbus

The Mayor recessed the regular meeting and convened a public hearing.

The Clerk explained that Knights of Columbus has submitted a special events permit application to sell liquor at the NRA Banquet on May 11, 2013 at Bill Heddles Recreation Center. They plan to sell malt, vinous and spirituous liquor from 5:00pm to 11:00pm. The application is complete and all fees have been paid. A sign notifying the public of this hearing was posted at the site as required by law and there have been no comments received. Staff recommends approval of the permit.

The Mayor called for public comment and when there was none he closed the public hearing and reconvened the regular meeting.

It was moved by Councilmember Raley and seconded by Councilmember Penick to approve the special events liquor permit for Knights of Columbus for May 11, 2013. All in favor, motion carried.

Regular Meeting, Delta City Council, April 2, 2013 (Cont.)

Colorado Parks and Wildlife Request for a Special Event Permit

The Clerk explained Colorado Parks and Wildlife is requesting a permit to allow for their shooting trailer during Heritage Days and also for any hunter safety classes they may hold in city limits for 2013.

Mark Richman with Colorado Parks and Wildlife explained the events.

Councilmember Penick questioned how many participants they typically see at the events.

Mr. Richman stated that he can't speak to past Heritage Days. At other events in Montrose they have had over 1,000 participants.

Mayor Sisson commented on the great job they did last year.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to approve the special event permit for the year 2013 to allow the Colorado Parks and Wildlife to use their portable trailer for hunter safety training. All in favor, motion carried.

Adoption of Three Mile Plan

City Manager Justin Clifton stated that this is an annual statutory obligation to plan for potential annexation. The map has not changed from last year.

It was moved by Councilmember Penick and seconded by Councilmember Raley to adopt the three mile plan as presented. All in favor, motion carried.

Silver Street Appraisal

Manager Clifton reported that this item was discussed at a previous work session. This is property owned by the City that has been on the market for some time. He suggested having another appraisal done. This is an unbudgeted item and therefore staff is bringing before Council to get direction. Staff did contact several appraisers and the lowest bid was \$850 from Appraisal Associates.

Councilmember Penick questioned if staff had any background information on the companies.

Mr. Clifton stated that the City did use Arnie Butler in the past and as for the others staff has no information on them other than them being certified commercial appraisers.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to select Appraisal Associates from Grand Junction to appraise the Silver Street property for \$850. All in favor, motion carried.

Use of Asset forfeiture Funds to Purchase Body Camera for Police Department

Chief Robert Thomas explained that the police department is requesting approval to purchase 25 body cameras using asset forfeiture funds. He summarized the type of cameras and cost.

Regular Meeting, Delta City Council, April 2, 2013 (Cont.)

Use of Asset forfeiture Funds to Purchase Body Camera for Police Department (cont.)

Councilmember Cooper questioned the amount of storage for video footage.

Chief Thomas stated that some cameras have more memory than others just like regular cameras. The cameras that they are looking at are an upgrade from the current cameras they have. The current cameras cannot be used at night and the new ones will work at night.

Councilmember Cooper questioned if the cameras helped in the recent Walmart incident.

Chief Thomas stated that he cannot speak to the incident since it is still under investigation although he does believe they helped.

Councilmember Cooper suggested using more of the funds to get better quality cameras.

Chief Thomas stated that he doesn't want to invest too much; rather he would like to take one step at a time to get what will benefit the police department.

Mayor Sisson questioned why purchase 25 cameras.

Chief Thomas explained that officers are hard on the cameras and they would like extras to use when cameras break.

Councilmember Penick questioned what criteria was used in determining the use of the funds.

There was discussion regarding the needs of the department and how it was determined to use the asset forfeiture fund for the purchase of the body cameras.

Manager Clifton explained that staff looked at other needs and most of those are in the budget. The body cameras are not currently funded; therefore the need to use the asset forfeiture funds.

There was additional discussion regarding purchasing a better quality camera since there additional funds that can be used.

Manager Clifton suggested Council approve the purchase up to a certain amount.

It was moved by Councilmember Cooper and seconded by Councilmember Penick that the Delta Police Department purchase body cameras to the police officers in an amount not to exceed \$8,000 using the asset forfeiture fund. All in favor, motion carried.

Arbor Day Proclamation

Manager Clifton stated that this is a proclamation for Arbor Day.

Parks Director Paul Suppes reported that for Tree City USA. They have purchased trees for the 4th grade foresters program for each student to plant a tree. In the past the City has planted trees at the schools and there is not location this year to do that.

Regular Meeting, Delta City Council, April 2, 2013 (Cont.)

Arbor Day Proclamation (cont.)

There was discussion regarding what type of trees were purchased and how many will be planted.

Councilmember Penick stated he believes this is a good idea helping the kids as well as the handicapped who packaged the trees. He also stated more trees will be planted.

Mr. Suppes stated that over 300,000 trees were planted in Delta County last year.

The Mayor read the proclamation.

City Attorney Comments

There were one.

City Manager Comments

There were none.

Councilmember Comments

Councilmember Cooper questioned Chief Thomas if he knew how law enforcement is going to handle any situations with THC levels that the legislature is considering enacting.

Chief Thomas stated that no one is quite sure how that will be handled.

Councilmember Cooper also commented on Project 7. She handed the Clerk reports for the year to be filed. She did address the concern about Blue Mesa not being as full as it was this time last year so there may be some water restrictions in the future. She would like staff to start thinking about how the City might address that concern if it were to come forward.

Manager Clifton suggested having a work session to cover the topic.

Councilmember Raley commented on the Region 10 meeting he attended recently.

Manager Clifton stated that they will be at the next council meeting.

Mayor Sisson reported that he received some great feedback from Adam Turner with Project 7 for the City of Delta.

Executive Session

It was moved by Councilmember Cooper and seconded by Councilmember Penick 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 discussion regarding the City Attorney RFPs. All in favor, motion carried.

Item D:

Citizen Comments





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

MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: April 8, 2013
Subject: Public Hearing; Storm Water Infrastructure Improvements/CDBG Grant

Recommendation

Staff recommends holding the public hearing to be in compliance with the City's grant agreement with the Department of Local Affairs.

Background

The City applied for and received funds from DOLA for storm water infrastructure improvements. The grant specifies that the City shall conduct at least one public hearing during the course of the project to get input on its performance from citizens. Any comments that are made during the public hearing shall be forwarded to DOLA.

Alignment with Strategic Planning

The Comprehensive Plan states that if population reaches 10,000 the City of Delta will be required to comply with State and Federal wp3 storm water regulations. Staff has planned for long range drainage improvements to address this concern. The grant agreement requires a public hearing to be held during the course of the project to solicit feedback from the citizens.

Action to be Taken if Approved

The hearing will be held tonight and any comments received will be forwarded to DOLA.



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

MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: April 9, 2013
Subject: Street Closure Permit; Delta Area Chamber of Commerce

Recommendation

Staff recommends approval of this application for the First Saturday Street Fair.

Background

The Chamber of Commerce has submitted an application for their First Saturday Street Fair events scheduled for May 4, June 1, July 6, August 3, September 7 and October 5, 2013. They are requesting closure of 3rd Street between Main and Palmer. The application fee of \$25 and the refundable \$500 deposit have been paid, and proof of insurance has been submitted as required.

Alignment with Strategic Planning

The Delta Municipal Code section 12.10-030 states: “the City Council may grant a special permit for the temporary use or occupation of a street, alley or other public property for civic events, parades, special sales or other events of a public or quasi-public nature.”

Action to be Taken if Approved

If the application is approved, the permit will be issued.

City of Delta Special Permit for Temporary Closure Or Occupation of Public Right of Way (R.O.W.)

Date of Application: 4-11-13

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event:

May 4, June 1, July 6, Aug. 3, Sept. 7, Oct. 5

Location(s) of Event: West Third St between Main & Palmer

Name and Description of Event: Delta Area Chamber of Commerce's
First Saturday Street Fair

Applicant: Kami Collins

Name of Organization, Group, or Individual: Delta Area Chamber of Commerce

Authorized Contact Person: Kami Collins

Mailing Address: 301 Main St, Delta

E-Mail Address: director@delta.colorado.org

Phone Number: (Day) 874-8616 (Evening) _____

Special Equipment Needs (power, water etc.):

power, depending on vendors

The following items have been received by the City of Delta:

- Application Fee of \$ 25
- Deposit of \$ 500 to be refunded no more than five (5) business days after the permitted event if the Right of Way (R.O.W.) closure area and adjoining property is made clean and litter free by applicant within 24 hours of the event.
- Proof of Special Event Insurance (\$1 million event liability policy).

Conditions For Use

1. Sales of food, beverage, and merchandise are not allowed without prior approval of the City.
2. A permit must be issued by the City of Delta Police Department for Beer and Wines to be sold and consumed on designated City property. If alcoholic beverages are to be distributed or sold, applicable State and Local Licenses must be obtained and approval from the City is required to obtain such permits. Permits are not available for distilled Liquor. Exact location of area proposed for sales and consumption of beer and/or wine during subject special event:

City of Delta Special Permit continued

Any authorized City of Delta representative may terminate the event at any time for any good cause and applicant must then immediately vacate. No refund will be given in such event.

R.O.W. Closure Regulations:

- No R.O.W. closure may occur in conjunction with any Special Events Liquor License, unless permission is granted by the City Council.
- No R.O.W. may be closed more than ten hours.
- Application must be submitted at least 30 days in advance of event.
- Event must conclude by 11:00 p.m.
- R.O.W. and adjoining walkway, etc. must be cleaned after event by applicant.

Date of R.O.W. Closure: May 4, June 1, July 6, Aug 3, Sept 7, Oct 5
Start Time of Closure: 6:30 a.m. Ending Time of Closure: 2 pm.

Describe R.O.W. area to be closed:

West Third street between Main & Palmer

Barricades, cones and signs needed:

Barricades: 2 Signs: _____ Cones: _____
Time and Date for Delivery: 6:30 am
Time and Date for Pickup: 2 pm 7 on each day of event

Parade Regulations:

- Application must be submitted at least 60 days in advance of event.
- Each parade must organize and stage on 9th Street from Grand Avenue to Main Street with additional staging area on Main Street from 9th Street to 11th Street on the East side. The parade must then travel North on Main Street to 4th Street, turning off of Main Street, East onto 4th Street.
- Throwing candy and other items from moving vehicles is prohibited.

I understand that the City of Delta has no liability and provides no insurance for the protection of the applicant or event spectators. The applicant agrees to save and hold harmless the City and its employees from any and all claims and demands arising out of the use of the permitted areas and will defend any cause of action brought to enforce any such claims or demands against the City and/or its Employees.

[Signature] 4-1-13
Signature of Applicant or Representative Date

The foregoing application for a special permit is hereby granted, subject to all terms, conditions and regulations previously stated and subject to all other applicable City Code regulations.

Mayor of the City of Delta Date



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

MEMO

To: City Council, City Manager
From: Jolene Nelson, City Clerk
Date: April 9, 2013
Subject: Hotel/Restaurant Liquor License Transfer of Ownership Application for Days Inn

Recommendation

Staff recommends approval of the Transfer of Ownership Application on the Hotel/Restaurant Liquor License for Days Inn located at 903 Main Street, contingent upon receiving favorable CBI fingerprint reports on the new owners.

Background

Maa Delta Sundance Hospitality, LLC have purchased the Days Inn and have applied for a transfer of ownership for the hotel/restaurant liquor license. The application is complete and all fees have been paid. A temporary license was issued pending approval of the application. Fingerprints for the new owners have been submitted to CBI to obtain their background reports.

Cost

There is no cost to the City to transfer this license. The applicant has paid the \$1,525 transfer fee to the State, the City's fee of \$200 as well as City's \$400 liquor occupation tax for a hotel/restaurant liquor license.

Alignment With Strategic Planning

Per Delta Municipal Code 5.10.010 "the Delta City Council is hereby designated the local licensing authority for the purposes of exercising the duties and powers provided for in the Colorado Beer Code and the Colorado Liquor Code."

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 the application and issue the State license. If unfavorable fingerprint reports are received, appropriate action would be taken at that time.

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

<input type="checkbox"/> NEW LICENSE <input checked="" type="checkbox"/> TRANSFER OF OWNERSHIP <input type="checkbox"/> LICENSE RENEWAL			
• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES) • LOCAL LICENSE FEE \$ <u>700.00</u> • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)			
1. Applicant is applying as a		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation		Fein Number	
Maa Delta Sundance Hospitality, LLC		46-1795093	
2a. Trade Name of Establishment (DBA)		State Sales Tax No.	Business Telephone
Days Inn Sundance		App Pending	714-854-0529 ext 21
3. Address of Premises (specify exact location of premises)			
903 Main Street			
City	County	State	ZIP Code
Delta	Delta	CO	81416
4. Mailing Address (Number and Street)		City or Town	State
151 N. Kraemer Blvd Suite 120		Placentia	CA
5. If the premises currently have a liquor or beer license, you MUST answer the following questions:		Present Expiration Date	
Present Trade Name of Establishment (DBA)		Present State License No.	Present Expiration Date
Days Inn		4265817000	11/21/2013
LIAB SECTION A NONREFUNDABLE APPLICATION FEES		LIAB SECTION B (CONT.) LIQUOR LICENSE FEES	
2300 <input type="checkbox"/> Application Fee for New License \$1,025.00		1985 <input type="checkbox"/> Resort Complex License (City) \$500.00	
2302 <input type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,125.00		1986 <input type="checkbox"/> Resort Complex License (County) \$500.00	
2310 <input checked="" type="checkbox"/> Application Fee for Transfer \$1,025.00		1988 <input type="checkbox"/> Add Related Facility to Resort Complex ... \$ 75.00 X ____ Total ____	
		1990 <input type="checkbox"/> Club License (City) \$308.75	
		1991 <input type="checkbox"/> Club License (County) \$308.75	
		2010 <input type="checkbox"/> Tavern License (City) \$500.00	
		2011 <input type="checkbox"/> Tavern License (County) \$500.00	
		2012 <input type="checkbox"/> Manager Registration - Tavern \$ 75.00	
		2020 <input type="checkbox"/> Arts License (City) \$308.75	
		2021 <input type="checkbox"/> Arts License (County) \$308.75	
		2030 <input type="checkbox"/> Racetrack License (City) \$500.00	
		2031 <input type="checkbox"/> Racetrack License (County) \$500.00	
		2040 <input type="checkbox"/> Optional Premises License (City) \$500.00	
		2041 <input type="checkbox"/> Optional Premises License (County) \$500.00	
		2045 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00	
		2046 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00	
		2220 <input type="checkbox"/> Add Optional Premises to H & R \$100.00 X ____ Total ____	
		2370 <input type="checkbox"/> Master File Location Fee \$ 25.00 X ____ Total ____	
		2375 <input type="checkbox"/> Master File Background \$250.00 X ____ Total ____	
LIAB SECTION B LIQUOR LICENSE FEES			
1905 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00			
1906 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00			
1940 <input type="checkbox"/> Retail Liquor Store License (City) \$227.50			
1941 <input type="checkbox"/> Retail Liquor Store License (County) \$312.50			
1950 <input type="checkbox"/> Liquor Licensed Drugstore (City) \$227.50			
1951 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50			
1960 <input type="checkbox"/> Beer and Wine License (City) \$351.25			
1961 <input type="checkbox"/> Beer and Wine License (County) \$436.25			
1970 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00			
1971 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00			
1975 <input type="checkbox"/> Brew Pub License (City) \$750.00			
1976 <input type="checkbox"/> Brew Pub License (County) \$750.00			
1980 <input type="checkbox"/> Hotel and Restaurant License w/opt premises (City) \$500.00			
1981 <input type="checkbox"/> Hotel and Restaurant License w/opt premises (County) \$500.00			
1983 <input type="checkbox"/> Manager Registration - H & R \$ 75.00			
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
LIABILITY INFORMATION			
County	City	Industry Type	License Account Number
State	City	County	Managers Reg
____-750 (999)	2180-100 (999)	2190-100 (999)	____-750 (999)
Cash Fund New License 2300-100 (999)		Cash Fund Transfer License 2310-100 (999)	
		TOTAL	
		\$ _____	



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

MEMO

To: City Council, City Manager
From: Jolene E. Nelson City Clerk
Date: April 8, 2013
Subject: Retail Liquor Store License Renewal for D&B Liquors

Recommendation

Staff recommends approval of a retail liquor store license renewal for D&B Liquors located at 201 Main Street. The Police Department's report and recommendation is attached.

Background

The current liquor license expires May 14, 2013.

Cost

There is no cost to the City to renew this license. The applicant has paid the \$327.50 renewal fee to the State and the City renewal fee of \$97.50 as well as the city liquor occupation tax of \$300.00. (The State fee includes \$100 for a storage permit at 202 Main Street, Unit D.)

Alignment With Strategic Planning

Per Delta Municipal Code 5.10.010 "the Delta City Council is hereby designated the local licensing authority for the purposes of exercising the duties and powers provided for in the Colorado Beer Code and the Colorado Liquor Code."

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.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

D&B LIQUORS
 201 MAIN ST
 DELTA CO 81416-1814

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name D&B LIQUORS INC		DBA D&B LIQUORS		
Liquor License # 12360240000	License Type Liquor Store (city)	Sales Tax License # 12360240000	Expiration Date 5/14/2013	Due Date 3/30/2013
Street Address 201 MAIN ST DELTA CO 81416-1814				Phone Number (970) 874 7280
Mailing Address 201 MAIN ST DELTA CO 81416-1814				
Operating Manager Keith Jahse		Home Address 8689 2100 Rd Austin Co 81416		Phone Number 970-874-7280

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

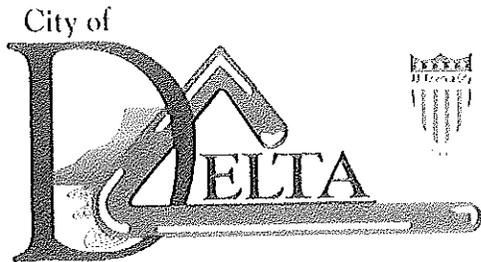
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Charles K Jahse	Title V pres
Signature Charles K Jahse	Date 3-29-13

REPORT & 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. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For		Date
Signature	Title	Attest



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

LIQUOR LICENSE RENEWAL RECOMMENDATION

To: City Council

Re: Application of D&B Liquors, Inc.
DBA: D&B Liquors

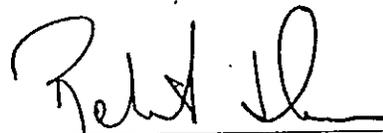
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

No liquor violations in the past twelve months.

Remarks:

Police Department recommendation:

Recommend liquor license renewal.



Robert Thomas, Chief of Police



MEMO

To: City Council
From: Justin Clifton, City Manager
Date: April 12, 2013
Subject: CAWS Contract

RECOMMENDATION

Staff recommends approving amendments to the contracts with CAWS for operation of the animal shelter.

BACKGROUND

The relationship with CAWS is governed by two contracts; one for the lease of the property and one for the operation of the shelter. Changes made to the contract for operations are highlighted on the enclosed document. Mostly these changes are “house keeping” issues. There are only a few substantive changes relating to local preference, limited sales, and maintenance of the premises.

The lease of the property contract only needs to be amended to update CAWS’ license and extend the term from 2012 to 2014. For this reason, I did not enclose a copy. Any Council Member wishing to see the entire contract can contact me and I will forward a copy.

COST NA

ALIGNMENT WITH STRATEGIC PLANNING

Chapter 6 of the City Code has numerous provisions for regulation of animals. These regulations are enforced by the Police Department with support from CAWS running the Animal Shelter. Contract revisions are made in an effort to keep this relationship strong and working for both parties.

ACTIONS TO BE TAKEN IF APPROVED

The City Manager will sign the revised contract after approval from Council.

AGREEMENT FOR OPERATION OF ANIMAL SHELTER

This agreement is made and entered into this 3rd day of January, 2012, by and between the City of Delta Colorado, of P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "the City"), and Citizens for Animal Welfare and Shelter, of 211 Grand Avenue Paonia, Colorado 81428 (hereinafter referred to as "CAWS), and is to witness:

Recitals

The City is a Colorado municipality that owns real property located at 640 West 4th Street Delta Colorado 81416, the improvements and facilities on which have long been used and operated by the City as a municipal pound for purposes of enforcing its animal control ordinances. CAWS is a Colorado non-profit corporation devoted to the care and protection of animals.

The parties have recently negotiated an arrangement under which CAWS will assume sole and exclusive responsibility for the control and operation of the City's facilities in a manner that will meet the City's reasonable requirements for enforcing its animal control ordinances and simultaneously provide for the welfare of impounded animals. For those purposes, the parties agree as follows:

Agreement

1. The parties anticipate entering a related agreement under which the City will lease to CAWS the City's aforementioned facilities located at 640 West 4th Street (hereinafter referred to as "The Delta Animal Shelter"). If a formal lease agreement mutually acceptable to both parties is not executed by them on or before March 30, 2012, or if the property subject to the lease is not in a condition acceptable to CAWS at that time, this agreement shall automatically terminate and be of no further effect. Otherwise, this agreement shall continue to run and be binding upon the parties for as long as the anticipated formal lease remains in full force and effect.

2. Prior to the actual commencement date of the aforementioned lease on April 1, 2012, CAWS employees and volunteers shall be permitted and expected to observe and assist at the Delta Animal Shelter under the supervision of City staff in order to learn and assist with City processes, protocols and procedures for operation of the shelter as it relates to applicable animal control ordinances.

3. Effective with the date of commencement of the aforementioned formal lease on April 1, 2012, CAWS shall assume full responsibility for conducting and managing operations of the Delta Animal Shelter, subject to the terms and conditions of the lease and the other terms and conditions of this Agreement. ~~For continuity purposes, CAWS shall thereafter assume responsibility for further employing part time former City employee Teresa Kellsen at compensation at least equal to her current rate of \$10.47 per hour (with no additional benefits). Supervision of Ms. Kellsen and~~ All other employees and volunteers working at the Delta Animal Shelter will be the sole and exclusive responsibility of CAWS from and after commencement of the anticipated formal lease.

admit to the Delta Animal Shelter only those animals delivered to it by officers of the Delta Police and Animal Control Departments, and such other animals as CAWS may be actively promoting for adoption by responsible private owners. Upon written consent by the City, CAWS may also accept for care at the Delta Animal Shelter animals referred by the animal control departments of other communities; provided, however, that the total animal population maintained at the Shelter shall never exceed limits reasonably required for the health and safety of the overall animal population.

4. During the period that the anticipated formal lease between the parties remains in effect, the City will regularly employ an Animal Control Officer ("ACO") who shall remain under the direct supervision of the City's Chief of Police. The ACO will be responsible for coping with all animal control issues within the City limits of Delta, including all transportation of animals to and from the Delta Animal Shelter, as well as management and implementation of the City of Delta animal licensing program. The ACO shall not be expected to accept, transport or otherwise handle animals referred by other counties and/or municipalities.

5. CAWS staff employed at the Delta Animal Shelter shall be instructed to refer all inquiries from City of Delta residents regarding animal control issues to the Delta County law enforcement dispatch center, and never directly to the ACO.

6. Shelter staffing shall, at a minimum, consist of one unpaid volunteer director, one or more shelter managers collectively working 20 paid hours per week, and other volunteers to supplement staffing as needed. Shelter manager(s) and volunteers will be supervised by the director.

7. CAWS will be responsible for supervising all volunteer recruits. Volunteers will be pre-screened, and must be 16 years of age or older, and have no history of criminal offenses classified as felonies under State or federal laws. Any minor volunteers shall have adult supervision at all times. Background checks and references must be required for all volunteers who are unknown to the CAWS Board of Directors and other long-time associates of CAWS. The background checks completed by CAWS shall be shared with the Delta Chief of Police. The Chief of Police may perform background checks on any CAWS volunteer or employee and report findings to the CAWS Board of Directors.

~~8. For all paid veterinarian services, CAWS will hire and work with only veterinarians located in the City of Delta for the benefit of all animals kept at the Delta Animal Shelter in accord with requirements of this Agreement. In the case of an emergency, if no Delta veterinarian is available it will be left to the discretion of the shelter Manager to seek appropriate treatment.~~

8. CAWS shall seek proposals from qualified and licensed veterinarians within the City and Delta County of Delta wishing to provide veterinary services. CAWS shall apply the City's Local Preference Policies for all contract awards for veterinary services. CAWS shall maintain veterinary care to animals at the shelter in the instance of an emergency.

9. Space at the Delta Animal Shelter will be allocated as follows:

- a. Six of the ~~twelve~~ eleven dog kennels at the Shelter will be dedicated exclusively for impounded/quarantined animals brought in by the ACO. One of these six will be reserved for quarantines.

b. The other ~~six~~ five kennels will be for animals available for adoption (including unclaimed impound animals from the CDAC, and other CAWS animals as space allows)

10. The Delta Animal Shelter will not accept feral cats (as described as follows: a cat born and raised in the wild, or have been abandoned or lost and turn to wild ways to survive. These cats are the ones who are most often fearful, too wild to be handled safely and have not been domesticated.). All feral cat issues will instead be referred by the parties to the CAWS Community Cat team leader.

11. The Delta Animal Shelter shall be open for general business operations, other than merely sheltering animals, during the hours of 8:00 a.m. to 5:30p.m. on weekdays and 8:00am to 4:30p.m. on weekends. However, until its volunteer base has been sufficiently developed, CAWS shall at least initially have reasonable discretion to operate the Shelter at reduced hours.

12. The ACO will have access to the shelter at all times and will notify shelter manager by phone about after hours quarantines of vicious animals.

13. CAWS staff and the ACO will carefully monitor the intake and census of animals at the Delta Animal Shelter and cooperate to ensure that animals are not brought in if there is not space.

14. All animals impounded by the ACO will be held and cared for by CAWS staff at the Delta Animal Shelter for a period of at least five (5) days to allow for reclamation. During that period, impounded animals will be listed on Petfinder.com by the ACO. After the five day holding period, CAWS shall have the right and responsibility to arrange for the humane adoption or disposition of all animals not claimed by lawful owners. Animals kept at the Delta Animal Shelter being reclaimed by lawful owners will be released only by, or in the presence of, the ACO who will at all times have primary responsibility for determining and enforcing the payment of applicable fines and boarding fees.

15. Applicable City fines, plus boarding fees, attributable to any animal impounded by the ACO shall be collected by the ACO prior to the release of the animal to its lawful owner(s). With regard to any animals not claimed by lawful owners, the City shall nevertheless reimburse CAWS for boarding fees at the rate of \$12.00 per day up to a maximum of \$60.00 for each impounded animal.

16. Animals ordered quarantined by the ACO will be cared for by CAWS staff at the Delta Animal Shelter for the required ten-day holding period. Such animals shall be released from quarantine only by, or on authorization of, the ACO. As for events of animal impound, the ACO shall have primary responsibility for determining and collecting from pertinent owners the related fines and fees attributable for each event of quarantine. The City will nevertheless reimburse CAWS for the care of each quarantined animal at the rate of \$7.50 per day for the actual period of quarantine.

17. Fees for boarding of impounded and quarantined animals at the Delta Animal Shelter owed to CAWS by the City shall be paid on a monthly basis to CAWS upon receipt of invoice.

18. All animals kept at the Delta Animal Shelter, that are unclaimed by owners after being impounded or quarantined for the applicable periods of time, may be accepted into CAWS's adoptive programs and processed as outlined in the then current version of CAWS policies and procedures. Prior to allowing adoption, CAWS will ensure that each such animal has been first examined by a veterinarian and given any required vaccinations and other necessary health care such as de-worming and spaying/neutering. In cases where an animal's adoptability is in question (extreme aggressiveness toward humans, dire illness, etc.), a majority vote from a three-member team will be required before the animal may be euthanized. This team will consist of the City's Chief of Police (or an appointed designee), a veterinarian and a representative from CAWS (shelter manager, shelter director or a member of the CAWS Board of Directors). The City's Chief of Police or designee may utilize a behavioral analysis test to determine the adoptable factors of a particular animal. Adoptions will be conducted at the shelter during operating hours. All marketing and promotion of animals awaiting adoption will be responsibility of CAWS. If after adoption, another person claims prior rights of ownership, CAWS staff will inform the City's Police Department and/or ACO of the claimant's contact information.

19. Fees for adoptions and owner relinquishments will be established by CAWS in keeping with its other programs. Current fees are as follows: Dog/Puppies adoption: \$80, Cat Adoption: \$35, Kitten Adoption: \$50, Owner Surrender: \$35. All such fees shall be the sole property of CAWS.

20. All intake and disposition paperwork assembled and maintained by CAWS with regard to the Delta Animal Shelter shall be shared with the Delta Police Department upon request.

21. All existing animal traps, equipment, freezer, cages, etc. located at the Delta Animal Shelter will, at all times, remain the City's property and will remain at the facility for shared use by the parties. Under no circumstances may City property be removed from the facility itself.

22. CAWS will maintain all required licensing, record keeping and insurance. It will also comply with all terms and conditions of its anticipated formal lease with the City.

23. CAWS will maintain the Delta Animal Shelter in a clean, healthy, sanitary condition at all times. The City's Chief of Police, or designee, may inspect the facility at any time without prior notice. If the facility is found to be in an unsatisfactory condition, the City will immediately notify CAWS in writing, in which event CAWS will have five (5) working days thereafter to rectify the situation. If the unsatisfactory situation persists, this agreement between the parties, and the related lease, may be immediately terminated.

24. Upon termination of this agreement for any reason; CAWS shall provide the City with copies of all records associated with the Delta Animal Shelter. All impounded and quarantined animals kept at the shelter at the time of such termination shall thereupon become the responsibility of the City.

25. Animals belonging to the City known as Marty ~~and Tori~~ shall continue to be kept at the

Delta Animal Shelter, and not considered available for adoption, unless otherwise authorized by the City. All maintenance necessities for Marty ~~and Tori~~ shall be the responsibility of the City. Marty ~~and Tori~~ will be the sole permanent residents of the Delta Animal Shelter unless otherwise by the city.

26. CAWS will obtain written approval from the City before making any improvements to the animal shelter.

27. CAWS and City of Delta retain the right to terminate this agreement at any time. However, except in the event of a mutual agreement to terminate earlier, or under circumstances described in paragraph 23 above, termination shall not become effective until the 30th day after written notice of intent to terminate is provided by one party to the other.

28. (Added) CAWS shall maintain at the shelter for purchase collars and leashes for dogs and cats. CAWS shall maintain proper sales licensing and shall pay sales tax.

29. This agreement shall be governed by the laws of the State of Colorado. Venue for any legal dispute between the parties shall be in the Courts of Delta County, Colorado. (Added) This agreement shall be reviewed no later than April 30th of each year.

30. (Added) Debris generated as a result of business conducted by CAWS shall be properly disposed of. The grounds surrounding the immediate area of the shelter shall be maintained in a professional and clean manner. Trash and debris shall be removed and placed into the proper trash receptacle.

31. Breach of this agreement by either party shall entitle the other party to pursue all consistent legal and/or equitable remedies afforded by Colorado law. In addition to other remedies, a non-defaulting party may recover from a defaulting party all reasonable attorney fees and Court costs incurred for the enforcement of rights under this agreement.

32. In all respects, this agreement is intended to establish an independent contractor relationship between the parties. No employment, agency, partnership, co-venture or other similar relationship is contemplated hereby. The liability, indemnification and insurance provisions appearing in paragraphs 8 and 9 of the parties' concurrently executed lease agreement shall be deemed to apply equally to this agreement.

33. This agreement shall not be assignable by either party without the other's prior written consent.

34. Notwithstanding any other provision to the contrary, this agreement and the related lease referred to in paragraph 1 shall be subject to annual review by the parties.

35. CAWS representatives and/or volunteers shall not impair and/or hinder the performance of a governmental function, by a public servant, which includes animals considered Police evidence.

In Witness Whereof, the parties hereto have set their hands and seals on the day and year first above written.

City of Delta, Colorado

By: _____
Justin Clifton, Delta City Manager

By: _____
Robert Thomas, Delta Police Chief

Citizens for Animal Welfare and Shelter (CAWS)

By: _____
Rand Kokernot, President

By: _____
Joann Kalenak, Secretary

04/11/13

Resolution, 2013

A RESOLUTION OF THE CITY OF DELTA, COLORADO, EXTENDING CABLE TELEVISION SYSTEM PERMIT TO
AT&T BROADBAND OF COLORADO, LLC

WHEREAS, AT&T Broadband of Colorado, LLC, locally known as Optimum (“Permittee”) owns, operates and maintains a cable television system (the “System”) in the City of Delta, Colorado pursuant to a cable television permit (“Permit”) granted by the City Council of the City of Delta (the “Permit Authority”), and Permittee is the current duly authorized holder of the Permit; and

WHEREAS, the Permit is due to expire on April 30, 2013; and

WHEREAS, the Permit Authority and Permittee desire to negotiate a renewal of the Permit in accordance with Chapter 12.20.060 of the City of Delta Municipal Code; and

WHEREAS, additional time is needed beyond the Permit expiration date to negotiate specific terms of the Permit renewal.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

The City hereby extends the cable television permit to AT&T Broadband of Colorado, LLC for a period of six months.

LEASE AGREEMENT

THIS LEASE is made this ____ day of _____, 2013 between the Delta Urban Renewal Authority, herinafter “DURA”, and The Delta Area Chamber of Commerce, Inc., a Colorado Non-Profit Corporation, herinafter “Chamber”.

WITNESSETH

1. DURA hereby leases to Chamber that real property described as the Easterly 76 feet of Lot 1, Block 15, Original Plat of the Town, now City of Delta, Colorado, together with all its appurtenances for a term commencing at the time described in paragraph 2 and terminating on December 31, 2027.
2. During the term of this lease, the leased premises shall be operated as Chamber offices and a Visitors’ Information Center open to the public by Chamber, except as otherwise provided pursuant to paragraph 5.
3. Chamber will use said premises as a Chamber office and Visitors’ Information Center and for Chamber functions and purposes and public activities approved by The Chamber Board of Directors and for no other purpose whatsoever without written consent of DURA, and will not sublet said premises without the written consent of DURA, which consent will not be unreasonably withheld. Nor shall it permit the same or any part thereof to be used for any unlawful business or purpose whatsoever. This lease may not be assigned by Chamber.
4. Should Chamber wish to sublet a portion of the premises, written request shall be submitted to the Delta City Manager. Written requests shall specify the specific tenant to which Chamber proposes to sublet, the portion of the premises included in the sublet and the proposed agreement between Chamber and the sublet tenant. Chamber shall be responsible to ensure any sublet tenant pays any and all taxes as required by law. In all cases approval for subletting shall be made on a case by case basis. Chamber should establish rents for sublet tenants at fair market value in order to maintain fair competition with other commercial lease opportunities.
5. Chamber will protect said property, building, and improvements from all damages, and will keep the building, glass and improvements in as good repair as they are at the commencement of the lease excepting normal wear and tear, and will do no act whereby any insurance on the building may be invalidated, and will not remove or allow any other person to remove from said premises any of the buildings or improvements of any kind. Chamber will maintain the abutting sidewalk as required by City ordinances. DURA will have no responsibility for any interior or exterior maintenance whatsoever.
5. Chamber will keep the improvements upon the premises, including sewer connections, plumbing, wiring and glass in good repair, all at Chamber’s expense, and will keep the premises in a clean and sanitary condition. Upon termination of this lease,

Chamber shall surrender the premises in good condition and repair, excepting normal wear and tear.

6. Chamber will be in default under this lease upon the happening of any one or more of the following events:
 - a. Chamber fails to make any payment (including, without limitation, taxes, utilities, fines, and fees) when due; or
 - b. Chamber fails to satisfy promptly any representation, covenant, warranty, or other obligation under this lease or under any other agreement between DURA and Chamber; or
 - c. Chamber comes within the jurisdiction of any court as debtor under any bankruptcy, reorganization, or similar proceeding or law, whether or not such law is in existence on the date this lease commences.

7. To the maximum extent permitted by law, upon any event of default, DURA may in its sole discretion pursue any one or more of the following remedies (which will be exercisable cumulatively and concurrently or separately), provided notice of default is given by DURA to Chamber and Chamber shall have at least thirty (30) days time after receipt of such notice within which to cure any such default specified in Section 8:
 - a. Terminate this lease and seek damages.
 - b. Any remedy available at law or in equity.

8. The property is currently exempt from ad valorem real property taxes. In the event any portion of the property becomes taxable because of a sublease or change in the law, Chamber shall pay such taxes. Chamber may in good faith and by appropriate proceedings contest any such taxes and fees.

9. Chamber will provide all permits and licenses necessary for the operation and use of the property. Chamber will comply with all laws, rules, regulations, and ordinances applicable to the use, possession, and operation of the property.

10.
 - a. Chamber is an independent contractor. Chamber shall hold harmless and defend and indemnify DURA from any and all charges, bills, liens, actions, causes of action, claims and demands made or adjudged of any kind or nature, arising by virtue of any use of the demised premises herein described by the said Chamber, its officers, agents, assigns or employees or as a result of this lease. Chamber shall obtain and maintain in effect general liability insurance in a minimum amount of \$500,000 / occurrence and aggregate for both bodily injury and property damage. Chamber shall also insure all its personal property. DURA shall be named as an additional insured on said policies and provided with a copy of the policies. A condition of such policies shall be 15 days notice of cancellation to DURA.
 - b. DURA shall include the premises under DURA's insurance policies for fire and casualty loss. Chamber shall be listed as an additional insured on such casualty coverages.

11. In the event of casualty loss to the improvements covered by insurance, DURA and Chamber agree that the proceeds from such casualty insurance policies shall be used to repair or replace the loss sustained. Such repair or replacement shall be accomplished as soon as reasonably possible after the loss sustained.

12. Chamber does not have the power to bind DURA to any contract or obligation of any kind, including particularly those incurred for improvements to the leased premises. Chamber may make such improvements only with the consent of DURA, which consent will not be unreasonably withheld.

13. Chamber will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the property. Chamber promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, and encumbrance or claim if the same arises.

14. DURA assumes no liability for any damages of any nature which in any way relate to or arise out of ownership, lease, possession, use, operation, condition, sale or other disposition of the property, except to the extent proceeds from insurance coverages are available pursuant to paragraph 11 hereof.

15. DURA hereby extends to Chamber its covenant of quiet enjoyment of the lease subject to a covenant for the joint maintenance of the party wall, interior and roof with the owners of Lot 2 of Block 15.

16. a. In consideration of the terms and conditions of this lease, DURA agrees to sell to Chamber the leased premises, inclusive of all structures and any improvements, additions and alterations to said premises made by the Chamber, providing all the terms and provisions set forth in the agreements above, and all the terms and provisions of this Option, as set forth below, are carried out by the Chamber. This option shall commence on the date of the term of this lease and end upon termination of this lease.

b. Chamber may exercise the Option to Purchase during the entire term of this Agreement as follows:

1) Payment by the Chamber to DURA of \$1.00

2) Upon the decision of the Chamber to exercise the Option to Purchase, they shall notify DURA of the intention to purchase. DURA agrees to convey the subject property to the Chamber on or before sixty (60) days after notification of the intention to purchase. Conveyance shall be by good and sufficient warranty deed, subject only to any real estate taxes, free and clear of all liens and encumbrances, except reservations, rights-of-way, easements, covenants, and restrictions of record, or liens or encumbrances created by Chamber and to the maintenance covenant with the owner of Lot 2, Block 15. and to the following restrictions as to use: Chamber shall use the property for Chamber offices, purposes and functions, and as Visitors' Information Center until December 31, 2027, unless the consent of DURA is obtained.

17. This lease may be assigned by DURA to the City of Delta.

18. This lease contains the entire agreement between the parties, and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

19. It is further expressly understood and agreed that all covenants and agreements contained in this lease shall extend to and be binding on the successors, legal representatives and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

THE DELTA URBAN RENEWAL AUTHORITY

By _____

THE DELTA AREA CHAMBER OF COMMERCE, INC.

By _____



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

April 16, 2013

Katherine Sanguinetti
Colorado Department of Corrections
2862 South Circle Drive
Colorado Springs, CO 80906

RE: Colorado Department of Corrections – Delta Correctional Center

The City of Delta strongly urges the Colorado Department of Corrections to continue the support of the Delta Correctional Center (DCC). The DCC has a positive impact on our economy through its payroll, its patronage to 131 local vendors and its work release program. The payroll and vendor payments account for a direct impact of over \$5,000,000 for Delta County. This positive impact has a multiplier effect that helps keep our local businesses open while the fragile economy recovers.

In addition, the work crews at DCC provide an average of 150,000 hours of service valued at \$954,252 per year. In the City of Delta alone, the financial benefit of the work release program is over \$130,000 annually (figured at minimum wage). If the DCC were closed, the cost to replace the lost labor support would be well over \$250,000. Beyond the City of Delta, this partnership directly benefits 34 other local, state and federal partners. Labor provided by the DCC work crews have allowed federal partners to better leverage grant dollars, which has resulted in the completion of projects that would otherwise not be possible. Even more importantly is the job skills, work ethic, and sense of accomplishment that is learned by the work crews as they finish each job. This is invaluable as research has shown these programs reduce recidivism, which in turn reduces overall costs.

The City understands tough decisions need to be made regarding Colorado's correctional facilities. Our only request is that you recognize fully the impact such facilities have on the communities in which they operate. The Delta DCC has a unique relationship with the community that is worth preserving. If this value is considered, we are confident this facility will remain open and fully operational.

Respectfully yours,

Ed Sisson
Mayor, City of Delta



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

April 16, 2013

John W Hickenlooper, Governor
136 State Capitol
Denver, CO 80203-1792

RE: Colorado Department of Corrections – Delta Correctional Center

The City of Delta understands that the State is looking at correctional facilities and may elect to close certain facilities in the future. The City of Delta strongly urges you to continue the support of the Delta Correctional Center (DCC). The DCC has a positive impact on our economy through its payroll, its patronage to 131 local vendors and its work release program. The payroll and vendor payments account for a direct impact of over \$5,000,000 for Delta County. This positive impact has a multiplier effect that helps keep our local businesses open while the fragile economy recovers.

In addition, the work crews at DCC provide an average of 150,000 hours of service valued at \$954,252 per year. In the City of Delta alone, the financial benefit of the work release program is over \$130,000 annually (figured at minimum wage). If the DCC were closed, the cost to replace the lost labor support would be well over \$250,000. Beyond the City of Delta, this partnership directly benefits 34 other local, state and federal partners. Labor provided by the DCC work crews have allowed federal partners to better leverage grant dollars, which has resulted in the completion of projects that would otherwise not be possible. Even more importantly is the job skills, work ethic, and sense of accomplishment that is learned by the work crews as they finish each job. This is invaluable as research has shown these programs reduce recidivism, which in turn reduces overall costs.

The City understands tough decisions need to be made regarding Colorado's correctional facilities. Our only request is that you recognize fully the impact such facilities have on the communities in which they operate. The Delta DCC has a unique relationship with the community that is worth preserving. If this value is considered, we are confident this facility will remain open and fully operational.

Respectfully yours,

Ed Sisson
Mayor, City of Delta

Attorney Comments



City Manager Comments



Councilmember Comments



Executive Session: