



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**

**May 21, 2013
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Planning Commission Appointments**
- F. Delta Housing Authority Appointment**
- G. Public Hearing: Special Events Permit Application; Delta Elks**
- H. 3.2% Beer License Renewal; Pizza Hut**
- I. Parking Lot Closure Permit for Hoolie's Place**
- J. Wellness Pool/ Fitness Expansion Contracts**
- K. HVAC Design Contract**
- L. Amend City Manager's Contract**
- M. Cable TV Franchise**
- N. Public Works Week Proclamation**
- 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 Confluence Drive contract and the City Attorney position.

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, Robert Jurca, Mary Cooper, and Ray Penick along with City Manager Justin Clifton. Absent was 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 Penick and seconded by Councilmember Raley to approve the minutes of the April 16, 2013 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

There were none.

Reschedule Regular Council Meeting of June 18th, 2013

City Manager Justin Clifton explained that CML is holding their annual conference June 18th – 21st. There will be three Councilmembers attending the conference as well as a few staff members. He suggested changing the regular meeting on June 18th to either the June 11th, 17th or 25th.

It was moved by Councilmember Raley and seconded by Councilmember Jurca to reschedule the regular meeting schedule on June 18, 2013 to June 17, 2013. All in favor, motion carried.

CML Board Applications

Manager Clifton stated that CML has recently released a call for members for the Executive Board. Mary Cooper has served on their Policy Committee so it makes sense to try to elevate that position and get some more representation. The criteria for the application require board support to apply for the position.

Councilmember Cooper stated that she has enough time to travel back and forth.

It was moved by Councilmember Penick and seconded by Councilmember Raley to that the board support Mary Cooper for the CML Executive Board. All in favor, motion carried.

Councilmember Cooper thanked everyone for their support.

Regular Meeting, Delta City Council, May 7, 2013 (cont.)

1397 E. 7th Street Lease Agreement

Manager Clifton reported that this agreement has been vetted in a couple executive sessions. He did make on minor alteration after the attorney review it. In section 7 under maintenance and repairs there was reference to a document titled "exhibit A" that has been removed. The repairs that were to be completed before move in were repairs that needed to completed whether or not the house been occupied or not like tree trimming or removal and some asbestos abatement in the basement. So he didn't believe it needed to be referenced.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the lease agreement for 1397 E. 7th Street.

Councilmember Penick stated that this is a win/win situation for all parties involved.

Mayor Sisson called for a vote; all voted in favor, motion carried.

Exchange and Relocation Agreements

Manager Clifton stated that agreements with the railroad are ready for Council's approval and signature. There have been a lot of negotiations regarding these agreements. The agreements are quite extensive and were not put in the packets because of their size. However, they have been available at City Hall for anyone to review.

Public Works Director Jim Hatheway reported that the attorney has approved the contract. This and been a very lengthy process.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to adopt the exchange and relocation agreements and authorize the City Manager to execute said agreements. All in favor, motion carried.

Confluence Drive Change Order

Manager Clifton stated that staff is trying to provide Council with everything. A project of this scope, size and one that is under taken by moving forward with construction while still negotiating with the railroad have some of the uncertainties and some of those are coming forward now. There are some specific change orders. Staff wanting to make sure that they are disclosing everything they know on any given day. The memo of information that has been provided includes other potential costs as well as savings. As it stands now, this change order not only will exhaust and exceed contingencies but likely there will be a need for additional funds. They are estimating potential overruns in the amount of \$656,000.

Director Hatheway reported that this change order is a result of UP not allowing access until after construction of the rail which includes a 30 day seasoning period, which will allow access in mid November. Staff essentially now has two projects; one from 5th Street north is now an import heavy project and the other to the south is now an export driven project. He explained that on the positive side of this, public works will now be able to help the parks department in the reclamation project at River Bend Park. They will use materials from that site for the truck route which is a savings of approximately \$500,000. There are some additional savings that are summarized in the supplemental information as well as possible costs.

Regular Meeting, Delta City Council, May 7, 2013 (cont.)

Confluence Drive Change Order (cont.)

Mayor Sisson questioned what the seasoning period is.

Director Hatheway stated that the seasoning period runs until after they have trains on the track to verify that it will withstand the train.

There was additional discussion regarding the seasoning period as well as why UP will not allow access until after that period has run.

Director Hatheway explained that within his memo he tried to provide realistic view as to where we stand moving forward as best as he can look into the future. Depending on how other aspects work out there are certainly potential scheduled implications.

Councilmember Cooper stated she believes the City is getting treated pretty fairly.

Manager Clifton agreed. He also explained that Hamon is doing the best they can to work with the City. He stated that to address the budget generally; the City has also received an award for an additional \$1 million for DOLA. That amount also in the budget. If some of these additional savings and costs materialize the City will possibly need to transfer funds from the citywide fund of approximately \$850,000. The impact on the fund will reduce the balance to less than \$1 million. That may create a significant challenge in that fund to have a period of recovery. The City may not be able to complete larger projects without grant funding or other means. The good news is the funds are there and is available if needed.

It was moved by Councilmember Cooper and seconded by Councilmember Raley approve the Confluence Drive change orders as presented at this time. All in favor, motion carried.

Wetlands Mitigation Project Award

Manager Clifton stated that project is as a result of the truck route. This is within budget so staff is recommending awarding the project to the low bidder.

Director Hatheway reported that staff has begun the work. He explained the requirements of the 404 permit from the Army Corps of Engineers. He also explained the bids.

It was moved by Councilmember Jurca and seconded by Councilmember Cooper award Wells Excavation & Farming, LLC the wetlands mitigation project for \$31,990.00. All in favor, motion carried.

Director Hatheway invited Council to come down to the site if they would like to see how the project is moving forward.

City Attorney Comments

There were none.

Regular Meeting, Delta City Council, May 7, 2013 (cont.)

City Manager Comments

Manager Clifton commented on the following items:

- He handed out the Golf Week magazine recognizing Devil's Thumb Golf Course as the 7th best course in the state. He stated it has some historic information included in the article.
- He also handed out thank you cards from organizations that have used the golf course.
- The Delta Police Department has promoted Chris Bentler and Everett Neil to Sergeants.
- Rod Myers has also been promoted to a department head position in the internal services department.

Councilmember Comments

Councilmember Cooper thanked everyone for their support in proceeding for with applying for the CML Executive Board. She stated that as of last Friday she has been a Councilmember for eight year.

Councilmember Jurca commented on his vacation.

Councilmember Penick stated that CML is having their luncheon next week and he plans on attending.

Mayor Sisson recognized the Delta Police Department for dealing with the plane landing on Highway 50.

Executive Session

It was moved by Councilmember Jurca 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 and also for discussion regarding the Silver Street Property Appraisal. All in favor, motion carried.

At 7:23 p.m., the Regular Meeting was recessed. The Executive Session was convened a short time later.

At 7:44 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 Mary Cooper, Ray Penick and Bill Raley City Manager Justin Clifton and Public Works Director Jim Hatheway. 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.

Jolene E. Nelson, City Clerk

Item D:

Citizen Comments



MEMO



Community Development

www.cityofdelta.net

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

Date: May 21, 2013
To: Mayor, City Council and City Manager
From: Glen L. Black, Director of Community Development
Re: Planning Commissioner Appointments

A handwritten signature in purple ink, appearing to be 'GLB', located to the right of the 'From' field.

RECOMMENDATION

Staff would recommend City Council appoint Tish Oelke and Carl Jahn to serve on the City of Delta Planning Commission.

BACKGROUND

Tish Oelke has served previously on the Planning Commission.

- Appointed : April 2006 & March 2009
- Terms: Three years, two terms maximum (six *consecutive* years)
- Term Ended March 2012

Carl Jahn has served previously on the Planning Commission.

- Appointed: April 2007 & April 2010
- Terms: Three years, two terms maximum (six *consecutive* years)
- Term Ended March 2013

The openings were advertised in the Delta County Independent on January 16, January 30, February 27 and March 6. The openings were also advertised continuously on the City of Delta website from January 16 until April 18. No other applications have been received.

STAFF REVIEW AND DISCUSSION

Both Tish and Carl have served well on the Planning Commission. They worked hard on learning the code. They are very good at asking questions and understanding the issues. Staff appreciates their input and looks forward to working with them for another three years.

CHARTER REFERENCE

Charter Article IV Section I par 49 and 50

49. Planning Commission. There shall be a City Planning Commission consisting of seven members appointed by the Council who shall be qualified electors of the City. (Amended 4-2-96)

50. Terms. Members of the Planning Commission shall be appointed for staggered three-year terms with no Commissioner eligible to serve more than six consecutive years. Commissioners may be removed by Council for misconduct, malfeasance or excessive absence from meetings. Any vacancies shall be filled by Council for the remaining term. The current terms of the Commissioners shall be restated by the Council April 1, 1996, to two three-year terms, two two-year terms, and three one-year terms, and they shall be eligible for one more consecutive three-year term thereafter, notwithstanding the six year limitation of this section. (Amended 4-2-96)

Thank you for your attention.



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MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: May 17, 2013
Subject: Delta Housing Authority Board Applications

Recommendation

Staff recommends appointing Terri Hocking to the Delta Housing Authority Board.

Background

Terry Hocking has previously served on the Delta Housing Authority. She has completed her first term. The opening was advertised in the Delta County Independent as well as on the City's website. Ms. Hocking was the sole applicant. This vacancy does require the applicant to live in the housing units of Delta Housing Authority and Ms. Hocking meets that requirement.

Cost

There is no cost to the City.

Alignment With Strategic Planning

The Delta City Council adopted a resolution in 1973 stating "... the local governing body must meet and appoint Commissioners to its Local Housing Authority...."

Action to be Taken if Approved

Should Council choose to appoint Ms. Hocking the Clerk with notify Jo Rosenquist with Delta Housing Authority.



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MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: August 2, 2012
Subject: Delta Elks Lodge #1235 Special Events Permit Application

Recommendation

Staff recommends approving a Special Events Liquor Permit to the Delta Elks Lodge #1235 for their event scheduled on July 27, 2013.

Background

Delta Elks Lodge #1235 has submitted an application for a Special Events Liquor Permit at 563 Main Street on July 27, 2013. The application specifies that they plan to sell malt, vinous and spirituous liquor from 12:00 p.m to 2:00 a.m. 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.

Cost

There is no cost to the City.

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 it and issue the permit.

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 type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input checked="" 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 | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
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

DO NOT WRITE IN THIS SPACE
LIQUOR PERMIT NUMBER
State Sales Tax Number (Required) 04-01745

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE DELTA ELKS LODGE #1235		State Sales Tax Number (Required) 04-01745	
2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) 563 Main Street Delta, CO 81416		3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 563 Main Street Delta, CO 81416	
NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Joe Siennicki		21170 Pleasant Valley Rd, Delta, CO	970-874-1918
5. EVENT MANAGER <i>Clarence Mansker</i>		<i>PO Box 904, Delta, CO</i>	<i>970-874-8766</i>
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES TO WHOM? <u>Delta Elks #1235</u>	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date
7/27/2013			
Hours From To	Hours From To	Hours From To	Hours From To
12:00 p.m. To 2:00 a.m.			

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>Clarence Mansker</i>	TITLE <i>Trustee</i>	DATE <i>4/30/13</i>
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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)	\$.



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MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: May 14, 2013
Subject: 3.2% Beer License Renewal for Pizza Hut

Recommendation

Staff recommends approval of a 3.2% beer license renewal for Pizza Hut located at 1252 South Main Street. The Police Department's report and recommendation is attached.

Background

The current liquor license expires June 9, 2013.

Cost

There is no cost to the City to renew this license. The applicant has paid the \$96.25 renewal fee to the State, and the City renewal fee of \$78.75 as well as the City's \$150.00 liquor occupation tax.

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**

Fees Due	
Renewal Fee	_____
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 High Plains Pizza, Inc		DBA PIZZA HUT #252		
Liquor License # 42-923000-6	License Type 3.2 Beer (2121)	Sales Tax License # 04292300-0005	Expiration Date 6-9-13	Due Date 5-13-13
Street Address 1252 S main st. Delta, CO 81416-1851				Phone Number 970-874-5721
Mailing Address P.O. Box 2438 Liberal, KS 67905				
Operating Manager Pam Jones	Date of Birth 2-6-61	Home Address 850 Meeker St.		Phone Number 970-477-1524

- 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 12-31-2021
- 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 Amy Hinkle	Title V.P.
Signature Amy Hinkle	Date 4-26-13

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

City of



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LIQUOR LICENSE RENEWAL RECOMMENDATION

To: City Council

Re: Application of High Plains Pizza, Inc.
DBA: Pizza Hut #252

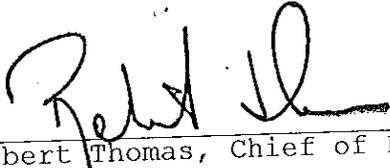
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

No Liquor violations in the past twelve months.

Remarks:

Police Department recommendation:

Recommend liquor license renewal.



Robert Thomas, Chief of Police



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MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: May 14, 2013
Subject: Special Permit for Temporary Closure Request from Hoolie's Place

Recommendation

It is recommended that the Council approve the special permit for temporary closure request from Hoolie's Place for their event scheduled on June 15, 2013.

Background

Rebecca Angel has submitted a special permit for temporary closure for their Annual Delta Motorcycle Show that is scheduled on June 15, 2013. She is requesting to close the parking lot located at 220 Main Street. The \$25.00 permit fee has been paid as well as the \$50 deposit.

Cost

There is no cost to the City.

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

The Mayor will sign the special permit and the Clerk will notify Ms. Angel of the approval.

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

Date of Application: 5/7/2013

PLEASE PRINT OR TYPE

Event Information:

Date & Specific Time of Event:

June 15, 2013

Location(s) of Event: 220 Main St., Delta Parking Lot

Name and Description of Event: Delta Motorcycle Show

Applicant:

Name of Organization, Group, or Individual: Hoolies Place

Authorized Contact Person: Rebecca Angel

Mailing Address: 220 Main St., Delta

E-Mail Address: rsangel@tds.net

Phone Number: (Day) 874-7060 (Evening) 874-7060

Special Equipment Needs (power, water etc.):

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

Application Fee of \$ 25⁰⁰

Deposit of \$ 50.00 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 We will have vendors, jewelry, T-Shirts
Use from 8am till 5pm.

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: _____
 Start Time of Closure: _____ Ending Time of Closure: _____

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

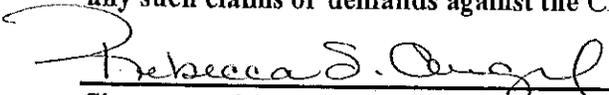
Barricades, cones and signs needed:

Barricades: _____ Signs: _____ Cones: _____
 Time and Date for Delivery: _____
 Time and Date for Pickup: _____

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 of Applicant or Representative

May 2, 2013

 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



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To: Mayor Sisson and Council
From: Wilma Erven, Culture & Recreation Division Director
Date: May 16, 2013
Subject: Contract approvals Recreation Center Expansion

RECOMMENDATION

Staff is asking Council to review and award the soils testing contract for the Recreation Center Expansion to Huddleston-Berry Engineering & Testing, LLC in the amount of not to exceed \$15,618; as well as review two change orders that will be within the cost of the GMP.

BACKGROUND

1. During Design Development stage of the Recreation Center's expansion, Huddleston-Berry Engineering & Testing, LLC conducted soils testing. The project will need an ongoing soils testing company for multiple stages of the construction.

Staff submitted an RFP for soils testing and received two bids for the scope of work. Huddleston-Berry Engineering & Testing, LLC from Grand Junction bid was a total fee not to exceed \$15,618. Buckhorn Geotech Engineers from Montrose bid was \$15,630.

Staff is recommending Huddleston-Berry Engineering due to their previous knowledge of the conditions that exist at the project site and based on their lowest bid.

2. During the original GMP it was believed that the Recreation Center was a Type II-A building, however with further review of both the UBC & IBC (building codes) to keep the building type the same it needed to be classified as a Type III-A. Under the code of this type of building, further fire protection requirements will need to be met. These needs will come to approximately \$85,000. At this time staff proposes that this fee would come from putting the UV unit for the pool on hold until the end of the project, we have it in the GMP at \$60,000. Hopefully with savings/contingency we will still be able to install the UV unit. Item three listed below, will make up the remainder of this fee.

3. The second change order, is that we will be using a different type of sports flooring in the new Fitness Area that is creating a \$23,000 saving. Quality is equivalent to the original proposed product, the only difference being it is a roll out product instead of tile.

COST

Soils Testing contract is not to exceed \$15,618. This is not an item in the 2013 budget however; staff has an \$18,000 line item in the budget for "WebTrac" a product that will not be purchased this year.

The \$85,000 fire protection project will be within our current GMP that is in the budget.

ALIGNMENT WITH STRATEGIC PLANNING

The project was started with the continuation of the sales tax until 2020, which was approved in 2008 for capital improvements. A Master Plan was developed in 2009 with both of these projects included. During the Master Plan process the public meetings brought forth the information that these two projects were of utmost concern to the public.

In the process of replacing the HVAC unit that controls the Aquatics space temperature and humidity, the decision was made to purchase a unit that would be able to handle the additional Aquatics space.

ACTIONS TO BE TAKEN IF APPROVED

Notice of Award will be given and the contract will be completed. With the approval the City Manager will sign the contract. Notice to Proceed will then be awarded and the project will begin.

ASI-01 (OPTION 3) - PRICING WORKSHEET

Increase exterior walls / roof height of pool by 6 feet, revise to structural masonry in pool area, add gyp board roof assemblies at all new areas (excluding the pool), no intumescent coatings, no gyp board assemblies over pool

A. ADDED SCOPE OF WORK

COMPANY	AREA	DESCRIPTION	PRICE
TP Acoustics	POOL MECH RM	Add framing and 5/8" Type X Gyp Board (finished) under entire roof deck	\$27,152
	ACID /CHLORINE	Add framing and 5/8" Type X Gyp Board (finished) under entire roof deck	
	STUDIO	Add framing and 1/2" Fire Code C Gyp Board (fire-taped) under roof deck	
	CARDIO	Add framing and 1/2" Fire Code C Gyp Board (finished) under roof deck	
	ALL	Add perimeter fire caulking / joint sealant	
TP Acoustics	WELLNESS POOL	Add overframing over existing roof due to increased roof height	\$1,363
TP Acoustics	WELLNESS POOL	Add 6' of exterior furring and insulation	\$10,014
TP Acoustics	WELLNESS POOL	Add additional eave framing for overhang onto lower roof	\$1,764
TP Acoustics	WELLNESS POOL	Add 6' of interior soffit framing and sheathing between new and existing pl	\$1,728
Timberwolf Steel	WELLNESS POOL	Delete steel columns and wind frame	-\$11,973
Timberwolf Steel	WELLNESS POOL	Add masonry embeds and steel deck over existing roof, add overhang	\$12,148
Flattop Steel	WELLNESS POOL	Add 1 helical pier at grid line 13, increase capacity to 75 kips	\$2,400
Flattop Steel	WELLNESS POOL	Add helical pier load test for 75 kip pier	\$2,000
Mays	WELLNESS POOL	Revise rebar in grid line 13, add one concrete pilaster for helical pier	\$1,435
L.E. Dangler	WELLNESS POOL	Revise to structural masonry walls, increase height by 6'	\$40,685
FCI	WELLNESS POOL	Add soffit board for new overhang over mechanical rms (grid line E.1)	\$1,000
RJ's Painting	WELLNESS POOL	Add 6' of finished interior wall paint and APC Coating	\$1,350
Casias	WELLNESS POOL	Add 6' of exterior stucco	\$8,862
Kruger Roofing	FITNESS	Add layer of 5/8" Type X Gyp Bd to roof assembly	\$2,999
Kruger Roofing	WELLNESS POOL	Add roofing for increased overlap onto existing roof	\$5,989
Keyman	WELLNESS POOL	Add heat detectors	\$495
Coolings	WELLNESS POOL	Revise aluminum ductwork layout / length	\$2,250
Coolings	FITNESS	Add fire dampers	\$1,470

TOTAL: \$113,131

B. DELETE FIRE SPRINKLERS IN NEW AND EXISTING POOL

COMPANY	AREA	DESCRIPTION	PRICE
Affordable Fire	WELLNESS POOL	Delete fire sprinklers (including in existing pool)	-\$35,400
FCI	WELLNESS POOL	Eliminate allowance for paint on existing pool fire sprinklers	-\$5,000

TOTAL: -\$40,400

C. SCHEDULE IMPACT / POTENTIAL GENERAL CONDITIONS

COMPANY	AREA	DESCRIPTION	PRICE
FCI	ALL	Potential GC's for 1.5 week schedule extension (@ \$5,700 / wk)	\$8,550

TOTAL: \$8,550

TOTAL: \$81,281

5% Contingency Allowance \$4,064

TOTAL ESTIMATED COST FOR OPTION 3: **\$85,345**

TURNOVER DATE: December 6, 2013



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

MEMO

To: Mayor, Council & City Manager
From: Rod Myers – Fleet/Facilities Manager
Date: May 21, 2013
Subject: Mechanical systems upgrades for PD, City Hall, Waste Water Treatment Plant.

Recommendation

Staff recommends that Council approve selection of Bighorn Consulting Engineers to design the heating, ventilating and air conditioning systems for City Hall, PD and Waste Water Treatment plant.

Background

The HVAC systems in City Hall, PD and the Waste Water Treatment Plant are and have been very in-efficient for some time. There has been money budgeted in 2013 for designing new systems for these facilities. An ad for the RFP was posted in the local newspaper (DCI), was put on the City's website, and staff made phone calls and sent emails to three companies that were familiar with City facilities directing them to the City's website. They were Big Horn Consulting Engineers from Grand Junction, Ennovate Corp from Aurora, and TerraVision from Delta. RFP's were due on April 30, 2013 by 3:00pm. Big Horn Consulting was the only responder to the RFP. The scope of the work will include the design of heating, ventilating and air conditioning systems. Electrical design will include power wiring and distribution for the mechanical equipment. Structural design will include new roof framing and unit support (if necessary) for the installation of new roof top equipment.

Cost

The bid from bighorn breaks down as follows:

<u>Facility</u>	<u>Cost</u>
City Hall	\$ 17,500.00
Police Department	\$ 2,500.00
Waste Water Treatment Plant	\$ 9,500.00
Total	\$ 29,500.00

Alignment with Strategic Planning

All locations slated for HVAC upgrades are City owned assets in need in maintenance.

Action to be taken if approved

To use Big Horn Consulting Engineers services to design new HVAC system for City Hall, Police Department, and Waste Water Treatment Plant.



MEMO

To: City Council
From: Justin Clifton, City Manager
Date: May 17, 2013
Subject: City Manager Contract

RECOMMENDATION

Staff recommends that Council approve amendments to the City Manager contract to capture changes approved since the original agreement was signed.

BACKGROUND

Council has approved two changes to the City Manager contract that are incorporated in the enclosed draft. The two changes are:

1. The City will provide the City Manager a vehicle allowance instead of a City owned vehicle.
2. The City will provide housing in accordance with the terms of the lease agreement dated May 7, 2013 and eliminate the 5% increase in compensation contemplated in the original agreement.

COST

There are no costs with the amendments to the contract. The changes in the City Manager vehicle and compensation were previously approved.

ALIGNMENT WITH STRATEGIC PLANNING

Article II Section 12 of the Delta City Charter outlines powers of the Council to appoint the City Manager. The draft amendments capture decisions previously made by Council.

ACTIONS TO BE TAKEN IF APPROVED

The City Manager and Mayor will sign the amended contract.

Employment Agreement

Introduction

This Agreement, first entered on the first day of October, 2012 and hereby amended on the twenty first day of May, 2013 by and between the City of Delta, Colorado a municipal corporation, (hereinafter called "Employer") and Justin T. Clifton of Bayfield, Colorado, (hereinafter called "Employee") an individual who has the education, training and experience in local government management necessary to perform the duties of the position of City Manager of Employer. The parties agree as follows:

Section 1: Term

This agreement shall remain in full force and effect from the above listed commencement date until terminated by the Employer or Employee as provided in Sections 9, 10 or 11 of this Agreement. Employment is at will, meaning that either Employee or Employer may terminate the employment relationship with or without cause, and without prior notice except as may be otherwise expressly provided herein.

Employee reports to City Council, the governing body of Employer. Nothing in this agreement shall prevent, limit, or otherwise interfere with the rights of the City Council to terminate the services of Employee at any time pursuant to the City Charter. Employee shall serve at the pleasure of the Council.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the City Charter of the City of Delta, to perform other legally permissible and proper duties and to carry out any additional functions the City Council may assign from time to time.

Section 3: Compensation

A. Employer agrees to pay Employee an annual base salary of \$95,000.00, payable in bi-weekly pay periods and on pay days in the same manner as for the other regular full-time management employees of the Employer. The salary covers all hours worked by Employee and Employee shall not be entitled to additional compensation or compensatory time for overtime.

B. Employer agrees to provide housing as additional compensation as outlined in Lease Agreement dated May 7, 2013.

C. After one year, consideration shall be given on an annual basis to increase compensation dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement, revenues, expenses and other factors the City Council deems relevant. Increased compensation can be in the form of a salary increase and/or a bonus.

D. This agreement shall be automatically amended to reflect any salary or benefit adjustments that are provided for all employees (i.e. cost of living adjustment for employees), as approved by City Council from time to time.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay a portion of the premiums for health, hospitalization, surgical, and comprehensive medical insurance, vision and dental insurance equal to that which is provided to all other regular full-time management employees of the City of Delta, for the Employee and his dependents, which benefits are subject to change from time to time by the Delta City Council in accord with Employer's personnel policies.

B. The Employer agrees to provide and to pay the premiums for short term and long term disability coverage for the Employee equal to what is provided to all other regular full-time management employees of the City of Delta, which benefits are subject to change from time to time by the Delta City Council in accord with Employer's personnel policies.

C. The Employer agrees to provide and to pay the premiums due for term life insurance for the Employee equal to what is provided to all other regular full-time management employees of the City of Delta, which benefit is subject to change from time to time by the Delta City Council in accord with Employer's personnel policies. The Employee shall be responsible for designating the beneficiary of the life insurance policy, in the absence of which designation the policy proceeds shall be payable to Employee's estate.

Section 5: Vacation, Sick, and Military Leave

A. Upon commencing employment, the Employee shall accrue PTO leave each pay period the same as other regular full-time employees of the City of Delta.

B. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued and unused PTO, up to the maximum accrual allowed based on Employee's period of employment under Employer's personnel policies.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile.

Employer shall pay Employee a vehicle allowance in the amount of \$400 per month. The Employee will otherwise be responsible for all costs associated with using a personal vehicle for City business including insurance, fuel and all required maintenance. Employee will be expected to use a personal vehicle for all City business within a 75 mile radius of Delta. Employee shall be entitled to use a City provided vehicle or shall be entitled to mileage reimbursement consistent with City of Delta policy for travel to destinations in excess of 75 miles. Employee must maintain a valid Colorado drivers' license and be insurable by Employer's insurer as a condition of any use of City vehicles.

Section 7: Retirement

A. Employer agrees to enroll Employee into the same retirement plan that is provided to other regular full-time management employees, which currently is a 401A established defined contribution plan to which Employer contributes an amount equal to 7% of Employee's salary each pay period and Employee contributes 5%.

B. Employer also currently offers employees participation in a Section 457 plan, but Employer does not contribute to this plan. Contributions shall be at the discretion of Employee.

Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for reasonable professional dues and subscriptions of the Employee deemed necessary or desirable by Employer for Employee's continued professional participation, growth, and advancement as Delta's City Manager, and for the good of the Employer. Membership shall include but not be limited to International City/County Management Association (ICMA), Colorado City/ County Management Association (CCCMA) and Colorado Municipal League (CML).

B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee as City Manager and to pursue necessary official

functions for Employer as City Manager, including but not limited to the ICMA Annual Conference, the CML Annual Conference, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are deemed necessary or desirable by Employer for Employee's professional development as Delta City Manager and for the good of the Employer. Such courses, institutes and seminars shall include but not be limited to the ICMA Voluntary Credentialing Program.

D. Employer recognizes that certain budgeted expenses of a non-personal but job-related nature may be incurred by Employee, and agrees to reimburse or to pay said general expenses upon submission of duly executed and approved expense vouchers. The City Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits from Employee.

E. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall budget for and pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations that are deemed appropriate by Employer.

F. The Employer shall provide Employee with a laptop computer and software required for the Employee to perform the job. A cell phone or cell phone allowance per City of Delta Policies and Procedures will be provided by Employer to maintain constant communication. Employer provided items shall be the property of Employer and must be returned to Employer upon request or upon termination of employment, whichever first occurs. Employee agrees that all information stored on the laptop or Employer provided cell phone shall be the property of Employer and subject to Employer's review, copying and distribution at Employer's discretion. Employee has no reasonable expectation of privacy with regard to personal information stored on Employer's equipment. Employee shall have no right to retain this information after termination of the employment relationship.

G. Nothing in this section entitles Employee to incur or be reimbursed for expenses beyond what is budgeted and approved by the Delta City Council. Employee must report all business expenses for which Employee requests reimbursement to Finance Director and provide all required documentation by no later than 30 calendar days after such business expense is incurred, absent which Employer shall have no obligation to reimburse Employee.

Section 9: Termination

For purposes of this Agreement, termination of this employment relationship shall occur when:

A. A majority of the Delta City Council votes to terminate Employee at a duly authorized public meeting. Termination may be with or without cause. Termination with cause by the Employer shall be restricted to the following:

1. Conviction of a felony
2. Crimes of moral turpitude such as stealing, lying, embezzlement or other crimes involving dishonesty
3. Verified use of an illegal drug
4. Verified use of alcohol while on the job or while operating equipment owned by Employer
5. Willful insubordination

B. If Employer, citizens or legislature acts to amend any provisions of the charter, code,

or enabling legislation pertaining to the role, powers, duties, authority, responsibilities of Employee's position that substantially changes the form of government, and Employee exercises the right to declare that such amendments constitute termination if such written declaration is received by the City Council no later than 30 days after the amendments become effective.

C. If Employer reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, and Employee exercises the right to declare that such reduction constitutes termination if such written declaration is received by City Council no later than 30 days after the reduction becomes effective.

D. If the Employee accepts in writing an offer of resignation made by the Mayor as representative of the majority of City Council, and such acceptance is received within the time period allowed for such acceptance in the offer, then the Employee may declare a termination as of the date stated in the offer.

E. A party fails to cure a breach of contract declared by the other party by the end of a 30 day cure period; or immediately upon written notice of a second breach of contract. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.

F. Employee voluntarily resigns, dies, or when he is terminated because he is not physically or mentally able to perform the essential functions of his job after all applicable leave is exhausted.

G. Employee engages in gross misconduct as the term is used for determining an employee's right to unemployment benefits.

Section 10: Severance

A. No severance pay or benefits shall be owed by Employer to Employee if employment terminates because of reasons set forth in Sections 9.A (with cause), 9.E (Employee's breach), 9.F or 9.G above.

B. If Employee is terminated because of the reasons set forth in Sections 9.A (without cause), 9.B, 9.C, 9.D, or 9.E (Employer's breach), Employer shall provide severance payment equal to six months' salary at the current rate of pay. This severance allowance shall be paid in a lump sum within thirty (30) days of the effective date of termination unless otherwise mutually agreed by Employer and Employee. Employer shall also concurrently reimburse Employee for Employer's portion of health insurance premiums for the subject six-month period, if Employee or Employee's dependants are eligible for and elect to continue coverage under COBRA.

C. Regardless of the reason for termination, Employee shall also be compensated for all salary and accrued unused PTO (up to the applicable maximum) through the last day of employment. If permitted by the plan, Employer agrees to make a contribution to the Employee's 401A retirement account on the value of this salary and PTO compensation calculated using the rate ordinarily contributed on regular compensation.

Section 11: Resignation

In the event that Employee voluntarily resigns his position with Employer, Employee shall provide a minimum of 30 days notice unless the parties agree otherwise. Breach of this provision by Employee shall entitle Employer to liquidated damages of \$8,000.00 which may be offset against Employer's final severance obligations to Employee.

Section 12: Performance Evaluation

Employer shall annually review the performance of Employee within 60 days of Employee's employment anniversary date subject to a mutually agreed upon process, form, criteria, and format for the evaluation established by City Council.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not interfere with nor create a conflict of interest with his primary responsibilities under this Agreement. Employee shall not engage in these type activities without the express prior written approval of the Delta City Council.

Section 14: Moving and Relocation Expenses

Employee agrees to establish residence within the corporate boundaries of the City of Delta within six (6) months of employment, and thereafter to maintain residence within said corporate boundaries. Employer shall pay Employee a moving stipend of \$1,500.00 for the expenses of moving Employee and his family and personal property from LaPlata County, Colorado to Delta, Colorado. Said moving stipend is intended to cover expenses including packing, moving, storage costs, unpacking, and insurance charges.

Section 15: Indemnification

In compliance with CRS § 24-10-110, as amended from time to time, Employer shall be liable for the costs of the defense of Employee, and shall be liable for the payment of all judgments and settlements of claims against Employee, whether incurred during employment or after employment terminates, where the claim against Employee arises out of injuries sustained from an act or omission of Employee occurring during the performance of his duties as City Manager and within the scope of his employment, except where such act or omission is willful and wanton, if the Employee does not compromise or settle the claim without the consent of Employer. If Employee is required to travel in order to serve as a witness, attend or otherwise assist Employer at depositions, hearings or trials involving such claims, Employer shall reimburse Employee for all reasonable travel, lodging and meal expenses, whether incurred during or post employment. It is the intent of the parties that this indemnification provision will not create any contractual obligations that release Employer's insurer from liability under an insurance policy between Employer and the insurer covering claims as described *above* against Employer or Employee. To the extent that this provision would release insurer, the provision is voidable by Employer.

Section 16: Other Terms and Conditions of Employment

A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the Employee's duties as City Manager, City of Delta Charter or any other law.

B. All provisions of the City Charter, Ordinances, City Code and Personnel Regulations and Rules of the City shall apply to Employee as they would to other employees of Employer, except as modified by the Charter, City Ordinances or this Agreement. All insurance and retirement benefits are governed by the applicable plans for such benefits.

C. If any provision or portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect. This agreement shall not be construed to create a financial obligation of the City of Delta extending beyond any current

fiscal year.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City of Delta
Attention: Mayor
360 Main Street
Delta, Colorado 81416

EMPLOYEE: Justin T. Clifton
287 Meadow Cir
Bayfield, CO 81122

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: Governing Law

This Agreement is entered into in Colorado and shall be governed by the laws of the State of Colorado. The parties agree that venue for any litigation that arises out of this Agreement shall be in Delta County, Colorado or Federal District Court for Colorado.

Section 19: Not Assignable.

This Agreement is not assignable by either party.

Section 20: Entire Agreement

There have been no promises made to Employee except as provided herein.

Section 21: BREACH OF AGREEMENT

Breach of this agreement by either party shall entitle the other party to pursue all legal and equitable remedies allowed by Colorado law that are not inconsistent with the express terms of this agreement.

CITY OF DELTA, COLORADO

By: _____
Ed Sisson, Mayor

Date

ATTEST: _____

Date

EMPLOYEE

Justin T. Clifton

Date



MEMO

To: City Council
From: Justin Clifton, City Manager
Date: May 17, 2013
Subject: Cable Television Franchise

RECOMMENDATION

Staff recommends that the City of Delta join the Colorado Communications and Utility Alliance (CCUA) to help vet and negotiate the cable franchise agreement with Bresnan, doing business as Optimum.

BACKGROUND

In my effort to find good examples of franchise agreements, I came across information for CCUA. This organization formed when Front Range communities realized they would be more successful if they coordinated franchise agreement terms with one another and presented a united front. Through membership dues, CCUA is also able to retain nationally recognized telecommunications counsel. Based on Delta's population, membership would only cost \$500. For \$500, Delta gains access to franchise agreements previously negotiated by numerous CO communities. Additionally, Delta would have access to 8 hours of special counsel, which if you apply the entire dues to the legal services would equate to \$62.50 per hour. In this way, we can use the \$500 and likely save money that we would otherwise use for our own legal review. The last but perhaps greatest value of membership is that when we negotiate as a CCUA member, with CCUA vetted agreement terms, we negotiate with vastly more clout than we would on our own. Overall, the City gets excellent value for the fee.

COST

The cost of membership is \$500. However, the City will likely save at least \$500 in legal fees. If the City does not use the 8 hours of legal services that come with membership on the franchise agreement, CCUA attorneys can help the City or partners like DCED with legal services as we consider ways to expand broadband throughout the City and County.

ALIGNMENT WITH STRATEGIC PLANNING

City Code section 12.20 outlines processes for issuing a cable television permit. Negotiating these terms honors the fiduciary responsibility Council has to its citizens and honors citizen wants/ needs to have quality services made available.

ACTIONS TO BE TAKEN IF APPROVED

Staff will join CCUA, acquire franchise agreement examples, make inquiries about achieving specific desired results (with emphasis on broadband initiatives) and create a draft franchise agreement for Council's consideration.



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MEMO

To: Mayor and Council
From: Steve Glammeyer, Utilities Director
Date: May 10, 2013
Subject: Proclamation of National Public Works Week

Recommendation

It is recommended that the Council declare the week of May 19-25 as National Public Works Week in the City of Delta.

Background

The attached proclamation highlights the importance of public works activities and its impact on all citizens and residents of Delta.

Cost

There is no cost to the City.

Action to be Taken if Approved

The Mayor will read the proclamation aloud.

Alignment with Strategic Planning

Educating the citizens on the work performed by the department is one of the efforts included in my action plan for the City Manager.

Proclamation

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, I, Edward C. Sisson
Mayor of the City of Delta
do hereby proclaim the week of May 19-25, 2013 as

“National Public Works Week”

in The City of Delta and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the City of Delta,
Colorado , this 21st day of May , 2013.

Mayor

ATTEST:

City Clerk

SEAL

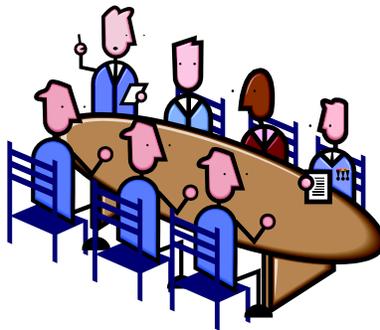
Attorney Comments



City Manager Comments



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 discussion regarding the Confluence Drive contract and the City Attorney position.