



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**

**June 17, 2013
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Approval of 2012 Financial Audit**
- F. Public Hearing: Hotel/Restaurant Liquor License Application
Delta Fireside Inn, Inc. /DBA Gerhard's**
- G. Fireworks Permit; Delta Volunteer Fire Department**
- H. Retail Liquor Store Renewal; Moonshine Liquors**
- I. Hotel/Restaurant Liquor Renewal and Report of Changes; El Tapatio**
- J. Council Bill #2, 2013; Second and Final Reading
Revision of Chapter 6.04 of the Delta Municipal Code**
- K. Lease of Howard Reservoir Water**
- L. City Attorney Comments**
- M. City Manager Comments**
- N. Councilmember Comments**

Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Regular Meeting**Delta City Council****May 21, 2013**

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, and Ray Penick along with City Manager Justin Clifton and City Attorney Mike Schottelkotte. Absent was Councilmember Mary Cooper. 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

City Manager Justin Clifton added an item to discuss the DOLA award the City just received.

Minutes

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the minutes of the May 7, 2013 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

Marcia Kelly, 451 Main Street, commented on the tree removal on 5th Street.

Manager Justin Clifton addressed her comments.

Councilmember Penick stated that now is the time to start planning for downtown with the truck route being in the construction stage. He invited everyone to come up with ideas and present them to the City.

Carlotta Gibson, 348 Main Street, also commented on the removal of the trees.

Kim Kettle, 320 E. 2nd Street, commended the police department in a recent event she was a witness to. She also commented on a ditch at the end of 3rd Street.

Manager Clifton suggested Ms. Kettle set up a time to come in and speak with staff about the ditch.

Planning Commission Appointments

Manager Clifton stated this was discussed in the work session.

It was moved by Councilmember Raley and seconded by Councilmember Jurca to appoint Tish Oelke and Carl Jahn to serve on the planning commission for the open three year terms.

Councilmember Penick stated that this may appear that Council is appointing individuals that are term limited. These positions have been open for a number of months and these are the only applicants the City has received. At this time Council is just replacing a vacancy and terms limits do not apply. Both applicants have done a good job and are willing to serve.

Regular Meeting, Delta City Council, May 21, 2013 (cont.)

Planning Commission Appointments (cont.)

The Mayor called for a vote and all voted in favor, motion carried.

Delta Housing Authority Appointment

Manager Clifton explained there is one opening on the Delta Housing Authority Board and one application has been received.

It was moved by Councilmember Jurca and seconded by Councilmember Penick to appoint Terry Hocking to the Delta Housing Authority Board. All in favor, motion carried.

Public Hearing: Special Event permit Application; Delta Elks

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

The Clerk explained the Delta Elks Lodge #1235 has submitted a special events permit application for their fund raising event to be held on July 27, 2013. The application states that they plan to sell malt, vinous and spirituous liquor from 12:00pm to 2:00am. 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 no comments have been received.

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 Jurca and seconded by Councilmember Penick to approve the special events permit application for Delta Elks Lodge #1235 for July 27, 2103. All in favor, motion carried.

3.2% Beer License Renewal; Pizza Hut

The Clerk stated that Pizza Hut has submitted their 3.2% Beer License Renewal. The application is complete and all fees have been paid. The police department has recommended renewal.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the 3.2% Beer License renewal for Pizza Hut. All in favor, motion carried.

Parking Lot Closure Permit for Hoolie's Place

The Clerk reported that Hoolie's Place has submitted a parking lot closure for their annual bike show for June 15, 2013. The application is complete and all fees have been paid.

It was moved by Councilmember Raley and seconded by Councilmember Penick to approve the parking lot closure permit for Hoolie's Place for their annual bike show on June 15, 2013. All in favor, motion carried.

Regular Meeting, Delta City Council, May 21, 2013 (cont.)

Wellness Pool/Fitness Expansion Contract

Manager Clifton explained that there are a number of changes to contracts for the wellness pool and fitness room expansion. The first item of business is to award a contract to Huddleston-Berry Engineering and Testing for soils testing. The second item is to approve some changes to the GMP contract with FCI. He explained that what essentially happened is staff learned through discussions with the building inspector that there was a question as to the type of the building. Staff is looking at other potential savings in the project. At this point, the changes are presented as a cost mutual option, the GMP wouldn't change just funds would be rearranged.

It was moved by Councilmember Penick and seconded by Councilmember Raley to award the soils testing contract to Huddleston-Berry Engineering & Testing, LLC for an amount not to exceed \$15,618 and give staff authority to go through with the change of the building type. All in favor, motion carried.

HVAC Design Contract

Manager Clifton stated that this is a follow up to some questions that started quite a while ago with Ennovate who looked at particular energy efficiencies. Staff realizes that HVAC improvements need to be completed at City Hall, the police department and the wastewater treatment plant. Staff put this out to bid and only one bid was received. He summarized the bid received by Big Horn Consulting Engineers.

Councilmember Jurca questioned how much was budgeted.

Manager Clifton explained that there was not a specific amount budgeted for design per se; however there are some funds in professional services of about \$80,000. The actual cost for construction will be budgeted in next year's budget.

Councilmember Penick stated that he remembers Ennovate stating there would be cost savings in the utilities.

Manager Clifton explained how the cost savings may work.

It was moved by Councilmember Raley and seconded by Councilmember Penick to approve the selection of Big Horn Consulting Engineers to the design the HVAC systems for City Hall, Police Department and the Wastewater Treatment Plant for a total cost of \$29,500. All in favor, motion carried.

Amend City Manager's Contract

Manager Clifton stated that this is an item of housekeeping. The City provided a vehicle for the City Manager and then approved an allowance. The agreement needs to reflect the allowance. Also, since the lease has been approved for the house on 7th Street he would also like that information in the agreement.

It was moved by Councilmember Jurca and seconded by Councilmember Raley to approve the changes to the City Manager's employment contract. All in favor, motion carried.

Regular Meeting, Delta City Council, May 21, 2013 (cont.)

Cable TV Franchise

Manager Clifton reported that recently Council approved an extension in the current franchise agreement for cable TV. Since that time he has been in contact with Colorado Communications and Utility Alliance who can negotiate uniform terms and use leverage to get better deals. He is requesting Council to authorize staff to join the organization to gain access to templates and also receive 8 hours of special counsel. The cost would be \$500.

There was discussion regarding what type of negotiations would need to be conducted.

City Attorney Michael Schottelkotte stated it would be a smart move on Council's behalf to go forward with the services.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to allow the City Manager to join Colorado Communications and Utility Alliance in the amount of \$500. All in favor, motion carried.

DOLA Grant Discussion

Manager Clifton stated that he appreciates Council's wiliness to add this item. When there was discussion during a work session about pursuing a citizen survey, potentially some consulting support to help vet some possible tax questions and pursuing membership with ICMA for performance measurement. Staff submitted a grant to DOLA for those items and was approved. He would like to move forward with this tonight to meet some important deadlines. He estimated the costs conservatively at about \$19,000; DOLA will pay half of that. Staff did budget \$20,000 at the request of the citizen financial task force.

Councilmember Penick questioned if the funds will come out of what was budgeted.

Manager Clifton stated that they would.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to allow City Manager an allowance of up to \$9,000 to be used with the DOLA grant that was applied for and received to join ICMA, consulting for possible tax questions and to pursue a citizen survey. All in favor, motion carried.

Public Works Week Proclamation

Utilities Director Steve Glammeyer stated that the City has not done these proclamations in the past. This year he is serving as President of the Colorado Chapter of the American Public Works Association and felt it was appropriate, as President, that the City celebrate Public Works Week as many cities around the state and nation do. He explained the public works department and the services they provide.

Councilmember Penick questioned if staff has considered having the public attend an open house.

Director Glammeyer stated that they may look at doing something like that in the future.

Regular Meeting, Delta City Council, May 21, 2013 (cont.)

Public Works Week Proclamation (cont.)

The Mayor read the proclamation.

City Attorney Comments

City Attorney Michael Schottelkotte commented on his upcoming retirement.

City Manager Comments

Manager Clifton complimented the leadership team in their willingness to take on some challenges to provide greater accountability. He stated that there is nothing more rewarding and gives more energy than a team that is dedicated to the community and the organization.

Councilmember Comments

Councilmembers Penick and Raley commented on the city staff.

Mayor Sisson agreed with the comments regarding the city staff. He commented on the CML outreach meeting he attended last week.

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 Confluence Drive contract and the City Attorney position. All in favor, motion carried.

At 7:52 p.m., the Regular Meeting was recessed. The Executive Session was convened a short time later.

At 8:15p.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 Ray Penick, Robert Jurca and Bill Raley as well as City Manager Justin Clifton, Public Works Director Jim Hatheway and City Attorney Michael Schottelkotte. For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated.

The meeting was immediately adjourned.

/s/ Jolene E. Nelson
Jolene E. Nelson, City Clerk

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 and City Attorney Mike Schottelkotte. A meeting notice was posted in the south window at City Hall at least twenty-four hours prior to the meeting.

Pledge of Allegiance

The Mayor led everyone present in the Pledge of Allegiance.

Changes to the Agenda

There were none.

Citizen Comments

There were none.

Street Closure Permit; Delta Area Chamber of Commerce for July 19, 2013

The Clerk reported that the Delta Area Chamber of Commerce has submitted an application to close 3rd Street between Main and Palmer Streets on July 19, 2013 at 11:00am and reopen the street on July 20, 2013 at noon. The application is complete and all fees have been paid.

It was moved by Councilmember Raley and seconded by Councilmember Jurca to approve the street closure permit for 3rd Street on July 19th and 20th, 2013. All in favor, motion carried.

Street Closure Permit; Delta Area Chamber of Commerce for July 20, 2013

The Clerk also reported that the Delta Area Chamber of Commerce has submitted their annual street closure permit for the Deltarado Days parade on July 20, 2013. The application states they will close Main Street from 9:00am to about 11:00am. The application is complete and all fees have been paid.

It was moved by Councilmember Jurca and seconded by Councilmember Penick to approve the street closure permit for Main Street on July 20, 2013. All in favor, motion carried.

**Public Hearing: Special Event Permit Application; July 19, 2013
Delta Area Chamber of Commerce**

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

The Clerk stated that the Delta Area Chamber of Commerce has submitted a special events permit application for their event on July 19, 2013. They plan to sell malt, spirituous and vinous liquor from 5:00pm to 12:00am at the street dance event for Deltarado Days on West 3rd Street. 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 no comments have been received.

The Mayor closed the public hearing and reconvened a public hearing.

Regular Meeting, Delta City Council, June 4, 2013 (cont.)

**Public Hearing: Special Event Permit Application; July 19, 2013
Delta Area Chamber of Commerce (cont.)**

It was moved by Councilmember Cooper and seconded by Councilmember Jurca to approve the special events permit application for the Delta Area Chamber of Commerce for July 19, 2013. All in favor, motion carried.

**Public Hearing: Special Event Permit Application; July 20, 2013
Delta Area Chamber of Commerce**

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

The Clerk stated that the Delta Area Chamber of Commerce has submitted a special events permit application for their event on July 20, 2013. They plan to sell malt, spirituous and vinous liquor from 12:30pm to 12:00am at their Deltarado Days event being held at Cleland Park. 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 no comments have been received.

The Mayor closed the public hearing and reconvened a public hearing.

It was moved by Councilmember Raley and seconded by Councilmember Penick to approve the special events permit application for the Delta Area Chamber of Commerce for July 20, 2013. All in favor, motion carried.

**Public Hearing: Special Event Permit Application; August 24, 2013
Hospice and Palliative Care of Western Colorado**

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

The Clerk stated that Hospice and Palliative Care of Western Colorado has submitted a special events permit application for their event on August 24, 2013 at Bill Heddles Recreation Center. They plan to sell malt, spirituous and vinous liquor from 4:00pm to 12:00am at their fundraising event. 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 no comments have been received.

The Mayor closed the public hearing and reconvened a public hearing.

It was moved by Councilmember Cooper and seconded by Councilmember Jurca to approve the special events permit application for Hospice and Palliative Care of Western Colorado for August 24, 2013. All in favor, motion carried.

Electrical Engineering Services Contract

Manager Clifton stated that this is an award request for professional services to Universal Pegasus International, Inc. /Peak Power, Inc. for engineering services related to some hardware at the Garnet Mesa Substation.

Regular Meeting, Delta City Council, June 4, 2013 (cont.)

Electrical Engineering Services Contract (cont.)

Utilities Director Steve Glammeyer reported that these improvements are to insure that 115 kV loop system is going to work properly. This is a little over budget; however, there are adequate reserve as well as cost savings throughout the year.

There was discussion regarding the difference of the bid amounts.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to award the professional services contract to UPI/Peak for amount not to exceed \$43,064 and authorize the City Manager to sign said contract. All in favor, motion carried.

Council Bill #2, 2013; First Reading Revision of Chapter 6.04 of the Delta Municipal Code

Manager Clifton explained that this was presented to Council at the last work session. Staff brings it before Council tonight for their approval.

It was moved by Councilmember Penick and seconded by Councilmember Raley to adopt Council Bill #2, 2013 on first reading. Roll call vote: Councilmembers Cooper, aye; Jurca, aye; Raley, aye, Penick, aye and Sisson, aye. Motion carried.

Remediation Contract

Manager Clifton reported that this has to do with environmental cleanup that needs to be done on the Ag Services property.

Public Works Director Jim Hatheway stated that staff is requesting approval to award a contract to Wells Excavation & Farming, LLC to remove the contaminated soils and haul them to the landfill. He summarized the bids that were received.

There was discussion regarding the bids.

Councilmember Jurca questioned if there were any concern about the water tables.

Director Hatheway stated that a portion of the removal of being driven by water contamination. He also stated that working with the State and the City's consultants they believe removal of the contaminated soil will help mitigate the impacts of the ground water beneath.

Manager Clifton reported that they are also performing some sampling and it's hopeful that the more detailed sampling will be similar to the initial sampling.

It was moved by Councilmember Jurca and seconded by Councilmember Cooper to approve the contract with Wells Excavation & Farming, LLC in the amount of \$26,168. All in favor, motion carried.

Regular Meeting, Delta City Council, June 4, 2013 (cont.)

Alternate Truck Route Underground Utility Location Contract

Manager Clifton stated that there have been a number of items that have evolved out of the exchange and relocation agreement with the railroad. This one was unanticipated. Staff was aware that they had responsibility to identify underground utilities and make sure those utilities met specification. The standards of the railroad are a little more rigorous so they would like a 3rd party to do that due diligence. There is some additional risk that they will find a utility that does not meet the specifications which could cost additional work and/or costs.

Councilmember Penick questioned if this is a requirement of the railroad.

Manager Clifton stated that it is a requirement of the railroad. This would be a contract for \$18,374 which is under the \$20,000 threshold that brings it before Council; however, staff wants to make sure Council is aware of any substantial changes with the truck route.

It was moved by Councilmember Penick and seconded by Councilmember Raley to approve the contract with Cardno in the amount of \$18,374 and authorize the City Manager to sign said contract. All in favor, motion carried.

Concrete Services Contract

Manager Clifton stated this is to complete various concrete improvements within the City. In the work to repair significant damage to the sidewalk on West 5th Street, staff is working to find some strategic location for trees.

Director Hatheway reported that All Concrete Solutions has done this type of work for the City in the past and staff would recommend approving the contract to them.

There was discussion regarding the bids.

Councilmember Jurca questioned if this is within budget.

Director Hatheway explained how the concrete replacement program is budgeted.

Councilmember Penick questioned if the companies are local.

Director Hatheway stated they are; however, the bid exceeds the 5% local preference.

It was moved by Councilmember Cooper and seconded by Councilmember Penick to award the bid to All Concrete Solutions in the amount of \$52,082.91 and authorize the City Manager to sign said contract. All in favor, motion carried.

Attorney Services Contract

Manager Clifton reported that this is an agreement with Garfield and Hecht. Council had selected David Smith to provide attorney services as they anticipate the retirement of Michael Schottelkotte. This captures the fee and reimbursement agreement.

Attorney Schottelkotte stated that it is an engagement letter.

Regular Meeting, Delta City Council, June 4, 2013 (cont.)

Attorney Services Contract (cont.)

It was moved by Councilmember Penick and seconded by Councilmember Raley to approve the engagement letter with Garfield and Hecht as presented. All in favor, motion carried.

Attorney Schottelkotte questioned when the new attorney would be invited to attend meetings.

Manager Clifton stated most likely the next meeting. He explained how they plan the transition.

City Attorney Comments

Attorney Schottelkotte stated there are a couple of concerns that he is working for the truck route. He commented on the marijuana moratorium ordinance and explained the next steps that Council will need to address.

City Manager Comments

Manager Clifton reported on the following items:

- Jared Wright is hosting a Town Hall meeting on Thursday at 7:00pm.
- BLM will be having a meeting with stake holders on Thursday at 3:00pm.
- On June 25th at 5:30pm there will be a work session to address emergency management training.

Councilmember Comments

Councilmember Cooper thanked everyone for their thoughtfulness during the past few weeks.

Councilmember Jurca stated he will be out of town on June 25th.

Councilmember Raley stated he can make the work session. He also commented on a letter that Ron Bell submitted regarding the speed hump on 7th Street as well as the trail markers on Cottonwood Street.

Councilmember Penick questioned if the work session is in lieu of the online training.

Manager Clifton stated the idea is to take multiple approaches. Council can choose to either do the online and/or attend the meeting.

Councilmember Penick also commented on the letter received from Mr. Bell.

Mayor Sisson stated he would be at the work session on the 25th.

The meeting was adjourned at 7:35 p.m.

/s/Jolene E. Nelson
Jolene E. Nelson, City Clerk

Item D:

Citizen Comments



Item E

Approval of 2012 Financial Audit

MEMO

To: City Council
From: Jolene E. Nelson, City Clerk
Date: June 13, 2013
Subject: Hotel/Restaurant Liquor License; Gerhard's



Office of the City Clerk

Recommendation:

Staff recommends approval of the Hotel and Restaurant Liquor License application submitted by Delta Fireside Inn, Inc. /DBA Gerhard's.

Background:

Delta Fireside Inn, Inc. has applied for a Hotel and Restaurant Liquor License for Gerhard's. Ernst G. Schopp is the sole member of Delta Fireside Inn, Inc. His fingerprints were submitted to CBI for a background investigation of which we are awaiting the results.

The location of the restaurant is 820 Highway 92 in Delta. Mr. Schopp does have legal possession of the building.

A notice of public hearing was posted at the restaurant and was also published in the Delta County Independent.

Cost:

There is no cost to the City to approve this license. The applicant has paid the \$1,625 application fee to the State, and the City's fee of \$150 as well as the \$500 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."

Actions To Be Taken if Approved:

The application once approved will be signed by the Mayor and the Clerk and forwarded to the State for final approval.

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

- ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
- APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
- LOCAL LICENSE FEE \$ _____
- APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a
 Corporation Individual
 Partnership (includes Limited Liability and Husband and Wife Partnerships) Limited Liability Company
 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
 DELTA FIRESIDE INN, INC. 462968760

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone
 dba GERHARD'S *Surfing*

3. Address of Premises (specify exact location of premises)
 820 HIGHWAY 92

City County State ZIP Code
 DELTA DELTA CO 81416

4. Mailing Address (Number and Street) City or Town State ZIP Code
 820 HIGHWAY 92 DELTA CO 81416

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:
 Present Trade Name of Establishment (DBA) Present State License No. Present Class of License Present Expiration Date

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License	1985	<input type="checkbox"/>	Resort Complex License (City)
2302	<input checked="" type="checkbox"/>	Application Fee for New License - w/Concurrent Review	1986	<input type="checkbox"/>	Resort Complex License (County)
2310	<input type="checkbox"/>	Application Fee for Transfer	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X _____ Total _____
			1990	<input type="checkbox"/>	Club License (City)
			1991	<input type="checkbox"/>	Club License (County)
			2010	<input type="checkbox"/>	Tavern License (City)
			2011	<input type="checkbox"/>	Tavern License (County)
			2012	<input type="checkbox"/>	Manager Registration - Tavern
			2020	<input type="checkbox"/>	Arts License (City)
			2021	<input type="checkbox"/>	Arts License (County)
			2030	<input type="checkbox"/>	Racetrack License (City)
			2031	<input type="checkbox"/>	Racetrack License (County)
			2040	<input type="checkbox"/>	Optional Premises License (City)
			2041	<input type="checkbox"/>	Optional Premises License (County)
			2045	<input type="checkbox"/>	Vintners Restaurant License (City)
			2046	<input type="checkbox"/>	Vintners Restaurant License (County)
			2220	<input type="checkbox"/>	Add Optional Premises to H & R
			2370	<input type="checkbox"/>	Master File Location Fee
			2375	<input type="checkbox"/>	Master File Background
					_____ Total _____
					_____ Total _____
					_____ Total _____

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

LIABILITY INFORMATION					
County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)
				FROM	TO
State -750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg -750 (999)		
Cash Fund New License 2300-100 (999)			Cash Fund Transfer License 2310-100 (999)	TOTAL	
				\$.

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												
7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> If you answered yes to 7a, b or c, explain in detail on a separate sheet.													
8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.	<input type="checkbox"/> <input checked="" type="checkbox"/>												
9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/> <input checked="" type="checkbox"/>												
10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/> <input type="checkbox"/>												
11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	<input type="checkbox"/> <input type="checkbox"/>												
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; padding: 2px;">Landlord ERNST, L. SCHOPP TRUST</td> <td style="width:33%; padding: 2px;">Tenant DELTA, FIRESIDE, INNY, INC</td> <td style="width:34%; padding: 2px;">Expires 4/30/2018</td> </tr> </table>	Landlord ERNST, L. SCHOPP TRUST	Tenant DELTA, FIRESIDE, INNY, INC	Expires 4/30/2018										
Landlord ERNST, L. SCHOPP TRUST	Tenant DELTA, FIRESIDE, INNY, INC	Expires 4/30/2018											
Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)													
12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:33%;">NAME</th> <th style="width:15%;">DATE OF BIRTH</th> <th style="width:15%;">FEIN OR SSN</th> <th style="width:37%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST									
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST										
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.													
13. Optional Premises or Hotel and Restaurant Licenses with Optional Premises Has a local ordinance or resolution authorizing optional premises been adopted?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												
Number of separate Optional Premises areas requested. _____ (See License Fee Chart)													
14. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.	Yes No <input type="checkbox"/> <input type="checkbox"/>												
15. Club Liquor License applicants answer the following and attach: (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/> (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/> (c) How long has the club been incorporated? _____ (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/> (Three years required) _____													
16. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes No <input type="checkbox"/> <input type="checkbox"/>												
17a. Name of Manager (for all on-premises applicants) <u>JERI LOUISE SCHOPP</u> (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). [REDACTED]													
17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												
18. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>												

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
ERNST G. SCHOPP	0315 COUNTY RD. 229 SILT, CO 81652	[REDACTED]	PRES.	100

*If total ownership percentage disclosed here does not total 100% applicant must check this box

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION
 Cert. of Incorpor.
 Cert. of Good Standing (if more than 2 yrs. old)
 Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP
 Partnership Agreement (General or Limited)
 Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY
 Articles of Organization
 Cert. of Authority (if foreign company)
 Operating Agrmt.
 ASSOCIATION OR OTHER
 Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature

Ernst Schopp

Title

President

Date

5-15-2013

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority

May 15, 2013

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-I (Individual History Record) has:

Yes No

Been fingerprinted

Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

Date of Inspection or Anticipated Date _____

Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for

Telephone Number

- TOWN, CITY
 COUNTY

Signature

Title

Date

Signature (attest)

Title

Date

MEMO

To: City Council
From: Jolene E. Nelson, City Clerk
Date: June 13, 2013
Subject: Fireworks Permit; Delta Volunteer Fire Department



Office of the City Clerk

Recommendation:

Staff recommends approval of the request from the Delta Volunteer Fire Department to conduct their annual 4th of July fireworks show at Confluence Park.

Background:

The Delta Volunteer Fire Department has submitted a request to conduct their annual 4th of July fireworks show. This event will be held on the 4th of July at Confluence Park. They have submitted proof of insurance as required by the Delta Municipal Code.

Cost:

There is no cost to the City.

Alignment With Strategic Planning:

The Delta Municipal Code Section 8.28.010B it states “No fireworks display may be conducted without the approval of the City Council.”

Actions To Be Taken if Approved:

Should Council approve the request, the Clerk will issue a permit to the Delta Volunteer Fire Department



DELTA VOLUNTEER FIRE DEPARTMENT

District No. 1

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

6-3-13

City of Delta:

I am writing this letter in an effort to request permission for our annual 4th of July fireworks show at Confluence Lake here in Delta, Co. As you all know have a long tradition of providing a safe, large and colorful show for all residents in not only the City of Delta, but the surrounding area.

We have been having our show at Confluence Lake, here in Delta for a number of years now and feel we as a fire department have worked hard to guard against possible fires as including having Cedaredge Fire Department on the West side of the Uncompahgre River and some of our own firefighters dedicated to fire watch during the show.

Again thanks for your time in this matter and thank you for the continued support of the City of Delta with our show including but not limited to dumpster use on the day of the 4th, backhoe use and cleanup the following day.

Thanks Again,

Jason Cooley
Station Manager
Delta Volunteer Fire Department

MEMO

To: City Council
From: Jolene E. Nelson, City Clerk
Date: June 13, 2013
Subject: Retail Liquor Store Renewal; Moonshine Liquors



Office of the City Clerk

Recommendation:

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

Background:

The current liquor license expires September 6, 2013.

Cost:

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

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."

Actions 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

MOONSHINE LIQUOR
 268 HWY 92
 DELTA CO 81416-2044

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 SPIRITS INC		DBA MOONSHINE LIQUOR		
Liquor License # 25435970000	License Type Liquor Store (city)	Sales Tax License # 25435970000	Expiration Date 9/6/2013	Due Date 7/23/2013
Street Address 268 HIGHWAY 92 DELTA CO 81416-2044				Phone Number (970) 874 4828
Mailing Address 268 HWY 92 DELTA CO 81416-2044				
Operating Manager <i>Toni Hackey</i>	Home Address <i>18595 Ward Creek Rd., Dinosaur, CO</i>			Phone Number <i>970 901 0288</i>

1. 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 28 Feb 2017
2. 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.
3. 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
4. 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
5. 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
6. **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

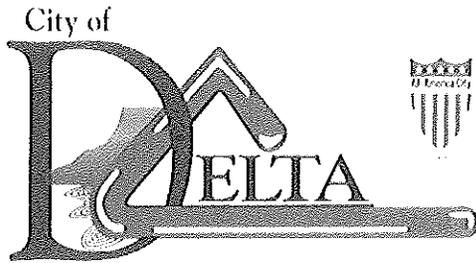
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Toni Hackey</i>	Title <i>president</i>
Signature <i>Toni Hackey</i>	Date <i>10 June '13</i>

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 Spirits, Inc.
DBA: Moonshine Liquors

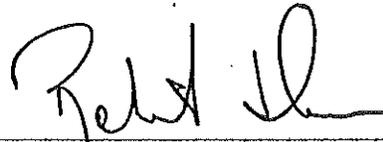
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

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: Jolene E. Nelson, City Clerk
Date: June 13, 2013
Subject: Hotel/Restaurant Liquor License Renewal &
Report of Changes; El Tapatio



Office of the City Clerk

Recommendation:

Staff recommends approval of a retail liquor store license renewal for Delta El Tapatio, Inc. /DBA El Tapatio located at 353 Main Street as well as the Report of Changes that have been submitted. The Police Department's report and recommendation is attached.

Background:

The current liquor license expires August 19th, 2013. El Tapatio is changing their registered manager and therefore has to submit a report of changes.

Cost:

There is no cost to the City to renew the license. The applicant has paid the \$500.00 renewal fee to the State, the City renewal fee of \$150.00 as well as the City liquor occupation tax of \$400.00.

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."

Actions To Be Taken if Approved:

The Mayor and Clerk will sign the renewal application as well as the report of changes, 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	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

EL TAPATIO
 353 MAIN ST
 DELTA CO 81416-1815

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 DELTA EL TAPATIO INC		DBA EL TAPATIO		
Liquor License # 12779300000	License Type Hotel & Restaurant (city)	Sales Tax License # 12779300000	Expiration Date 8/19/2013	Due Date 7/5/2013
Street Address 353 MAIN ST DELTA CO 81416-1815				Phone Number (970) 434 1703
Mailing Address 353-MAIN ST DELTA CO 81416-1815				
Operating Manager JORGE VELAZQUEZ B.	Home Address 329 EAST 2 ND Street DELTA CO 81416	Phone Number 970-874-4100		

- 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 05-25-15
- 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 JORGE E. VELAZQUEZ BECERRA	Title MANAGER
Signature 	Date 05-05-13

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

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER _____
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input type="checkbox"/> Limited Liability Company		PRESENT LICENSE NUMBER _____
2. Name of Licensee Delta El Tapatio Inc		3. Trade Name _____
4. Location Address 353 Main St.		
City Delta	County Colorado	ZIP 81416

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A - Manager reg/change	Section C
• License Account No. <u>12-77930-0000</u> 1983-750 (999) <input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.)...\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____
Section B - Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.
TOTAL AMOUNT DUE		\$.00

STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="padding: 2px;">Old Corporate Name</td> <td style="padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
CHANGE OF LOCATION	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$760 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

CHANGE OF MANAGER

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.
 (a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)
 Former manager's name Francisco Espinoza Blas
 New manager's name Jorge E. Velazquez Becerra
 (b) Date of Employment 01-07-2013
 Has manager ever managed a liquor licensed establishment?..... Yes No
 Does manager have a financial interest in any other liquor licensed establishment?..... Yes No
 If yes, give name and location of establishment _____

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility
 NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.
 (a) Describe change proposed _____

 (b) If the modification is temporary, when will the proposed change:
 Start _____ (mo/day/year) End _____ (mo/day/year)
 NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00
 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?
 (If yes, explain in detail and describe any exemptions that apply) Yes No
 (d) Is the proposed change in compliance with local building and zoning laws?..... Yes No
 (e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?
 Yes No
 (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.
 (g) Attach any existing lease that is revised due to the modification.

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 	Title <u>Owner</u>	Date <u>06-05-13</u>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

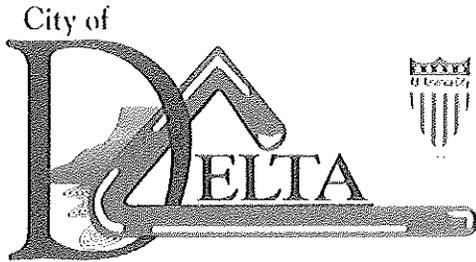
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permits if granted will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

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

LIQUOR LICENSE RENEWAL RECOMMENDATION

To: City Council

Re: Application of Delta El Tapatio, Inc.
DBA: El Tapatio

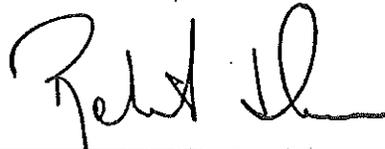
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

No liquor violations in the past twelve months.

Remarks:

Police Department recommendation:

Recommend liquor license renewal.



Robert Thomas, Chief of Police

Council Bill #2, 2013

AMENDED

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING TITLE 6 CHAPTER 6.04 OF THE DELTA
MUNICIPAL CODE.**

WHEREAS, in 2012, the Chief of Police organized a stake holder group consisting of local veterinarians and a member of the Delta community. The veterinarians and community member provided feedback regarding the current 2009 Animal Code; and

WHEREAS, the Chief of Police, with input from the stake holder group drafted amendments to the Animal Code; and

WHEREAS, On May 21, 2013, City Council provided feedback and recommendations regarding the draft amendments; and

WHEREAS, changes recommended by the City Council have been incorporated into a final amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, that Title 6, Chapter 6.04 of the Delta Municipal Code is hereby amended to read as follows:

Title 6

ANIMALS

Chapters:

6.04 Animal Control Regulations

6.12 Livestock and Poultry

Chapter 6.04

ANIMAL CONTROL REGULATIONS

Sections:

6.04.010 General Provisions

6.04.020 Rabies Vaccinations

6.04.030 License Required

6.04.040 Animal Attacks

6.04.050 Limit on Dogs and Cats

6.04.060 Revocation or Suspension of License or Tags

6.04.070 Running at Large Prohibited

- 6.04.080 Releasing Restrained Animals Prohibited.
- 6.04.090 Vicious Animals
- 6.04.100 Cruelty to Animals
- 6.04.110 Nuisance
- 6.04.120 Female Animals in Heat
- 6.04.130 Police Dogs
- 6.04.150 Enforcement
- 6.04.160 Pet Store Regulations
- 6.04.170 Feral Cat Colony Management
- 6.04.180 Dog Park
- 6.04.190 Animal Redemption
- 6.04.200 Found/Tray Animal Surrender

6.04.010 General provisions

A. This Chapter shall be applicable to all property within the City, and to City owned park property located outside of the City limits.

B. For purposes of this Chapter, "custodian" shall mean any person possessing, harboring, keeping or exercising control over any animal.

C. The City Manager may issue such regulations as may be necessary for the enforcement, administration and interpretation of this Chapter, and any amendment thereto.

D. For purposes of this Chapter, "City" shall mean the City of Delta, Colorado, and any agent or employee thereof authorized by the City Manager to administer or enforce the provisions of this Chapter.

E. For the purposes of this Chapter, "animal" shall mean any mammal, bird or reptile. (Ord. 6 §1, 1996)

6.04.20 Rabies Vaccinations

A. Proof of Rabies Vaccination, or Equivalent Required: All owners applying for a license must show, as provided herein, that the animal for which the license is being obtained has current rabies vaccinations.

B. Vaccinations: It shall be unlawful to own or have custody of any dog(6) months of age or cat six (6) months of age or older, unless such dog or cat has been vaccinated against rabies with an approved vaccine by a licensed veterinarian and such vaccine is currently effective. No rabies vaccination is required for a dog or cat temporarily within the City for less than thirty (30) days if said dog or cat is currently licensed by another governmental licensing authority or such dog or cat has a current rabies vaccination.

C. A treatment or practice administered by a license veterinarian as an alternative to traditional rabies inoculations, and having effectiveness against rabies similar to traditional vaccinations, shall be an acceptable alternative to such vaccinations.

D. The rabies vaccination and tag required by this Section must be obtained within twenty (20) days of the acquisition of any dog over six (6) or cat over six (6) months old.

E. Certificate of Vaccination: The veterinarian administering the vaccine shall execute and furnish to the owner or custodian of the animal a certificate of vaccination, and shall maintain records of such vaccinations. Such certificate shall provide information appropriate for the administration and enforcement of this Chapter, including the description of the animal.

F. Certificates of vaccination issued shall be good for the duration as identified by manufacture requirements.

G. Proof of Vaccination: It shall be unlawful for any person who owns or has custody of any dog or cat to fail or refuse to produce the certificate of vaccination upon request by any person charged with the enforcement of this Chapter.

H. All dogs shall have a collar or harness to which the required rabies tag shall be attached.

I. It shall be unlawful for any person to make use of, or have in his possession or under his control, a stolen, counterfeit or forged rabies tag or rabies vaccination certificate.

J. Vaccination certificates and tags are not transferable and it shall be unlawful for any person to attach any rabies tag to any animal other than the animal for which such tag was originally issued.

K. It is unlawful to make any fraudulent statement or misrepresentation with respect to any rabies vaccination application. (Ord. 6 §1, 1996)

6.04.30 License Required

A. License Required: It shall be unlawful for any person to own, keep, harbor or have custody of any dog or cat over the age of six (6) months within the City unless such dog/cat is licensed as provided in this Chapter.

B. License Application: Application for such license shall be made by the owner or custodian on a City form within ten (10) days after acquiring any dog over six (6) months of age or within ten (10) days after a dog becomes six (6) months of age; provided that any owner or custodian moving to the City for the purpose of establishing residence or becoming a resident as a result of any annexation, and otherwise required to obtain a license, shall have until ten (10) days after moving or annexation to obtain such as license.

C. Place of Application: The Delta Police Department shall be the primary location of application and administration for pet animal licenses, except when notice is provided to the public of another location at which pet licenses may be obtained.

D. All dogs and cats kept within the City which are required to have a rabies vaccination pursuant to subsection 6.04.020(A) shall be licensed.

E. Applications for licenses shall be submitted on forms provided by the City, and must be accompanied by proof of current rabies vaccination and a \$25.00 license fee.

F. Licenses issued by the City shall be valid for the life of the animal.

G. License tags shall be attached to a collar or harness of the dog. A collar or harness shall be worn when a dog is not on the owner's property. Lost tags may be replaced for a fee of \$5.00.

H. It shall be unlawful for any person to make use of, or have in his possession or under his control, a stolen, counterfeit or forged license tag.

I. It shall be unlawful for any person to attach any license tag to any animal other than the animal for which such tag was originally issued. If a dog or cat is sold to a different owner, the new owner shall purchase a new license for that dog or cat.

J. It is unlawful to make any fraudulent statement or misrepresentation with respect to any license application.
(Ord. 6 §1, 1996)

6.04.040 Animal Attacks and Quarantines

A. Any person(s) including physicians, having knowledge of any bite or injury caused by any animal occurring within the Delta City limits shall notify the Delta Police Department within 24 hours.

B. Any animal which is known to have bitten or injured any person, causing cut or puncture of the skin shall be quarantined for a period of not less than ten (10) days from the date of the incident. It is unlawful for any person to refuse to produce such an animal for quarantine.

C. The animal shall be quarantined and observed at either the owner's residence or animal shelter, or at any veterinary clinic or hospital of the owner or custodian's choice, whichever the City determines is necessary for proper observation. Such confinement shall be at the expense of the owner or custodian. Stray animals whose owners cannot be located may be confined at city animal shelter or at any veterinary clinic or hospital.

D. The owner or custodian of the dog, cat or other animal shall be liable for the costs of confinement, which is determined by City Council and the animal shall not be returned until such costs are paid. The animal may be sold or destroyed if such costs are not paid by the owners or custodian and the City may recover such costs in any lawful manner.

E. Pets placed under home quarantine at the discretion of the City animal control officer must be physically confined to the owner's property for the duration of the quarantine period by a city approved fence, chain, cage, other restraint, or confined indoors. Contact with people and other animals shall be minimized.

An animal under home quarantine shall not leave the owners property for any reason except when being transported for veterinary medical care. If an animal or the owner is found in violation of this section there shall be just cause for impoundment of the animal at the owner's expense. The owner violating this section may be subject to a summons and complaint to municipal court.

F. Pets with no rabies vaccination or with an expired rabies vaccine may be home quarantined at the discretion of the City animal control officer after consulting with a licensed veterinarian.

G. Any animal deemed to be suspected of infection or infected with rabies shall be destroyed. (Ord. 6 §1, 1996)

6.04.050 Limit on dogs and cats

A. It shall be unlawful to keep, maintain, harbor or possess upon the premises of any one household or other premises, other than a veterinary hospital, more than four (4) dogs and cats over the age of three (3) months, in the aggregate in any combination. Provided, however, animals in excess of this limit lawfully kept upon premises at the time of annexation to the City may continue to be kept if all animals on the premises are licensed with the City within 30 days of annexation. Such excess animals cannot be replaced upon death or other disposition. Provided further, however, within the A-1 Zoning District, and on lawful, but nonconforming farms and ranches, at least 10 acres in size, it is lawful to keep additional working dogs which are used in conjunction with farming and ranching activities such as herding and guarding livestock.

B. Dog kennels, breeding kennels, veterinary hospitals, boarding kennels, catteries or any similar such facilities, which keep more animals than allowed in Subsection A above are prohibited within the City except if any required State license is in effect, and the facility is lawfully located pursuant to City zoning regulations. (Ord. 6 §1, 1996; Ord. 31, §9, 2000; Ord. 2, §1, 2002; Ord. 9, §1, 2004)

6.04.060 Revocation or suspension of license or tags

A. The City Council may revoke or suspend any license or tags issued in accordance with the provisions of this Chapter upon a finding that the licensee has violated any provision of this Chapter. A hearing shall be held and reasonable notice given of the hearing to the licensee or custodian. (Ord. 6 §1, 1996)

6.04.070 Running at large prohibited

A. It shall be unlawful for any owner or custodian of any animal to fail to have the animal under effective and immediate control of the owner or custodian by a leash, cord, chain or other restraining device at all times that such animal is within the City, unless the animal is upon the premises of said owner or custodian with adequate and proper supervision.

B. Unaltered animals impounded by the City animal control officer shall be subjected to additional fees.

C. Any animal in violation of subsection (A) above may be impounded or caused to be impounded by the City. It shall be unlawful for the owner of an impounded animal to fail to reclaim it and pay all applicable charges.

D. A list of all impounded animals shall be posted in the City Clerk's office.

E. The owner or custodian of any animal so impounded may reclaim it within five (5) working days from the date the notice is posted with the City Clerk upon payment of an impounding fee plus a daily fee for care and feeding per day impounded, which fee shall be set by City Council, plus any veterinary charges. No unlicensed dog or cat will be released to the

owner or custodian without obtaining a license if one is required by this Chapter and obtaining any required rabies vaccinations.

F. The City shall keep all animals so impounded for a period of five (5) working days from the date the notice is posted unless sooner reclaimed by the owner. If at the expiration of said period, the owner or custodian has not reclaimed the animal, it may be destroyed or disposed of by sale or transfer, or transferred to an adoption facility. Any purchaser shall pay all charges imposed by this Chapter. No unclaimed dog or cat shall be adopted without being vaccinated for rabies, spayed or neutered and licensed, if required. (Ord. 6 §1, 1996)

6.04.080 Releasing restrained animals prohibited

A. It shall be unlawful for any person to release any animal impounded or quarantined pursuant to this Chapter without permission of the City.

B. It shall be unlawful for any person to set any animal free of any restraint or confinement without consent of the owner or custodian. (Ord. 6 §1, 1996)

6.04.090 Vicious Animals

A. It shall be unlawful for the owner or custodian of any vicious animal to fail to confine it within a building or secure enclosure or to fail to have it securely muzzled or caged and on a leash or other restraining device, capable of providing effective and positive restraint and control of the animal, whenever off the premises of the owner or custodian.

B. A vicious animal is defined as any animal that, without provocation, bites, or attacks persons or other animals; approaches any person or other animal with vicious or terrorizing behavior or an apparent attitude of attack, whether or not the attack is consummated or is capable of being consummated; or has acted in a manner that causes or should cause its owner or custodian to know that the animal is potentially vicious.

C. It shall be an affirmative defense to charges under this Subsection that the actual or intended victim of any attack has made an unlawful entry into the residential dwelling structure of the animal's owner or custodian, or has threatened or attacked a person or animal lawfully within said dwelling structure, or has threatened or attacked an owner or custodian of the animal. "Dwelling structure," for the purposes of this Subsection, shall mean any enclosed building, or portion thereof, which provides actual living facilities.

D. Any animal which is reasonably believed to be vicious and which is not properly confined in accordance with the provisions herein may be impounded if it constitutes a danger to any person or animal. The animal shall remain impounded until the completion of legal proceedings. The owner or custodian shall be responsible for costs of impoundment, and the animal or custodian shall be responsible for costs of impoundment, and the animal may be destroyed if such costs are not paid as determined by the court.

E. The owner or custodian of a vicious animal shall post a warning of the presence of such animal at the entrances to the building or enclosure in which the animal is kept. (Ord. 6 §1, 1996)

6.04.100 Cruelty to animals

A. It shall be unlawful for any person owning or having custody of any animal to fail to provide any animal with adequate food, water, shelter and veterinary care when reasonably required.

B. It shall be unlawful for any person to beat, ill-treat, poison, overload, overwork or otherwise abuse any animal, or cause or permit any dog fight, cockfight, bullfight or other combat between animals or between animals and humans, or destroy any animal belonging to another.

C. It shall be unlawful for the owner or custodian of any animal to abandon such animal. (Ord. 6 §1, 1996)

6.04.110 Nuisance

A. Any animal which produces or creates any unreasonable disturbance by excessive vocalization including continuing screeching, barking or other noise, or which on more than one occasion, chases vehicles, attacks other animals, damages property, is at large without control, or is otherwise in violation of the provisions of this Chapter, is hereby declared to be a nuisance.

B. It is unlawful for the owner or custodian of any animal to allow it to become a nuisance, or to create a nuisance.

C. The City may abate any such nuisance by an action in a court of proper jurisdiction or otherwise in accordance with law. (Ord. 6 §1, 1996)

6.04.120 Female animals in heat

A. Any female dog or cat in heat shall be confined in a building or secure enclosure adequate to prevent indiscriminate contact with any male dogs or cats. (Ord. 6 §1, 1996)

6.04.130 Police dogs

A. Police dogs, while on duty, or under authorized training with or for the Delta Police Department or any other law enforcement agencies shall not be subject to the provisions of Sections 6.04.040, 6.04.070, 6.04.090, 6.04.110 or 6.04.120.

B. It shall be unlawful for any person to hit, kick, strike, beat, injure, disable or kill any police dog on duty or under training, or to tease or torment any police dog in a manner likely to provoke a violent response or to interfere with the use of such police dog which such dog is being used by the Delta Police Department or other law enforcement agency for law enforcement duties or while under training. (Ord. 6 §1, 1996)

6.04.140 Enforcement

A. It shall be unlawful to violate any provision of this Chapter.

B. Habitual violations of this Chapter are declared to be a nuisance.

C. The City may cause the destruction of any animal when it is injured or diseased, or when reasonably required to protect persons, property or other animals, or when an animal cannot be safely impounded. The Municipal Judge may, as a condition of any plea bargain or sentence, order the destruction of any animal which has attacked any person, or any animal when necessary to protect the public peace, health, safety, or welfare.

D. The Municipal Judge may, as a condition of any sentence or plea bargain, enter orders as appropriate to abate any nuisance and require restitution. (Ord. 6 §1, 1996)

6.04.150 Pet Store Regulations

A. No business or activity shall be established or conducted on property within the City limits which engages in the acquisition or raising of any type of animals for resale as domestic or household pets (whether known or referred to as a “pet store” or by any other name under which the essential functions of a pet sale business are conducted) except in compliance with the provisions of this Section 6.04.160.

B. No pet store or other pet sale business shall be opened or operated within the City except upon property located in a zoning district in which retail sales are permitted as a use by right or conditional use.

C. Animals kept by the owner of any pet store business shall, at all times, be kept or displayed only in pens or cages that 1) substantially conform as to size and materials with customs of the pet store industry for each respective animal species and that 2) are located exclusively within enclosed areas of the principal business building lawfully constructed on property within a permitted zoning district. No such animals may be temporarily or permanently kept in any type of garage, outbuilding, kennel, hutch, pen, cage or other structure located outside of or apart from the principal business building, whether or not such structure is enclosed or ancillary to the use of the principal building.

D. No animals of any kind or description that are commonly known to be wild or undomesticated shall be deemed authorized under this Section 6.04.160 for keeping or sale by any person or business within the City limits.

E. All provisions of Chapters 6.04, 6.12, and 8.24 of the Delta Municipal Code, pertaining to the general imposition and enforcement of animal controls and the general prohibition and abatement of nuisances, shall remain fully applicable to owners of any pet store business that may be otherwise properly located in the City, with the exception of the individual pet license requirements and the maximum animal limits set forth in Sections 6.04.030, 6.04.050, and 6.12.020(A)(4) of said Code. (Ord. 3 §1, 2006)

6.04.160 Feral Cat Colony Management

- A. The following definitions shall apply to this Section:
1. *Feral Cat* means any undomesticated variety of cat at for which no one claims ownership or rights of possession and which roams freely in a wild state in and about the Delta city limits.
 2. *Feral Cat Colony* means any two or more feral cats which gather regularly at a food source.
 3. *Feral Cat Caretaker* means any person who complies with the registration

requirements of this Section and is otherwise dedicated to limiting interactions between feral cats and humans, and to controlling the growth of feral cat colonies through a humane process of feeding, trapping, neutering, vaccinating and returning the individual members of such a colony.

4. *Managed Feral Cat Colony* means a feral cat colony having one or more caretakers who maintain its health, sterility and separation from human populations.

5. *Ear Tipping*. The process of removing the top portion of a feral cat's ear so as to identify and distinguish it as having been properly sterilized and vaccinated.

B. Any person who desires to be recognized as bona fide a feral cat caretaker shall register as such with the animal control division of the Delta Police Department and, upon so doing, shall be exempt from the animal control regulations of Chapter 6.04 of the Delta Municipal Code with regard to any feral cats and colonies that are being managed by such caretaker. After completing registration, each caretaker shall submit semi-annual written reports to Delta's animal control division which describe the approximate size, location and general description of each feral cat colony being managed and which recite date-specific events of sterilization, vaccination and control of each feral cat being managed. All feral cats that have been sterilized and vaccinated shall be so identified by its caretaker through the process of ear tipping.

C. The purpose of this Section is to enable a practical alternative to indiscriminate destruction of free-roaming feral cats. It is nevertheless provided that nothing in this Section shall preclude or limit the destruction of any such cat that has become a public nuisance in the discretion of the animal control officer of the Delta Police Department or that has been ordered destroyed by the Delta Municipal Court. (Ord. 4, §1, 2009)

6.04.170 Dog Park

A. There is hereby established within the City of Delta a dog park for the purpose of allowing the off-leash exercise of dogs provided that such dog is under the control of an attendant who is competent and knowledgeable relative to the behavior of said dog(s).

B. Definitions:

Attendant: A person eighteen (18) years or older who brings a dog to the Dog Park. Such person is expected to be competent and knowledgeable relative to the behavior of, and have control over, said dog(s) at all times while at or inside the park.

Dog Park: An enclosed fence facility designated by the City of Delta for the purpose of allowing dogs, under the control of their owner or attendant, to exercise and socialize off-leash.

Owner: As defined as the relation of an owner to the animal possessed.

Vicious Animal: As defined in 6.04.090

Visual Control: The attendant/owner can see the dog(s) and is within 75-feet of the dog(s) at all times.

Voice Control: The attendant/owner is within 75-feet of the dog(s), is able to control and recall the dog(s) at all times, and is not allowing the dog(s) to fight with other dogs. A dog under voice control must immediately come to the attendant/owner when so commanded.

C. Park Operations: The Department of Parks/Recreation shall have authority to control the Dog Park and to make reasonable rules for its operation that are consistent with the Ordinance. The Dog Park will be operated year-round on a daily basis from sunrise to sunset, unless closed for maintenance or severe weather.

D. Responsibilities of Dog Park Users: The attendant/owner must ensure that their dog(s) are legally licensed and have documentation that their dog's vaccinations are up to-date. Current license and vaccination tags must be displayed on the dog's collar.

All dogs shall be free of contagious or infectious diseases, be parasite-free both externally and internally, and have no visible wounds or injuries.

No more than two (2) dogs per attendant/owner are allowed in the Dog Park.

The attendant/owner of the dog(s) must be inside the enclosed Dog Park and have visual and voice control of their dog(s) at all times. Dogs shall not be left unattended at or inside the park.

All dogs must be wearing a collar. Spiked collars are prohibited.

The attendant/owner of any dog(s) using the park must have in his possession a leash that must be attached to said dog(s) when outside.

The attendant must fill-in any holes dug at the facility by their dog(s).

The attendant/owner must remove from the park their dog(s) when they become engaged in excessive barking or are fighting or attempting to fight with other dogs.

The attendant/owner of dogs using the facility must use a suitable container to promptly remove any feces deposited by their dog(s) and properly dispose of such waste material in designated receptacles. Food items must be removed from the park and properly disposed of in a trash receptacle.

E. Children Regulations: While inside the park, children 8 to 17 years of age shall be accompanied by an adult who is solely responsible for the child's proper behavior and safety.

Such children are not permitted to excite or antagonize any dogs using the park by any means including, but not limited to, shouting, screaming, waving their arms, throwing objects, running at or chasing dogs.

F. Prohibited Actions: To ensure the safety of the dogs and attendants the following are not permitted at the Dog Park:

- Animals that are not dogs.

- Dogs under the age of four (4) months.
- Female dogs when in heat.
- Dogs deemed to be vicious, or who have a previous history of aggressive behavior toward other animals or humans,
- The use of bicycles, roller blades/skates, skateboards and similar types of exercise equipment,
- Motorized vehicles and devices, except for wheelchairs for the disabled.
- Glass bottles and similar breakable containers.
- Alcoholic beverages.
- Smoking

Professional dog trainers may not use the park in conjunction with the operation of their business.

G. Liability: Users of the Dog Park shall comply with all rules and regulations governing the use of the facility.

The owner and/or attendant is responsible for and liable for all injuries and damages caused by their dog(s).

Use of the Dog Park shall constitute the implied consent of the dog owner and/or attendant to all conditions of this ordinance and shall constitute a waiver of liability to the City of Delta. As such, users of the Dog Park agree and undertake to protect, indemnify, defend, and hold the City of Delta harmless for any injury or damage caused by or to their dog(s) during any time that said dog(s) is unleashed at the park. Posted at park entrances shall be rules and responsibilities.

H. Enforcement: A person found to be in violation of this Dog Park Ordinance and/or the Dog Park rules is subject to removal from the facility and may be prohibited from future use of the Dog Park.

A person who violates any provision of Dog Park Ordinance or Rules shall be subject to a fine of \$50.00 dollars.

6.04.180 Animal Redemption

A. Pet owners may reclaim their impounded pet at the City of Delta animal shelter as long as the impounded animal has not been adopted out or euthanized. The owner of an impounded animal shall be responsible to pay applicable fees, fines and other expenses incurred by the animal while impounded even if the animal has been adopted by another party or if it has been euthanized.

B. The animal shelter may require that the owner is the only party who can reclaim an impounded animal. No one under the age of 18 years of age, unless emancipated, may reclaim

an animal from the shelter. Failure of an owner to reclaim their animal and pay applicable fees can be cause for criminal charges being filed against the owner of the animal.

C. Providing false information to shelter personnel can be cause for criminal charges being filed against the party reclaiming the impounded animal. The City of Delta can require a pet owner/caretaker pay an impound/board fee bond for up to 10 days in advance for any impounded animal involved in an upcoming court case. The bond can be refunded if ordered by a Judge. This bond may be used to cover care and other expenses incurred by the impounded animal during impoundment. Should an owner/care taker fail to pay the required bond within five business days, the animal becomes the property of the City of Delta.

6.04.190 Found/Stray Animal Surrender

A. The animal shelter will accept found and/or stray animals. The animal must have been found running loose or as a stray inside the City limits of Delta Colorado. The finder must sign a finder surrender form. No found animals will be taken if the finder failed to contact the Animal Control Officer within 3 business days of finding the animal. If more than three business days have passed, the finder will be considered the custodian of the animal and is responsible for it. No found feral cats will be taken unless trapping arrangements have been made with shelter personnel. Only domestic animals will be accepted. No animal will be removed from private property without the owner or legal renter being present and signing a finder surrender form.

B. Providing false information can be grounds for criminal charges to be filed against the finder.

ADOPTED ON FIRST READING AND ORDERED PUBLISHED this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

MEMO

To: City Council
From: Steve Glammeyer, Utilities Director
Date: June 10, 2013
Subject: Lease of Howard Reservoir water



Utilities Department

Recommendation:

Staff is recommending leasing 20 acre feet of water from the Howard Reservoir to Mr. Elmer Ferganchick.

Background:

Staff was recently approached by Mr. Ferganchick about acquiring some water for irrigation purposes for this summer. Mr. Ferganchick owns certain water in a reservoir that is leaking and that has been placed on restriction. He is in desperate need for water this summer. The City owns water in the Howard reservoir that we don't normally use and is not available for use to the Golf Course or White Ranch except by exchange. Therefore, we are asking Council to allow us to lease this water to Mr. Ferganchick for the summer season.

The apparent rate for water this summer is around \$70/c.fs./day or \$35/AF. This lease is set at a price of \$35/AF for total revenue of \$700.

Cost:

There is no cost to the City to lease this water to Mr. Ferganchick.

Alignment With Strategic Planning:

While no specific area is indentified in any documents, the City needs to show use of its water shares to maintain their value.

Actions To Be Taken if Approved:

Staff will seek payment and signature from Mr. Ferganchick, signature from the City Manager, and execute the lease with the delivery of water.

WATER LEASE AGREEMENT

This Water Lease Agreement is made this ____ day of _____, 2013, by and between

The City of Delta, a Colorado home rule municipality

whose mailing address is 360 Main St., P.O. Box 19, Delta, CO 81416 (“The City”), and

Elmer Ferganchick

whose mailing and physical address is 21609 Noel Road, Eckert, CO 81418 (“Lessee”) is to witness:

1. Lessor is the owner of certain water rights from sources on the Grand Mesa in Delta County, Colorado, Water Division No. 4, Old Water District No. 40, including waters decreed to the Lessor in the Howard Reservoir.
2. Lessee desires to lease 20 acre-feet of water for seasonal agricultural use through the year 2013 on his property located at the aforementioned address in Eckert, Colorado.
3. Lessor agrees to lease said water to Lessee on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Term. This lease shall commence on _____, 2013 and, unless sooner terminated in accordance with the provisions hereof, shall terminate December 31, 2013; provided, however, that this lease shall also terminate upon the expiration of the terms of office of a majority of the members of the City Council in office at the time of approval of this lease, unless renewed and continued upon terms and conditions approved by ordinance adopted by the successor City Council.

2. Leased Water.

- A. City hereby leases to Lessee up to 20 acre feet of water from the Howard Reservoir for seasonal agricultural use through the year 2013, subject to adjustments set out herein, to be delivered in accordance with the limitations and conditions of this Agreement. Subject to the terms, conditions, limitations and qualifications of this Agreement, the City covenants to act with reasonable good faith to plan for, and deliver the specified amount of water to Lessee.
- B. The City shall have the right to reduce the leased amount of water at any time when the City, in its reasonable discretion, deems it to be necessary to instead apply the water for public use. Factors which may account for the need for the

City to exercise such right will include, but not be limited to drought, lack of rainfall, and unavailability of the reservoir, pipelines, ditches, or other structures necessary to collect or deliver the water due to casualty, damage, disrepair, or orders from Courts, State or Federal government agencies or other governmental authorities, which have the effect of reducing the yield of the system, either physically or legally, or other actions of third parties which have such effects. In the event the City orders a reduction in the amount of the leased water, the payment amounts provided for in Section 3 shall be adjusted pro rata, and any necessary refund made.

3. Delivery Plan.

- A. Timing of, and other matters concerning deliveries, to Lessee under this Agreement shall remain under the absolute control and total discretion of the City in all respects, including decisions as to which water rights and which structures are appropriate to be used at any given time. The City shall have the right to take whatever action is necessary with respect to controlling of the timing, amount, or the sources of deliveries to the Lessee's property.
- B. Deliveries to the Lessee's property which are legally available for use on such property for purposes allowed by the City's water decrees. The City shall have no obligation under this lease to seek or obtain any change of water right to accommodate Lessee's use of the leased water.
- C. Lessee shall not maintain, use or operate structures of the City's water systems without the prior authorization of the City. Lessee shall advise the City prior to terminating use of the leased water so that any required delivery system shutdowns or changeovers can be coordinated.
- D. Measuring devices, consisting of weirs or other devices approved by the City may be installed on the ditches delivering water to Lessee.
- E. The amount of the water delivered shall be calculated by the City at the reservoir itself. No credit for losses or evaporation shall be allowed between the point of measurement and the point of use by Lessee.
- F. It is understood that the rate at which the City is required to deliver water at any time is limited by terms of the City's decrees, capacity of its ditches and pipelines.

4. Rental.

- A. Lessee shall pay the City rent for the term of this lease in the amount of \$700.00 (at the rate of \$ 35.00 per acre foot of water) payable in advance at the time of execution of this agreement.

B. The stipulated amount of rent shall be made in cash, or in certified funds made payable to the City of Delta, Colorado.

C. No rebate of rent shall be allowed merely because Lessee does not call for, or use his full allotment, unless the City exercises its option to reduce the allotment to be provided in any year because of the conditions specified in Paragraph 2(B) above, or is otherwise unable to deliver the water for reasons or factors beyond its control.

5. Limitations on Use.

A. The water delivered under this Agreement may be used only on the Lessee's property in Eckert, Colorado. No domestic use involving human consumption of water shall be allowed without the prior written consent of the City.

B. Under no circumstances may the water be used for resale to other parties.

6. Maintenance Responsibilities.

A. The City is not, by this Agreement, assuming any responsibility for any particular level of maintenance of the various structures and components comprising the City's existing water delivery system(s), but shall perform such general maintenance as it deems appropriate in its discretion to meet the present and future needs of the City. The City shall not be obligated to spend monies to repair damages to ditches, reservoirs, and other structures, or to rehabilitate them, except as it deems appropriate in its sole discretion. In no event shall the City be required to spend money in excess of available annual appropriations.

7. Restrictions on Water Rights Filings.

A. Lessee shall not, at any time, use the water furnished under this lease as a basis for any new water rights filings for use on any of his property, or for use on the property of others.

B. Lessee shall make no water right filing on, and take no action adverse to the City with respect to the use of any reservoir, ditch, pipeline, or other structure owned, claimed, or used by the City as part of its public systems.

C. Lessee shall not oppose or protest any City application for a finding of reasonable diligence with respect to any City conditional water right.

8. Assignment.

A. The efficacy of this Agreement and the efficient delivery of the water provided herein depends upon the good faith and mutual trust and confidence of the parties. Therefore, this Agreement may not be transferred, assigned, or subleased by

Lessee to any other party without the City's consent. If any such assignment is made without the City's consent, the City shall have no further obligation to deliver water hereunder and it shall be considered a breach. The City may withhold its consent to assignment for any reason City deems appropriate in its sole discretion.

- B. This Agreement shall be binding upon the heirs, successors and assigns of the Lessee's aforementioned property in Eckert, Colorado, and of this agreement.

9. Reserved Rights of the City.

- A. The City is not, by this Agreement, assuming any obligation to defend adverse actions by other parties concerning its water rights or the provisions thereof, or rights to its various structures, but shall retain complete and sole discretion as to what is appropriate to protect or change its rights and system components.
- B. The City shall have the right to use, sell pledge, lease, encumber, license, its system water rights and structures as it deems appropriate in its sole discretion. Provided, however, the City will use good faith to not unreasonably jeopardize its ability to make deliveries to the Lessee pursuant to this Agreement.

10. Miscellaneous.

- A. This Agreement shall not be deemed to create a financial obligation of the City extending beyond the current fiscal year.
- B. Lessee shall comply with all applicable Federal, State, County and City laws, regulations and statutes in the use of the water and components of the City's System and shall comply with any applicable permit, license, and/or easement conditions with respect to such rights and structures in all respects.
- C. Lessee shall be responsible for the cost to repair any damage to any City property caused by the acts or omissions of Lessee, its agents or employees.
- D. This agreement shall be governed by the laws of the State of Colorado. Venue for any legal proceedings regarding this agreement shall be in the Courts of Delta County, Colorado.

11. Indemnification. Lessee shall indemnify, hold harmless and defend the City and its officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense is (1) caused in whole or in part by any act or omission of the Lessee, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, and (2) arising out of the diversion, delivery or use of water or

components of the City's system, and the disposition of any waste or tail water from Lessee's compost facility, or by or on account of any breach of this Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the City or any of its officers, agents or employees by any employee of the Lessee, anyone directly or indirectly employed by it or anyone for whose act it may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee under workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. Nonwaiver. No failure to enforce any provision of this Agreement on account of any breach shall be considered a waiver of the right to enforce any subsequent or succeeding breach.
13. Breach. In the event any party is in breach or default of any of the terms and conditions of this Agreement, the other party may send them a notice of such breach outlining the nature of the breach. The breaching party shall have 30 days in which to cure the breach. If such breach is not cured within 30 days, or is not capable of being cured, the other party shall be entitled to exercise any remedy allowed by law, including the following:
 - A. Terminate any further water deliveries pursuant to this Agreement permanently, or until such breach cured.
 - B. Terminate this Agreement.
 - C. Seek specific performance, or damages, or both.
14. Amendments. Amendments to this Agreement may be made only by a subsequent written agreement executed by the parties.
15. Addresses. Any notice required to be sent to a party shall be sent to the address first specified above unless the party has previously provided a notice of a change in address or delivered to the other party. Notices shall be effective when deposited in the U. S. Mail, certified, return receipt requested, or upon actual delivery to the other party, whichever occurs first.

CITY OF DELTA, COLORADO, Lessor

By: _____
City Manager

Lessee:

By _____
Elmer Ferganchick

Attorney Comments



City Manager Comments



Councilmember Comments

