



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**

**November 19, 2013
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Veterans Day Poem Presentation from Delta Middle School Students**
- F. Presentation from Colorado Association of Chief of Police to Chief Robert Thomas**
- G. Public Hearing: 2014 Budget**
- H. Resolution #5, 2013; Setting the Mill Levy**
- I. Resolution #6, 2013; Adopting the 2014 Budget**
- J. Council Bill #8, 2013; First Reading
2014 Appropriations**
- K. Animal Shelter Lease Agreement**
- L. Agreement for Operation of Animal Shelter**
- M. Public Hearing: Hotel/Restaurant Liquor License; The Garden Center**
- N. Public Hearing: Special Events Permit Application; DCMH**
- O. Retail Liquor Store Renewal; Grand Valley Liquors**
- P. Club Liquor License Renewal; BPOE Lodge No 1235**
- Q. Council Bill #7, 2013; Second and Final Reading
Rate Changes**
- R. City Attorney Comments**
- S. City Manager Comments**
- T. Councilmember Comments**

Amended 11/19/13 jn

Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, Mary Cooper, and Ray Penick along with City Manager Justin Clifton and City Attorney David Smith. A meeting notice was posted in the south window at City Hall at least twenty-four hours prior to the meeting.

Pledge of Allegiance

The Mayor led everyone present in the Pledge of Allegiance.

Changes to the Agenda

There were none.

Minutes

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the minutes of the October 15, 2013 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

Linda Phillips, 1906 1600 Road, commented on Devil's Thumb Golf Course. She stated they are pleased to hear that the golf course will not be closing and that there will be a three to five year plan implemented. She thanked Council for their efforts.

Region 10 Presentation

Michelle Haynes, Executive Director with Region 10, presented a summary of the programs Region 10 offers.

Councilmember Cooper questioned if the senior meal program will remain at three days a week.

Ms. Haynes stated that all sites have been cut and that the Montrose site went to a private pay model. She explained how they deliver meals to the homes of seniors.

Councilmember Cooper questioned what the level of priority is for the sites.

Ms. Haynes stated that home delivery is their highest priority to keep seniors in their homes longer. They are working with several other agencies to establish a centralized kitchen that will also help with the sites.

All Points Transit Presentation

Sharon Phipps, Executive Director of All Points Transit, presented the bus schedule for Delta County which included the City of Delta. She explained the program and the cost for each ride. Ms. Phipps thanked Council for their contribution and would appreciate their continued support.

Regular Meeting, Delta City Council, November 5, 2013 (cont.)

Delta Housing Authority Request for Funding; Villas at the Bluff Phase II

City Manager Justin Clifton stated there is one correction in his memo regarding park improvements. In Phase II there will be additional park improvements.

Jo Rosenquist, Executive Director of Delta Housing Authority (DHA), reported that in 2008 DHA was awarded tax credits for Phase I of Villas at the Bluff, as a result of those tax credits DHA invested \$8.9 million in Delta. In July of 2013 DHA was again awarded a tax credit project. They plan to spend \$6.9 million on Phase II of Villas at the Bluff. She explained that Phase II will include 32 units.

Ms. Rosenquist stated that at this time, DHA is requesting funding for tap fees and playground improvements. The playground needs to be upgraded to include upgrades for older children. She suggested the donation be budgeted over two years since they won't start construction until April of 2014 and finishing in 2015.

Mayor Sisson questioned what the waiting list is currently for those units.

Ms. Rosenquist stated that there are currently 37 families that are on the wait list for the Phase II units. She explained that Villas has a minimum income, the residents do not receive subsidized rent.

Councilmember Jurca questioned how much DHA is requesting.

Ms. Rosenquist suggested the same as last time, which was \$25,000 in tap fees and \$30,000 for the playground.

Councilmember Cooper questioned if they need to make a decision tonight.

Manager Clifton stated that the draft budget is being presented tonight and that currently the request is not in that budget. He suggested putting the amount in the budget, should Council decide they want to contribute.

There was discussion regarding the budget and how it would be budgeted.

There was consensus amongst Council to budget \$25,000 in 2014 and \$25,000 in 2015 for contribution to Phase II of the Villas at the Bluff.

2014 Draft Budget

Manager Clifton stated that this is the first time Council has seen the budget in its entirety as far as numbers as concerned. Staff is primarily interested in knowing if there are any changes Council would like to make other than the one just noted.

Manager Clifton explained that staff has taken the conservative and over estimated expenditures out of the budget for all funds where they could be addressed. He explained how staff addressed those funds. He also explained how staff addressed revenues meeting expenditures. He summarized how the administrative fee was adjusted which has caused an overall decrease in reliance from other funds. The primary beneficiary is the city wide capital

Regular Meeting, Delta City Council, November 5, 2013 (cont.)

2014 Draft Budget (cont.)

fund. There is discretion on how those savings should be applied. He stated he believes the city wide capital fund has the most need for the funds.

Councilmember Raley questioned if staff has addressed the recommendations that were brought up at the last work session.

Manager Clifton stated that staff has applied most of those recommendations.

Councilmember Raley stated that the one specific recommendation he is interested in is closing the golf course for the winter months.

Manager Clifton reported staff is looking at the recommendation. He explained that what is difficult right now is that most savings in that area are contingent upon doing something creative with staff. Staff will be looking at the three to five year plan and closing for the winter months will be looked at that time.

Councilmember Raley stated that the City has to keep finding ways to take the burden off the tax payers of the City of Delta to support the golf course which is used primarily from golfers not within the City.

Manager Clifton reported that in the budget staff did budget a reduction of \$90,000 in transfers.

There was discussion regarding the three to five year plan for the golf course.

Councilmember Penick questioned if the HVAC system was taken out of this budget.

Manager Clifton stated that it is not in the budget; however, there are funds in there to do the surveys.

There was additional discussion regarding the reduction of transfers for the golf course.

Manager Clifton stated staff will make the change regarding the DHA contribution and then present the budget at the next meeting for approval.

Hotel/Restaurant Liquor License Renewal; Fiesta Vallarta

The Clerk reported that Fiesta Vallarta has submitted their annual hotel/restaurant liquor license renewal. The application is complete and all fees have been paid. The police department is recommending renewal.

It was moved by Councilmember Cooper and seconded by Councilmember Penick to approve the hotel/restaurant liquor license renewal for Fiesta Vallarta. All in favor, motion carried.

Regular Meeting, Delta City Council, November 5, 2013 (cont.)

Council Bill #7, 2013; First Reading
Rate Changes

Council Bill #7, 2013

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
PROVIDING REVISED WATER, SEWER, ELECTRIC AND
TRASH RATES, REVISED WATER AND SEWER SYSTEM
IMPROVEMENT AND TAPPING FEES, AND AMENDING THE
MUNICIPAL CODE CONCERNING THE SAME

was read by the Clerk.

Utilities Director Steve Glammeyer stated that staff has had several presentations regarding the rate increase. These increases are for the monthly charges for service in all four utility funds. The increases are necessary to help continue to budget the funds. The City has seen an increase in the cost of purchase power of 10% this year and it is likely there will be an additional 10% next year. There are no transfers from the municipal light and power fund this year; they were moved to the three other utility funds. To help facilitate those transfers, increases needed to be considered in those funds as well. A spreadsheet with the rate comparisons was included in the packets.

Mayor Sisson complemented Mr. Glammeyer on keeping the budget as lean as he has.

Councilmember Penick questioned when the last rate increase was.

Director Glammeyer stated the last electric increase was in 2012 and prior to that it was 2009.

It was moved by Councilmember Jurca and seconded by Councilmember Cooper to adopt Council Bill #7, 2013 on first reading.

Councilmember Penick stated that there is one "whereas" that needs to be removed.

Manager Clifton also stated that the effective date should be January 1, 2014.

The motion was amended to reflect the changes as noted.

Roll call vote: Councilmembers Cooper, aye; Penick, aye; Raley, aye; Jurca, aye and Sisson, aye. Motion carried.

Director Glammeyer thanked Council for their support.

Manager Clifton stated that total transfers in 2011 were about \$1.2 million and 2014 transfers are budgeted for \$850,000. Staff has worked hard to try to minimize the impact to the City's customers.

Councilmember Penick stated that it is his understanding that the City of Delta's rates are still less than DMEA's rates.

Regular Meeting, Delta City Council, November 5, 2013 (cont.)

Council Bill #7, 2013; First Reading (cont.)

Director Glammeyer reported that if DMEA does approve their proposed rate increase, the City will be about 14% less on the residential customer and 7% less on the commercial customer.

City Attorney Comments

There were none.

City Manager Comments

There were none.

Councilmember Comments

Councilmember Cooper appreciated the good words from Mrs. Phillips. She stated that the rumors of closing the golf course are not coming from Council.

Councilmember Raley also stated he never said he wanted to close the golf course.

Executive Session

It was moved by Councilmember Cooper and seconded by Councilmember Penick to convene an Executive Session for discussion of a personnel matter under CRS Section 24-6-402(4)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees; or more specifically for the City Manager's performance evaluation.. All in favor, motion carried.

At 7:57 p.m., Mayor Sisson recessed the Regular Meeting and convened the Executive Session.

At 8:50 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Councilmembers Bill Raley, Mary Cooper, Ray Penick and Robert Jurca as long as City Manager Justin Clifton who was excused at 8:05 p.m. and returned at 8:35 p.m. 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

Item D:

Citizen Comments



Item E:

Veterans Day Poem Presentation from Delta Middle School Students



Item F:

Presentation from Colorado Association of Chief of Police

to Chief Robert Thomas



Item G:

Public Hearing: 2014 Budget



Resolution #5, 2013

A RESOLUTION LEVYING GENERAL
PROPERTY TAXES FOR THE YEAR OF 2013
TO HELP DEFRAY THE COSTS OF
GOVERNMENT OF THE CITY OF DELTA,
COLORADO, FOR THE 2014 BUDGET YEAR

WHEREAS, the City Council of the City of Delta, Colorado, has determined that the amount of money necessary to balance the 2014 budget for general operating expenses is \$0.00; and

WHEREAS, the 2013 valuation of assessment for the City of Delta, Colorado, as certified by the County Assessor, is \$71,420,125.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO:

Section 1. That for the purpose of meeting all general operating expenses of the City of Delta during the 2014 budget year, there is hereby levied a tax of 0 mills upon each dollar of the total valuation for assessment of all taxable property within the City for the year 2013.

Section 2. That the City Manager is hereby authorized and directed to immediately certify to the County Commissioners of Delta County, Colorado, the mill levies for the City of Delta as hereinabove determined and set.

Adopted this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

Resolution #6, 2013

A RESOLUTION ADOPTING A BUDGET FOR THE CITY OF DELTA, COLORADO, FOR THE CALENDAR YEAR BEGINNING THE FIRST DAY OF JANUARY, 2014, AND ENDING ON THE THIRTY-FIRST DAY OF DECEMBER, 2014

WHEREAS, the City Manager of the City of Delta, pursuant to Section 58 of the City Charter, has prepared and submitted to the City Council of the City of Delta a proposed budget for consideration by the City Council; and

WHEREAS, upon due and proper notice, published in accordance with the requirements of the Charter, the proposed budget has been open to public inspection at the Municipal Building and a public hearing was held November 19, 2013, giving interested taxpayers the opportunity to file or register any objections to the proposed budget; and

WHEREAS, the proposed budget is ready to be acted upon by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Delta, Colorado, that the budget as submitted by the City Manager be, and the same hereby is, approved and adopted as the budget for the City of Delta for the year 2014.

Dated this ____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

Council Bill #8, 2013

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW FOR THE CITY OF DELTA, COLORADO, FOR THE 2014 BUDGET YEAR

WHEREAS, the City Council has adopted the annual budget on November 19, 2013; and

WHEREAS, the City Council has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City.

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

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, as follows:

General Fund	\$ 4,829,824
Conservation Trust Fund	142,000
Recreation Center Fund	2,103,612
City-Wide Capital Improvements Fund	5,060,881
Municipal Light and Power Fund	5,969,519
Sewer Fund	1,929,851
Water Fund	2,286,584
Refuse Fund	722,358
Golf Course Fund	922,576
Internal Service Fund	1,040,834
Employees' Dental Insurance Fund	59,800
Capital Project Fund	10,573,276
Debt Service Fund	1,779,105
Perpetual Care Fund	1,000

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: Glen L. Black *GLB*
Date: November 19, 2013
Subject: Animal Shelter Lease and Operation Agreement



Community Development

Recommendation: The City enter into agreements with Citizens for Animal Welfare and Shelter (CAWS) for lease and operation of the Animal Shelter

Background: This year (2013), the City and CAWS entered into lease and operation agreements under which CAWS operated the Animal Shelter and used the facility for an adoption center in conjunction with the City's use as an animal pound. With experience of operation, both the City and CAWS feel it would be appropriate to make a few changes to both agreements and renew for 2014.

Cost: The City will not incur any costs in renewing the agreements. The City will have savings in labor costs that would have been dedicated to operating the Shelter.

Alignment With Strategic Planning: Not specifically discussed in the strategic plan, but in alignment with Title 6, Chapter 4 of Delta Municipal Code: Animal Control Regulations.

Actions To Be Taken if Approved: City Manager will enter into agreements for lease and operation of the Animal Shelter with CAWS.

LEASE OF MUNICIPAL PROPERTY FOR ANIMAL SHELTER

This Agreement, executed this _____ day of _____, 2014 by and between the City of Delta, Colorado, a Colorado municipal corporation of P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "Landlord"), and Delta County Citizens for Animal Welfare and Shelter, a Colorado non-profit corporation of 211 Grand Avenue, Paonia, Colorado 81428 (hereinafter referred to as "Tenant" or as "CAWS), is to witness:

1. Leased Premises. The property hereby leased by Landlord to Tenant (hereafter collectively referred to as "the premises") consist of land located at 640 West 4th Street in Delta, Colorado, which is more particularly described on Exhibit A attached hereto, including all improvements and fixtures thereon and appurtenances thereto, and also all appliances, equipment and inventory used in and upon the land for present purposes of an animal pound as more particularly described on Exhibit B attached hereto:

2. Term of Lease. The term of this Lease shall commence at 12:00 a.m. on January 1, 2014 and shall continue for an indefinite term thereafter until formally terminated by either party upon at least thirty (30) days prior written notice delivered to the other party.

3. Rent Payments. No rent shall be required of Tenant under this lease. Tenant's consideration provided for this lease consists of its other promises made hereunder and under a separate agreement with Landlord dated January 1, 2014 and entitled Agreement for Operation of Animal Shelter.

4. Utilities. During the term of this Lease, Landlord shall pay or waive the costs of any and all municipal and private utility services presently being furnished to the premises (i.e. water, sewer, electricity, natural gas, trash collection), but excluding, however, telephone, cable television and internet service. Any additional utilities desired by Tenant that are not to be paid or waived by Landlord under this paragraph shall be arranged and paid for exclusively by Tenant. Any utility deposits paid by Tenant for its separate utilities shall remain the property of Tenant.

5. Maintenance. In all respects, Tenant shall be exclusively responsible for making minor repairs and generally keeping the leased premises in a neat, safe, and orderly condition. Tenant shall also comply with all State and local laws regarding maintenance of the leased premises for the sake of public health, safety and welfare including, but without limitation, those which require removal of snow, ice, and other debris from sidewalks and other areas and prevention of nuisances and environmental hazards. Nothing in this paragraph is intended to make Tenant responsible for costs of repair or replacement which are in excess of \$75.00 per event or occurrence excluding the rubber flaps on the dog kennel doors. These flaps will be replaced, as needed, by Landlord.

6. Improvements by Tenant. Tenant shall make no alteration or structural improvement of the leased premises without Landlord's express written consent; and Landlord agrees not to unreasonably withhold such consent. Unless the parties hereafter agree otherwise in writing, any and all improvements actually made by Tenant with Landlord's consent shall become part of the leased premises owned by Landlord, and no part of the cost or value thereof shall be reimbursable to Tenant.

7. Relationship of Parties. No partnership, co-venture, agency, employment or other relationship beside one of landlord and tenant is intended by the parties under this agreement.

8. Liability. Tenant shall assume full responsibility for its own use of the leased premises and its activities conducted thereon. Tenant agrees to indemnify and defend Landlord against, and hold it harmless from, any and all types and amounts of legal liability arising from or related to Tenant's use and occupancy of the premises and the conduct of Tenant's business operations thereon, including any event attributable to Tenant which may result in injury to or death of persons, or loss of or damage to property of Tenant or other third parties. It is nevertheless provided that Landlord shall be liable for such injury, death, loss or damage which may be solely and proximately caused by Landlord's own negligent act or mission.

9. Insurance. During the term of this lease, each party shall be responsible for carrying and paying for any insurance deemed necessary for the protection of its own property and business assets that could sustain damage or loss as the result of any fire or other casualty occurring on or near the leased premises. At all times during the duration of this Lease, Tenant shall also keep in effect with reputable carriers, comprehensive liability insurance covering its business operations and other responsibilities hereunder in an amount equal to \$600,000.00, or the amount required for the maintenance of its Colorado license, whichever amount is lesser. The policy of said insurance shall endorse Landlord as an additionally insured party. Landlord shall be entitled to at least ten days prior written notice of any prospective cancellation and/or non-renewal of Tenant's comprehensive liability insurance policy required by this paragraph. (Attached hereto as Exhibit C is evidence of Tenant's current comprehensive and general liability insurance coverage required by this Lease, which Landlord acknowledges to be satisfactory.)

10. Taxes. During the lease term, Landlord shall be solely responsible for payment of property taxes, if any, that are levied and/or assessed against the leased premises, it being understood that Landlord, as a municipality, is exempt from paying ad valorem taxes. Business operation taxes including, without limitation, all sales and excise taxes, payroll withholding taxes and other similar taxes shall be Tenant's sole and exclusive responsibility to pay.

11. Tenant's Additional Covenants. Tenant specifically covenants as follows:

- (a) To use the leased premises strictly for operating the business of an animal shelter and pound in specific accord with the aforementioned separate agreement executed by the parties on January 1, 2014 and entitled Agreement for Operation of Animal Shelter. Tenant shall neither conduct nor permit any disorderly conduct, noise or nuisance tending to annoy or disturb persons occupying any adjoining premises.
- (b) To continuously maintain the license required by the State of Colorado for operation of an animal shelter, to notify Landlord in writing of any change in the status of such license, and to provide all information regarding the status of such license that may be reasonably requested by Landlord throughout the term of this lease. (Tenant's current license is #81-6902-13, which the parties acknowledge to be issued through February 28, 2014.)
- (c) To allow Landlord, and its' duly authorized agents, to enter upon the leased premises for purposes of inspection at all reasonable times.
- (d) To conduct all of its business operations in a careful manner calculated to protect its own property and that of Landlord. Specifically, Tenant agrees to tolerate no conduct or activity by its employees and volunteers that would unreasonably increase the cost of insurance upon Landlord's property.
- (e) To promptly notify Landlord of all events of loss or damage to Landlord's property resulting from fire or other casualty and of any defects or hazards discovered in the property.

12. Termination. This lease may be terminated immediately by either party upon the other party's material breach or default of its terms and its failure to cure or rectify said breach within fifteen working days of delivery of written notice of the breach from the non-defaulting party. Otherwise, discretionary termination desired by either party may also occur upon thirty (30) days prior to written notice as provided in paragraph 2 hereinabove. At the option of either party, termination shall also occur upon occurrence of any substantial event of destruction to the leased premises or upon any condemnation or other taking of all or any substantial part of the leased premises by a governmental agency; provided that all insurance and/or condemnation payments attributable to the leased premises shall, in any event, be Landlord's exclusive

property, and provided further that Tennant shall be entitled to pro rata refunds of any and all utility payments previously made.

13. Surrender of Premises. Upon termination of this Lease, Tenant shall deliver and return possession of the leased premises to Landlord in as good condition as when first received, except for ordinary wear and business use, acts of God and damage not attributable to Tenant's business or other activities on the premises.

14. Breach or Default. Breach of this lease by either party shall entitle the other party to all consistent legal and equitable remedies afforded by Colorado law including, but not limited to these remedies provided under the unlawful entry and detainer statutes of Colorado. In the event of any dispute arising under the terms of this Lease, the prevailing party shall, in addition to all other remedies allowed, be entitled to recover reasonable attorney fees and court costs from the non-prevailing party.

15. Venue and Choice of Laws. This Lease shall be construed under the laws of the State of Colorado. Venue for any litigation shall be within Delta County, Colorado.

16. Assignment and Sublease. Tenant shall neither assign its interest in this Lease nor sublease all or any part of the subject premises without Landlord's prior written consent. Landlord agrees not to unreasonably withhold such consent.

17. Notices. Written notices required by this lease shall be deemed properly delivered when mailed by certified mail, with return receipt requested, to the pertinent party at the address listed on page one of this lease or at such other address as a party may hereafter designate in writing to the other party

18. Binding Effect. This lease shall be binding upon, and shall insure to the benefit of, the parties hereto, their respective heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF the parties hereto have executed this instrument of Lease on the day and year above written.

Tenant: CAWS

Landlord: CITY OF DELTA

By: _____
President

By: _____
City Manager

By: _____
Secretary

AGREEMENT FOR OPERATION OF ANIMAL SHELTER

This agreement is made and entered into this 1st day of January, 2014, by and between the City of Delta Colorado, of P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "City"), and Citizens for Animal Welfare and Shelter, of 211 Grand Avenue Paonia, Colorado 81428 (hereinafter referred to as "CAWS"), and is to witness:

Recitals

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

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

Agreement

1. The parties anticipate entering a related agreement under which the City will lease to CAWS the City's aforementioned facilities located at 640 West 4th Street (hereinafter referred to as "The CAWS Adoption Center"). If a formal lease agreement mutually acceptable to both parties is not executed by them on or before January 1, 2014, or if the property subject to the lease is not in a condition acceptable to CAWS at that time, this agreement shall automatically terminate and be of no further effect. Otherwise, this agreement shall continue to run and be binding upon the parties for as long as the anticipated formal lease remains in full force and effect.

2. The City will provide the following improvements to the facility within six months of the date of this agreement:

- a) Ceiling fans or other devices in the dog kennel area to distribute heat during the winter months and conform to PACFA 50 degree minimum rule.
- b) Replace all dog kennel flaps with durable material to help prevent chewing and damage by animals.
- c) Screen doors for both the front and back entries to minimize the number of flies entering the facility which are caused by near-by meat packing plant.

3. Effective with the date of commencement of the aforementioned formal lease on January 1, 2014, CAWS shall assume full responsibility for conducting and managing

operations of the CAWS Adoption Center, subject to the terms and conditions of the lease and the other terms and conditions of this Agreement. All employees and volunteers working at the CAWS Adoption Center will be the sole and exclusive responsibility of CAWS from and after commencement of the anticipated formal lease.

4. CAWS shall admit to the CAWS Adoption Center those animals under quarantine and/or evidence hold and delivered to it by the City. CAWS may admit such other animals including stray dogs and cats and those relinquished by members of the community and the City with the prior approval of the CAWS Adoption Center manager. No dog or cat shall be admitted without this approval with the exception of those animals that have been quarantined and/or held as evidence by the City.

5. CAWS staff employed at the CAWS Adoption Center shall be instructed to refer all inquiries from City of Delta residents regarding animal control issues to the phone number and office provided by the City to CAWS.

6. Shelter staffing shall, at a minimum, consist of one unpaid volunteer director, one or more shelter managers collectively working 35 paid hours per week, and other volunteers to supplement staffing as needed. Shelter manager(s) will be supervised by the director and volunteers will be supervised by the shelter manager(s).

7. Space at the Delta Animal Shelter will be allocated as follows: Kennels will be made available to the City within 2 hours of notice when the City needs to quarantine and/or evidence hold an animal.

8. The CAWS Adoption Center shall be open for general business operations, other than merely sheltering animals, during the hours of 9:00 a.m. to 2:00p.m., seven days a week.

9. The City will have access to the shelter at all times and will notify shelter manager by phone about after hour quarantines and/or evidence hold of animals.

10. CAWS staff and the City will carefully monitor the intake and census of animals at the CAWS Adoption Center and cooperate to ensure that animals are not brought in if there is no space. However, the final decision to admit non-quarantine and/or evidence animal will be made by the CAWS Adoption Center manager.

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

12. Applicable City fines, plus boarding fees, attributable to any animal impounded by the

City shall be collected by the City prior to the release of the animal to its lawful owner(s). With regard to any animals claimed or unclaimed by lawful owners, the City shall nevertheless reimburse CAWS for boarding fees at the rate of \$19.00 per day each impounded animal.

13. Animals ordered quarantined by the City will be cared for by CAWS staff at the CAWS Adoption Center for the required holding period. Such animals shall be released from quarantine only by, or on authorization of, the City. As for events of animal impound, the City shall have primary responsibility for determining and collecting from pertinent owners the related fines and fees attributable for each event of quarantine. The City will nevertheless reimburse CAWS for the care of each quarantined animal at the rate of \$19.00 per day for the actual period of quarantine.

14. Fees for boarding of impounded and quarantined animals at the CAWS Adoption Center owed to CAWS by the City shall be paid on a monthly basis to CAWS upon receipt of invoice.

15. All animals kept at the CAWS Adoption Center, that are unclaimed by owners after being impounded or quarantined for the applicable periods of time, may be accepted into the CAWS adoptive programs and processed as outlined in the current version of CAWS policies and procedures. The City will pay the standard relinquishment fee of \$50 for each animal that is unclaimed by owners and turned over to CAWS. All marketing and promotion of animals awaiting adoption will be responsibility of CAWS. If after adoption, another person claims prior rights of ownership, CAWS staff will inform the City of the claimant's contact information.

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

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

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

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

20. All impounded and quarantined animals that have not been relinquished to CAWS and are kept at the shelter at the time of such termination shall thereupon become the responsibility of the City.

21. All maintenance necessities for animals belonging to the City shall be the responsibility of the City.

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

23. CAWS and City retain the right to terminate this agreement at any time. However, except in the event of a mutual agreement to terminate earlier, or under circumstances described in paragraph 19 above, termination shall not become effective until the 30th day after written notice of intent to terminate is provided by one party to the other.

24. CAWS shall maintain at the shelter for purchase collars and leashes for dogs and cats. CAWS shall maintain proper sales licensing and shall pay sales tax.

25. This agreement shall be governed by the laws of the State of Colorado. Venue for any legal dispute between the parties shall be in the Courts of Delta County, Colorado. This agreement shall be reviewed no later than October 1st of each year.

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

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

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

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

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

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

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

City of Delta, Colorado

By: _____
Justin Clifton, Delta City Manager

Citizens for Animal Welfare and Shelter (CAWS)

By: _____
Rand Kokernot, President

By: _____
JoAnn Kalenak, Secretary

11/07/14

MEMO

To: City Council
From: Jolene E. Nelson, City Clerk
Date: November 14, 2013
Subject: Hotel/Restaurant Liquor License; The Garden Center



Office of the City Clerk

Recommendation:

Staff recommends approval of the Hotel and Restaurant Liquor License application submitted by Williams Cellars, LLC dba The Garden Center.

Background:

Williams Cellars, LLC has applied for a Hotel and Restaurant Liquor License for The Garden Center. Williams Cellars, LLC has three members (Daniel Williams, Constance Williams and Ty Williams) which have been fingerprinted and results show no record.

The location of the restaurant is 1970 South Main in Delta.

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

Cost:

There is no cost to the City to approve this license. The applicant has paid the \$1625 application fee to the State, and the City's fee of \$200 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

<input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF OWNERSHIP <input type="checkbox"/> LICENSE RENEWAL						
• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES) • LOCAL LICENSE FEE \$ _____ • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)						
1. Applicant is applying as a <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)					<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation Williams Cellars, LLC				Fein Number 27-1755510		
2a. Trade Name of Establishment (DBA) The Garden Center			State Sales Tax No. 27-650110	Business Telephone 970-874-9009		
3. Address of Premises (specify exact location of premises) 1970 South Main Street						
City Delta		County		State Co	ZIP Code 81416	
4. Mailing Address (Number and Street) Same			City or Town	State	ZIP Code	
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 \$1,025.00 2302 <input checked="" type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,125.00 2310 <input type="checkbox"/> Application Fee for Transfer \$1,025.00			1985 <input type="checkbox"/> Resort Complex License (City) \$500.00 1986 <input type="checkbox"/> Resort Complex License (County) \$500.00 1988 <input type="checkbox"/> Add Related Facility to Resort Complex... \$ 75.00 X ____ Total ____ 1990 <input type="checkbox"/> Club License (City) \$308.75 1991 <input type="checkbox"/> Club License (County) \$308.75 2010 <input type="checkbox"/> Tavern License (City) \$500.00 2011 <input type="checkbox"/> Tavern License (County) \$500.00 2012 <input type="checkbox"/> Manager Registration - Tavern \$ 75.00 2020 <input type="checkbox"/> Arts License (City) \$308.75 2021 <input type="checkbox"/> Arts License (County) \$308.75 2030 <input type="checkbox"/> Racetrack License (City) \$500.00 2031 <input type="checkbox"/> Racetrack License (County) \$500.00 2040 <input type="checkbox"/> Optional Premises License (City) \$500.00 2041 <input type="checkbox"/> Optional Premises License (County) \$500.00 2045 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 2046 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00 2220 <input checked="" type="checkbox"/> Add Optional Premises to H & R \$100.00 X 10 Total 1000 2370 <input type="checkbox"/> Master File Location Fee \$ 25.00 X ____ Total ____ 2375 <input type="checkbox"/> Master File Background \$250.00 X ____ Total ____			
LIAB SECTION B LIQUOR LICENSE FEES						
1905 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 1906 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 1940 <input type="checkbox"/> Retail Liquor Store License (City) \$227.50 1941 <input type="checkbox"/> Retail Liquor Store License (County) \$312.50 1950 <input type="checkbox"/> Liquor Licensed Drugstore (City) \$227.50 1951 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 1960 <input type="checkbox"/> Beer and Wine License (City) \$351.25 1961 <input type="checkbox"/> Beer and Wine License (County) \$436.25 1970 <input checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 1971 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 1975 <input type="checkbox"/> Brew Pub License (City) \$750.00 1976 <input type="checkbox"/> Brew Pub License (County) \$750.00 1980 <input checked="" type="checkbox"/> Hotel and Restaurant License w/opt premises (City) \$500.00 1981 <input type="checkbox"/> Hotel and Restaurant License w/opt premises (County) \$500.00 1983 <input checked="" type="checkbox"/> Manager Registration - H & R \$ 75.00						
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY						
LIABILITY INFORMATION						
County		City	Industry Type	License Account Number	Liability Date	License Issued Through
					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	
				\$		

MEMO

To: Mayor and City Council
From: Jolene Nelson, City Clerk
Date: November 15, 2013
Subject: Special Events Permit Application –
Delta County Memorial Hospital Foundation



Office of the City Clerk

Recommendation:

Staff recommends approving the application for a Special Events Liquor Permit for the Delta County Memorial Hospital Foundation for January 25, 2014.

Background:

The Delta County Memorial Hospital Foundation has submitted an application for a Special Events Liquor Permit for their fund raiser to be held at 1501 E. 3rd Street on January 25, 2013. The application specifies that they plan to sell alcoholic beverages from 6:00pm to 12:00am.

The application is complete and the fees, \$35 to the City and \$25 to the State have been paid.

A sign notifying the public of this hearing has been posted as required by law. As of the writing of this memo, no comments either for or against the approval of the application have been received by the City Clerk.

Cost:

There is no cost to the City.

Alignment With Strategic Planning:

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

Actions To Be Taken if Approved:

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

DR 8439 (06/28/06)
COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
 1375 SHERMAN STREET
 DENVER CO 80261
 (303) 205-2300

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE DELTA COUNTY MEMORIAL HOSPITAL FOUNDATION	State Sales Tax Number (Required) 98-00207
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
**1501 E. 3RD ST
 DELTA, CO 81416**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
**1501 E. 3RD ST
 DELTA, CO 81416**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE CAROL WICBURG		3603 Cedar Dr, DELTA, CO 81416	(970) 874-9215

5. EVENT MANAGER THERMA STARNOR		3583 F. RD, DELTA, CO 81416	(970) 874-3242
---	--	------------------------------------	-----------------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? **2 3-2-13 9-21-13**

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

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

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
11/25/14				
6 P.m. To 12 P.m.				

OATH OF APPLICANT

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

SIGNATURE Patti A Kalahan	TITLE MEMBER FOUNDATION BOARD A	DATE 10/22/13
-------------------------------------	---	-------------------------

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

(Instructions on Reverse Side)

MEMO

To: City Council
From: Jolene E. Nelson, City Clerk
Date: November 15, 2013
Subject: Retail Liquor Store Renewal –
Grand Valley Liquors



Office of the City Clerk

Recommendation:

Staff recommends approval of the Retail Liquor Store License Renewal for Grand Valley Liquors, located at 750 Main Street. The Police Department's report and recommendation is attached.

Background:

The current liquor license expires December 5, 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.

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**

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

GRAND VALLEY LIQUORS
 766 MAIN ST
 DELTA CO 81416-1828

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 GRAND VALLEYCONVEN STORE LLC		DBA GRAND VALLEY LIQUORS		
Liquor License # 40926720000	License Type Liquor Store (city)	Sales Tax License # 40926720000	Expiration Date 12/5/2013	Due Date 10/21/2013
Street Address 750 MAIN ST DELTA CO 81416-1828				Phone Number (970) 471 3421
Mailing Address 766 MAIN ST DELTA CO 81416-1828				
Operating Manager	Date of Birth	Home Address	Phone Number	

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

AFFIRMATION & CONSENT

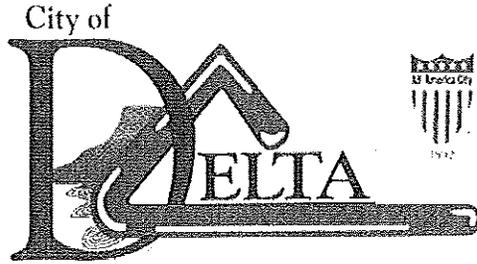
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title Owner
Signature <i>Lini Abani</i>	Date 10.31.13

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date
Signature	Title
	Attest



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

LIQUOR LICENSE RENEWAL RECOMMENDATION

To: City Council

Re: Application of Grand Valley Convenience Store LLC
DBA: Grand Valley 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: November 15, 2013
Subject: Club Liquor License Renewal –
BPOE Lodge No 1235



Office of the City Clerk

Recommendation:

Staff recommends approval of the Club Liquor License Renewal for BPOE Lodge No 1235, located at 563 Main Street. The Police Department's report and recommendation is attached.

Background:

The current liquor license expires December 30, 2013.

Cost:

There is no cost to the City to renew the license. The applicant has paid the \$308.75 renewal fee to the State, the City renewal fee of \$116.25 as well as the City liquor occupation tax of \$200.

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**

BPOE LODGE NO 1235
 563 MAIN ST
 DELTA CO 81416-1817

Fees Due	
Renewal Fee	\$308.75
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	308.75

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 BPOE LODGE NO 1235		DBA BPOE LODGE NO 1235		
Liquor License # 04017450001	License Type Club License (city)	Sales Tax License # 04017450001	Expiration Date 12/30/2013	Due Date 11/15/2013
Street Address 563 MAIN ST DELTA CO 81416-1817				Phone Number 970-874-6146
Mailing Address 563 MAIN ST DELTA CO 81416-1817				
Operating Manager Shari S. Ryan		Home Address 1730 Hwy 50, Delta, CO 81416-8706		Phone Number 970-874-9824
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p> <p>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. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>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.</p> <p>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. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>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. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>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. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>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.</p>				

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 TOM D. ROWAN	Title TREASURER
Signature Tom D. Rowan	Date 4 November 2013

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 BPOE Lodge No 1235
DBA: _____

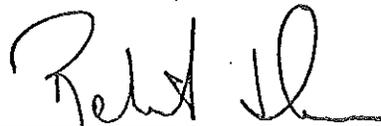
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

No liquor violations in the past twelve months.

Remarks:

Police Department recommendation:

Recommend liquor license renewal.



Robert Thomas, Chief of Police

Council Bill #7, 2013

AMENDED

AN ORDINANCE OF THE CITY OF DELTA, COLORADO, PROVIDING REVISED WATER, SEWER, ELECTRIC AND TRASH RATES, REVISED WATER AND SEWER SYSTEM IMPROVEMENT AND TAPPING FEES, AND AMENDING THE MUNICIPAL CODE CONCERNING THE SAME.

WHEREAS, pursuant to Article IV of the Home Rule Charter and Title 31 the City is responsible for setting the fees and costs associated with the operation of municipal utilities within the City; and

WHEREAS, the City Council is desirous of amending the municipal code to adjust current rates and make it easier to adjust rates in the future;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council.

Section 2. Subsection 8.12.100(A) of the Delta Municipal Code is amended to read as follows:

A. The owner, tenant and occupant of premises to which trash collection service is provided by the City or charges due there from shall be jointly and severally liable for the charges as set out in Section 8.12.160.

Section 3. Subsection 8.12.130(D) of the Delta Municipal Code is amended to read as follows:

D. All bills shall specify a due date. Bills not paid by the due date shall be subject fees as set out in Section 13.04.270.

Section 4. There is hereby added a section 8.12.160 of the Delta Municipal Code as follows:

8.12.160 Trash Collection Fees/Rates Table.

Refuse			
	Container Size (gallons)	Monthly Base Charge	Extra Pickup
	90	\$12.00	\$17.75
	300	\$27.00	\$40.25
	Over 300	\$0.90/gal	\$0.135/gal
	Shared containers	\$12.00/unit	\$17.75/unit

Section 4. Title 13, Chapter 13.04 of the Delta Municipal Code is repealed and readopted as follows:

Chapter 13.04

ELECTRIC, WATER AND SEWER SYSTEMS

Sections:

- 13.04.010 Applicability.
- 13.04.020 Application for service.
- 13.04.030 Conditions of and application for connection.
- 13.04.040 Water and sewer system improvement and tap fees.
- 13.04.050 Installation and maintenance responsibilities.
- 13.04.060 Electric, water and sewer use charges--General provisions.
- 13.04.070 Remedies for nonpayment.
- 13.04.080 Specifications and standards.
- 13.04.090 Electric, water and sewer extensions.
- 13.04.100 Right of entry.
- 13.04.110 Monthly water rates.
- 13.04.120 Monthly electric rates.
- 13.04.130 Monthly sewer rates.
- 13.04.140 Non-Payment, termination, and resumption of electric, water and sewer service.
- 13.04.150 Restriction of water use.
- 13.04.160 Use of fire hydrants.
- 13.04.170 Tampering with utilities.
- 13.04.180 Groundwater.
- 13.04.190 Special provisions for Garnet Mesa Sewer Extension Project.
- 13.04.200 Construction surcharges.
- 13.04.210 Outside City service.
- 13.04.220 Additional water company requirements.
- 13.04.230 Special provisions for the North Delta Sewer Project.
- 13.04.240 Water Fees/Rates Table
- 13.04.250 Sewer Fees/Rates Table

- 13.04.260 Electric Fees/Rates Table
- 13.04.270 Late Payment Penalty and Non-Payment/Resumption of Service Fees Table

13.04.010 Applicability.

A. All users of City electric, water or sewer services shall be subject to the terms and conditions as set out in this Chapter and shall be subject to all applicable regulations of the City Code and other ordinances, resolutions and regulations of the City, as they now exist or as they may be amended in the future.

B. The owner, lessee, party in possession and party actually using electric, water or sewer service, of any property served by City electric, water or sewer service, shall be jointly and severally liable for all fees, charges and penalties imposed by this Chapter and for compliance with other requirements of this Chapter, notwithstanding any agreement among themselves. (Ord. 23, §1(part), 1984)

13.04.020 Application for service.

A. Application for City electric, water or sewer service shall be made upon forms provided by the City, which forms shall require information as may be necessary for the proper billing and management of the electric, water or sewer system.

B. The City may grant permission for the use of electric, water or sewer service only upon receipt of the proper application and payment of all applicable fees, charges and deposits. (Ord. 23, §1(part), 1984; Ord. 20, §1, 1998)

13.04.030 Conditions of and application for connection.

A. Applications for connection to the City electric, water or sewer system shall be made upon forms provided by the City which forms shall require information as may be necessary for the proper management and operation of the systems. The application shall be accompanied by the system improvement and other fees imposed by this Chapter, a plan of the property to be served, and the evidence of title to, and legal description of, the property to be served.

B. If the property to be served is outside the City limits, the application shall be accompanied by:

1. A title memorandum furnished by a reputable title company, a copy of the applicant's deed or a copy of a title

insurance policy showing the title status of the property, the owner of record, and the legal description of the property to be served; and

2. An agreement executed by the applicant and the owner which contains the following conditions and other conditions consistent with this Chapter:

a) All service lines between the City lines or mains and the building served shall be constructed and maintained in compliance with all City codes, standards and specifications.

b) The owner and applicant agree to annex, to execute a petition for annexation of the property served, and to vote for annexation at any annexation election to the City, upon the City's request, at any time that such property is eligible for annexation. They shall irrevocably appoint the City Clerk as their attorney-in-fact with respect to annexation proceedings. This agreement shall be binding upon and shall run with the land for which service is provided. The City may require immediate annexation at the applicant's expense.

c) The owner and applicant agree to comply with all provisions of this Chapter, as amended from time to time.

C. Whenever a City sewer main is installed within 400 feet of the premises upon which a structure requiring plumbing is located, the occupant or owner will, upon request of the City, connect to such sewer line and pay all system improvement and other fees, therefore, in accordance with City ordinances and regulations, as they may be amended from time to time.

D. Applications for connection to the City electric, water or sewer system shall be accompanied by properly executed documents granting the City all easements reasonably necessary for electric, water or sewer lines and facilities.

E. Applications for all connections must be reviewed and approved by the City Manager. If any City main or line extension is required, the connection shall not be approved unless the terms of the extension have been approved by the City. The application shall be denied if capacity is not available for utility related reasons.

F. The City Council may declare a moratorium on new connections at any time due to limitations on system capacity or other circumstances which require such action in their opinion.

G. Separate buildings shall require separate taps to a

City water main and a City sewer main, or in the case of service provided through a water or sewer company, district or privately owned main, separate taps to the company, district or privately owned main. Provided, however, a garage, regularly used to house vehicles accessory only to a residence within the City, may have plumbing and plumbing fixtures served off of the residence's taps, if not intended to change the existing use. Separate system improvement and other fees shall be due for each tap onto a City, company, district or privately owned main, regardless of building ownership. Separate dwelling units in a travel home park or mobile home park shall require separate sewer taps to a City owned sewer lateral or main. The purchaser may purchase more than one tap to serve any building or dwelling unit. New summer irrigation water taps shall not be authorized.

H. No application for the connection of any private line, private electric, water or sewer company, or feeder district shall be approved. Provided, however, this shall not preclude approving connection for water service to a mobile home park, travel home park, apartment building or condominium building, through a master water meter. Existing water companies or other private lines served by the City shall submit an application for connection for any additional customers, dwelling units, buildings, or taps to be serviced by such companies accompanied by fees as set out in Section 13.04.040, on the same basis as if the connection was to be directly to a City main.

I. Taps may be used to serve only that property for which the tap was purchased and approved to serve.

J. All existing authorized summer taps shall be used solely for irrigation purposes. Any other use shall terminate the right to use such tap. The City shall turn such taps on and off at the customer's request. (Ord. 23, §1(part), 1984; Ord. 20, §1, 1998; Ord. 29, §1, 1999; Ord. 21, §3, 2002)

13.04.040 Water and sewer system improvement fees and tap fees.

A. General provisions applicable to water and sewer fees:

1. Fees imposed by this Section shall be due when any customer presently served by water or sewer extends his facilities or changes his use, if the expansion or change in use necessitates a larger connection or increases the number of units, or when a new connection to the system is required except a connection solely for the purposes of repair of an existing adequately sized connection, in which case only actual costs of

City material and labor will be charged. Such charges shall be paid prior to any expansion or connection or issuance of any permit therefore.

2. No connection to the City or existing private system shall be allowed which is smaller than reasonably necessary to serve the proposed use, as provided in City codes and specifications. No customer may make any changes or additions to property served which would substantially increase the amount of water used or sewage produced without obtaining an enlarged tap sufficient to accommodate such use.

3. If an existing connection is not of reasonably adequate size, a credit shall be allowed toward the fees imposed by this Chapter for an amount equivalent to the charge which would be imposed by this Chapter for a connection the same size as the one to be replaced by a new connection and taken out of service. Such credit may be applied only toward charges imposed by this Chapter. Provided, however, in all cases the applicant shall be charged at least for actual costs of material and labor expended by the City.

4. Private water or sewer systems shall be charged the charges imposed by this Chapter both for the connection of the private line to the City system and for each customer, building or dwelling unit served by such line, prior to connecting such customers. Private companies or systems shall also remit unit charges for each additional unit added to a multi-unit facility as specified in Subsections B and C below.

5. System improvement fees imposed upon property located outside the City limits shall be twice the charges specified in accordance with this Section. This shall not apply to water tapping fees.

6. If, at the time service is first initiated following connection, the amount of system improvement fees or water tapping charges has been increased by the City from what the applicant paid previously at the time he obtained the permit for connection or actually made the connection, he shall remit such additional amount at the time of initial service. Provided, however, this Subsection is not applicable to taps approved by the City before January 1, 2009.

B. Water connection fees and charges:

1. Charges are as set out in Section 13.04.240 and these charges shall be imposed and collected prior to connection to the water system, prior to the time of any occupancy permit, prior to the use of any such unit or dwelling, or as otherwise required, pursuant to this Section.

2. No water tap larger than 2" shall be approved, except solely for a fire line, unless the City determines that adequate capacity is available to serve the use without adverse effects, or unless the applicant pays for the cost of installing necessary system capacity.

3. In addition to Water System Improvement Fees, a Water Tapping fee shall be paid as set out in Section 13.04.240 to cover City expenses incurred in tapping the main and installing pipe, meter and curb boxes, except when these facilities are provided by the developer, pursuant to the City Subdivision Regulations. Tapping fees shall be paid at the time the tap is purchased except when said tap has been purchased previously or credited through other means.

C. Sewer System Improvement Fees:

1. Charges are as set out in Section 13.04.250 and shall be imposed and collected prior to any connection to the sewer system, prior to the time of any occupancy permit, prior to the use of any such unit or dwelling, or as otherwise required, pursuant to this Section.

2. No sewer tap larger than 6 inches shall be approved unless the City determines that adequate capacity is available to serve the proposed use without adverse effects, or unless the applicant pays for the cost of installing necessary system capacity. (Ord. 23, \$1(part), 1984; Ord. 1, \$1, 1998; Ord. 20, \$1 & \$3, 1998; Ord. 16, \$1, 2001; Ord. 34, \$1, 2002; Ord. 9, \$20, 2004; Ord. 21 \$1, 2004; Ord. 8, \$4, 2006; Ord. \$12, 2008)

13.04.050 Installation and maintenance responsibilities.

A. Water system - The City shall make and maintain all connections to the City water system, shall provide and maintain 3/4-inch meters with related pits and yokes, shall install and maintain water service lines from the City main to the customer's curb box, and shall install and maintain the curb box, except as otherwise provided by contract for existing private companies, or pursuant to City Subdivision Regulations. The owner shall purchase from the City all water meters larger than 3/4-inch, along with a yoke and a pit and related materials, including asphalt replacement, if required, at the time the tap is purchased. The City will install the tap, all meters and service line from the main to the meter. The owner shall install and maintain all other water lines and facilities to serve owner's property. The location of all meters must be approved by the City prior to installation. No occupancy permit

shall be issued by the City for any building requiring water service until a meter has been installed, inspected and approved in accordance with these provisions. The City will own and maintain all water meters after proper installation. All meters shall be obtained through the City.

B. Sewer system - The customer shall be responsible for the connection, installation and maintenance of all sewer lines and facilities, including the entire length of sewer lateral between the City owned main and the customer's premises and for plumbing facilities serving his property.

C. Electric system

1. The City shall install, own and maintain all electric meters, lines, facilities, and service connections up to the customer's meter box. All costs the City incurs in extending service to the customer's building or facility shall be paid to the City by the customer, except that the City shall bear the first \$300 of costs to extend service to permanent individually owned residential dwelling units. The City's estimated costs of extending service shall be paid by the customer in advance, unless otherwise provided by contract.

2. Subdividers shall, at their cost, establish the permanent "rough grade" prior to installation of underground facilities.

3. The City shall convert overhead facilities to underground facilities where practical at the customer's request and expense.

4. All customers with motors 20 HP or greater shall install compensating starters and obtain a permit therefore prior to operation, unless other adequate protection is demonstrated to the City's satisfaction.

D. If any portion of the water, electric, or sewer lines or other facilities for which the customer is responsible is in need of repair and the customer fails to make such repairs following notice from the City, the City may either terminate water or electrical service or make repairs and bill them to the customer. Such charges shall become a lien upon the property and may be collected as other charges imposed by this Chapter.

E. Separate Non-Residential Irrigation Meters. The City will install, own and maintain all meters and related back-flow prevention devices requested by a customer to utilize the landscape irrigation rate of subsection 13.04.110(G). The customer shall reimburse the City for the cost of such

installation and shall be responsible for the installation and ownership of all landscape irrigation facilities downstream of the back-flow prevention devices. (Ord. 23, §1(part), 1984; Ord. 11, §2, 1994; Ord. 1, §2, 1998; Ord. 16, §1, 2001)

13.04.060 Electric, water and sewer use charges--General provisions.

A. Charges for water, sewer and electric service shall be payable, assessed and billed at periodic intervals specified by the City Council.

B. Monthly water, electric and sewer charges shall commence when service is first utilized.

C. Sewer and electric charges may be billed with the water bills or otherwise, as determined by the City Council.

D. All bills shall specify a due date. Bills not paid by the due date shall be subject to a late payment penalty as set out in Section 13.04.270.

E. Minimum charges for minimum periods of less than one month shall be prorated.

F. All charges and fees imposed by this Chapter shall become a lien on the property served as of the date they are billed or due. (Ord. 23, §1(part), 1984; (Ord. 5, §1, 2001)

13.04.070 Remedies for nonpayment. In addition to any other remedies which the City may have, the City may take the following action upon failure to pay any charges or fees by the date specified as due upon the bill, or when they are otherwise due:

A. The City may foreclose the lien imposed by this Chapter in accordance with law.

B. The City may maintain an action for the amount of charges due in a court of competent jurisdiction including interest as allowed by law.

C. The City may certify the amount of any charge due to the County Treasurer to become an assessment upon such property served to be collected as taxes upon such property are collected.

D. It shall be unlawful to fail to pay the charges

imposed by this Chapter.

E. The City may shut off water or electricity to any premises for which the bill is not paid in accordance with the procedures set forth in Section 13.04.140 of this Chapter. (Ord. 23, §1(part), 1984)

13.04.080 Specifications and standards. The materials used and installation of all components of the City electric, water and sewer system, service lines and plumbing systems connected thereto and served thereby shall be in accordance with standards, regulations, and specifications approved by the City, and in accordance with all City building, electrical and plumbing regulations and other applicable regulations. Such City standards, specifications and regulations may include but not be limited to the installation, location, and type of material of water and sewer mains, electric lines, service lines, curb boxes, valves, corporation stops, meters, meter pits, meter yokes, and other fixtures and facilities. All such facilities shall also comply with all applicable State and Federal regulations and The National Electric Safety Code. (Ord. 23, §1(part), 1984)

13.04.090 Electric, water and sewer extensions.

A. No water or sewer main, or electrical lines or facilities of the City may be extended without the approval of the City.

B. The City may, at its own expense, extend its water or sewer mains and electric lines as deemed feasible or necessary. The City may provide for such extensions in accordance with its Subdivision Regulations or by contract with any person desiring such extensions or by improvement district. Any such contract shall be on terms approved by the City and may provide for the size of the mains or lines to be extended, the apportionment of the costs of the extensions, reimbursement provisions for subsequent taps onto such extension, or such other provisions as the City Council deems in the public interest.

C. All such mains, lines and facilities connected to the City system shall be conveyed and dedicated to the City, and the appurtenance easements shall be conveyed to the City, free and clear of all liens and encumbrances. (Ord. 23, §1(part), 1984)

13.04.100 Right of entry.

A. Whenever necessary to make an inspection or

investigation to perform any duty, or to enforce any of the provisions of this Chapter, any authorized City representative may enter upon any building or premises served by City electric, water or sewer at any reasonable time for such purposes. If the building is occupied, he shall present proper credentials and request entry.

If such building is unoccupied, he shall make reasonable efforts to locate the owners or persons in possession of the premises and request entry. If entry is refused, he shall have recourse to all remedies provided by law to secure entry, including issuance of an inspection warrant by the Municipal Court.

B. The right of entry shall apply but not be limited to the following functions: To determine the location and conditions of all hydrants, pipes, fixtures, electrical facilities and meters, to read meters, to make repairs, to perform dye and smoke tests, and to investigate violations of this Chapter. (Ord. 23, §1(part), 1984)

13.04.110 Monthly water rates.

A. Single family homes, parsonages, duplexes, apartments, condominiums, rooming houses, mobile home parks and other multiple unit dwelling facilities providing permanent residences shall be subject to the monthly rates as set out in Section 13.04.240 for each meter serving the customer. Provided, however, use through an authorized summer irrigation tap shall be combined with use through the household meter for purposes of the application of rates as set out in Section 13.04.240.

B. Existing authorized summer irrigation taps shall pay charges as set out in Section 13.04.240 for each month the tap is in use

C. Existing customers for which the City has determined that the installation of a meter is physically unfeasible shall pay the $\frac{3}{4}$ " or smaller fee per commercial unit per month as set out in Section 13.04.240.

D. The rates for water sold at the City dispenser shall be as set out in Section 13.04.240.

E. All other customers, including churches and apartments who so elect, shall be charged, unless otherwise provided by an existing contract, as set out in Section 13.04.240.

F. Customers with a water account subject to the rates in

subsection (E) who have installed a separate 2 inch or smaller meter to supply water exclusively for irrigation of lawn, trees, shrubs and other decorative landscaping plantings shall be charged an irrigation water rate for each such meter, 2 inches in size or less, as set out in Section 13.04.240.

G. Water used by the City shall be charged to the appropriate City fund at the rate as set out in Section 13.04.240.

H. Water used by construction meter shall be charged as set out in Section 13.04.240. (Ord. 23, \$1(part), 1984; Ord. 13, \$1, 1988; Ord. 11, \$2, 1990; Ord. 13, 1990; Ord. 12, \$2, 1992; Ord. 11, \$1, 1994; Ord. 27, \$1, 1994; Ord. 37, \$2, 1995; Ord. 37, \$1, 1996; Ord. 1, \$3, 1998; Ord. 20, \$1, 1998; Ord.29, \$1 & 4; 1999; Ord. 34, \$2, 2002; Ord. 8, \$2, 2006; Ord. \$12, 2008)

13.04.120 Monthly electric rates.

A. Monthly charges for residential customers (including single family homes, parsonages, duplexes, apartments, condominiums, apartment houses, rooming houses, mobile homes, and other multiple unit dwelling facilities providing permanent residences) shall be charged as set out in Section 13.04.260 for each meter serving the customer.

B. Security lights and yard lights shall be charged as set out in Section 13.04.260 per light per month. Street lighting, electricity for traffic lights, and other electricity used by the City shall be charged as set out in Section 13.04.260. KWH for nonmetered street lights shall be determined as follows:

100 Watt High Per Sodium Light - 40 KWH per month.

250 Watt High Per Sodium Light - 115 KWH per month.

400 Watt High Per Sodium Light - 192 KWH per month.

C. All other customers, other than those provided for in Subsections A and B above, shall be charged for electric service as set out in Section 13.04.260. Single phase and Three phase are defined as less than 50 KVA of installed transformer capacity. Customers with 50 KVA or more of installed transformer capacity shall pay rates indicated as Industrial in Section 13.04.260. Provided, however, those Industrial customers whose meter is on the line side of the transformer shall receive a 2% discount on the energy charge.

D. Wholesale (City) customers shall be charged at the rates as set out in Section 13.04.260. (Ord. 23, \$1(part), 1984; Ord. 4, \$1, 1990; Ord. 14, 1991; Ord. 37, \$2, 1996; Ord. 23, \$1, 2002; Ord. 8, \$3, 2006; Ord. \$12, 2008. Ord. 5, \$1, 2011)

13.04.130 Monthly sewer rates.

A. Charges for sewer service shall be as set out in Section 13.04.250.

B. A monthly surcharge for any users other than the residential class discharging waste water with biological oxygen demand or concentrations of suspended solids other than those of the average residential user* shall be computed in accordance with the formula as set out in Section 13.04.250 and added to the charge provided for in Subsection A.

C. 1. If any user is discharging toxic or other pollutants in concentrations higher than that of a residential user which causes increased treatment or system costs, an additional surcharge may be imposed based upon the excess concentrations.

2. Industrial users who exceed limits in their Discharge Authorization Order may be subject to additional surcharges.

3. Any restaurant which does not have a grease trap and any service station or car wash without a sandtrap shall be subject to an additional surcharge equal to 50% of the BOD surcharge computed pursuant to Subsection B above.

D. Each user shall be notified at least annually in conjunction with a regular bill of the rate and that portion of the use charges which are attributable to wastewater treatment services.

E. Each customer's BOD and SS will be assigned pursuant to City regulations by the City Manager based upon available data from the Colorado Department of Health Individual Sewage Disposal System Guidelines or the best available engineering data, except when data based upon actual composite sampling, done in accordance with minimum State Health Department sampling procedure guidelines, is available, in which event such data shall be utilized.

F. Customers served by water utilities other than the City shall provide their actual water consumption data to the

City. Failure to provide such data shall be reason to terminate City sewer service.

G. Water delivered through an authorized landscape irrigation meter shall not be utilized in determining charges due under this section. (Ord. 2, §1(part), 1985; Ord. 4, §1, 1985; Ord. 11, §3, 1990; Ord. 12, §3, 1992; Ord. 43, §1, 1993; Ord. 11, §3, 1994; Ord. 4, §1, 1995; Ord. 37, §3, 1995; Ord. 37, §4, 1995; Ord. 1, §4, 1998; Ord. 29, §2, 1999; Ord. §12, 2008)

13.04.140 Non-Payment, termination, and resumption of electric, water and sewer service.

A. In case any person fails or refuses to pay any charges or penalties for City water, electric or sewer service or shall fail to comply with the provisions of this Chapter or other regulations applicable to the City electric, water or sewer service, the City may shut off the electricity or water to the premises.

B. Prior to shutting off the electricity or water, the City shall send a notice to the address of the customer concerned, as shown on City records, stating the reason for the shut off, and the date upon which service may be shut off unless the charges are paid or other specified violation is corrected. Such date shall be at least ten (10) days after the deposit of the letter giving notice of the shut off in the mail.

C. The customer shall be entitled to a hearing with a City representative for the purpose of resolving any dispute concerning the amount due or the violation specified. The notice of shut off shall so advise the customer.

D. If the customer requests a hearing, an informal hearing shall be scheduled as soon as possible by the City.

E. If the City representative, following the hearing, determines the matter adverse to the customer, service may be shut off immediately or on the date specified in the notice of shut off, whichever is later.

F. The customer may appeal any such decision to the City Council where he will be allowed a hearing, providing he makes a deposit with the City in the amount of any charges due.

G. If the City shuts off electric or water service

pursuant to this Chapter, service will not be restored until all overdue charges, penalties, other applicable charges which have been billed, and a non-payment penalty charge as set out in Section 13.04.270 have been paid to the City. These charges shall be paid even if service has not been shut off.

H. Customers whose premises will be vacant may request water, sewer and electric service to be shut off. Monthly charges shall not be due during months in which service is shut off during the entire month. (Ord. 23, §1(part), 1984)

13.04.150 Restriction of water use.

A. The City Council may by resolution limit the use of City water to specific times, days and uses.

B. It shall be unlawful for any person to sell or give water away to be used on premises other than those for which service is authorized.

C. It shall be unlawful to open or close any fire hydrant, stop or curb valve, or to turn on or turn off the water service to any property without lawful authority to do so.

D. It shall be unlawful to cause or allow any pollutant to be introduced in the City water system or to cross connect it with any irrigation water system. (Ord. 23, §1(part), 1984)

13.04.160 Use of fire hydrants.

A. When it is necessary to use water temporarily at a place where the water supply is inadequate, application may be made to the City for a permit to use water from a fire hydrant. It shall be unlawful to use water from, or connect any apparatus to, a fire hydrant without first obtaining a permit.

B. Each permit shall specify the terms and conditions of use and the fire hydrant or hydrants authorized to be used. No person shall attach to the operating stem or cap of a fire hydrant any wrench or tool that is not approved by the City for use on fire hydrants. In addition to any other remedy available to the City, any wrench, connection apparatus, valve, hose, or other item attached to a fire hydrant in violation of this Chapter shall be subject to removal and confiscation by the City. (Ord. 12, §1(part), 1984)

13.04.170 Tampering with and unauthorized use of utilities and service. It shall be unlawful to tamper with, damage or

destroy any City water, sewer or electric lines, mains, meters or facilities, or to utilize any City utility service without lawful authority, or to operate any City utility facilities without lawful authority. (Ord. 23, §1(part), 1984)

13.04.180 Groundwater. All groundwater from the Dawson, Denver, Arapahoe, Laramie-Fox Hills, and Dakota aquifers, and other nontributary groundwater underlying land included within the corporate limits of the City of Delta as of January 1, 1985, is hereby incorporated in the actual municipal service plan of the City, pursuant to and in accordance with the provisions and exceptions of C.R.S. 37-90-137. (Ord. 11, 1985)

13.04.190 Special provisions for Garnet Mesa Sewer Project

A. The provisions of this Section shall supersede any conflicting provisions in this Chapter with respect to connections to the sewer mains constructed as part of the 1995/1996 Garnet Mesa Sewer Extension Project (Project).

B. "5th & B" and "Quakie" segments.

1. Taps purchased utilizing the "5th and B" and "Quakie" segments prior to construction of them shall be charged the inside City rate for System Improvement Fees (SIF). If the Project does not receive the full package of grants and loans, each such tap shall be billed for an additional amount to bring the total up to the outside City rate for System Improvement Fees, unless the owner of the tap has not connected to the system and decides to surrender the tap, in which event the owner shall receive a refund of amounts paid except for \$500 which the City shall retain.

2. Taps purchased subsequent to construction shall be subject to standard outside City rates for SIF's.

C. "Pioneer Road" segment.

1. Taps purchased prior to construction for the Pioneer Road segment may be purchased at the inside City rate for System Improvement Fees.

2. If the full package of state and federal loan and grant funds is not obtained for the Project, persons purchasing a tap pursuant to paragraph 1 above shall have the option of voiding the tap and receiving a refund of everything but \$500, or paying an additional surcharge equal to the applicable outside City System Improvement Fees to retain the tap. Taps which are voided pursuant to this paragraph shall result in the property in question being required to pay standard City System Improvement Fees as applicable in the future, plus an additional

50% surcharge for taps repurchased thereafter.

3. Property for which no tap is purchased pursuant to paragraph 1 which utilizes the Pioneer Road segment shall be subject to standard System Improvement Fees and other charges at any time in the future for connection if the Project is constructed with the full package of state and federal grant and loan financing, plus a 50% surcharge if the Project does not receive the full package of state and federal loan and grant financing.

D. General project provisions.

1. Taps purchased for Project mains prior to July 15, 1995, not covered by (B) or (C) above may be purchased at the inside City rate for System Improvement Fees. Taps purchased thereafter, but before construction of the main is completed at the tap's connection point, may be purchased for 1.5 times the inside City rate for System Improvement Fees.

2. Taps purchased thereafter shall be at standard outside City rates for SIF's.

E. Taps purchased which will utilize mains constructed by the Project, including segments referenced in (B), (C) and (D) above, which are not activated and subject to standard monthly charges shall be subject to a monthly base charge equal to one half of the applicable standard monthly minimum charge commencing after completion of construction. If such property has an existing septic system, it will not be required to connect to the sewer system until an individual sewage disposal system installation or repair permit is necessary to replace or repair the septic system.

F. For taps purchased pursuant to paragraphs (B)(1), (C)(1) and (D)(1) above, the City will make the tap and extend the service line to the edge of the street where applicable. (Ord. 23 §1, 1995; Ord. §12, 2008)

13.04.200 Construction surcharge.

A. Connections to the water system constructed pursuant to the Alsdorf Water Main Extension Project shall be subject to a surcharge of \$1,250 prorated for each 3/4" connection or equivalent, until further action by City Council.

B. Connections to the water system constructed pursuant to the 2005 5th Street Water Main Extension Project shall be subject to a surcharge of \$550 prorated for each 3/4" connection or equivalent, until further action by City Council. Such

surcharge shall be payable on the sooner or payment of a tapping fee for any tap, payment of the system investment charge for any tap, or sale of any lot in a subdivision planned to be served by such main, including Fox Hollow Subdivision Filing No. 1. (Ord. 20, §2, 1998; Ord. 20, §1, 2004)

13.04.210 Outside City services. The City may require as a condition of continuing to provide service outside the City from its water, sewer, or electric system, a contemporaneous agreement executed by the owner of the property served, agreeing to annex and appointing the Delta City Clerk irrevocably as the owner's attorney-in-fact for the purposes of executing petitions to annex. (Ord. 20, §2, 1998)

13.04.220 Additional water company requirements. Each water company served by the City shall furnish monthly to the City of Delta a list of its current customers by name and address. They'll notify the City immediately upon any changes in the customers served or new taps. No new taps shall be authorized by any company until approved by the City with payment of applicable fees and charges. (Ord. 20, §2, 1998)

13.04.230 Special provisions for the North Delta Sewer Project.

A. The provisions of this Section shall supersede any conflicting provisions in this Chapter, with respect to connections to the sewer mains constructed as part of the 2000 North Delta Sewer Extension Project (Project). The System Improvement Fees for taps purchased on the Project by June 23, 2000, shall be at the inside City rate and may be paid in installments due on or before June 23, 2000 and December 20, 2000. Taps purchased after June 23, 2000, but before construction of the main is completed at the tap's connection point, may be purchased for 1.5 times the inside City rate for System Improvement Fees. Outside city taps purchased thereafter shall be subject to standard outside City rates for System Improvement Fees as in effect from time to time.

B. Taps purchased which will utilize mains constructed by the Project which are not activated shall be subject to a monthly base charge equal to one half of the applicable standard monthly minimum charge. If such property has an existing septic system which is operating properly, it will not be required to connect to the sewer system until an individual sewage disposal system installation or repair permit is necessary to repair or replace the septic system.

C. Taps purchased to be served by the Project's mains which are purchased before construction of the main is completed at the tap's connection point will be provided the physical tap and extension of the service line to the edge of the street, where applicable, and any necessary pump to serve an existing structure, if service is initiated within one year of completion of the project, at the cost of the Project. All such pumps and appurtenances will be installed, owned and maintained at the cost of the customer thereafter.

D. The City will deny future taps to property owners for significant new facility construction to be located in designated flood hazard areas unless there were no practical alternative. A "designated flood hazard area" would be a floodway or floodplain, so determined by FEMA or another responsible agency of Federal, State or local government involving a 500-year frequency flood hazard in the case of a Critical Action or involving a 100-year frequency flood hazard in all other instances. A "Critical Action" constitutes any action which would create or extend the useful life of the following facilities: 1) facilities which produce, use or store highly volatile, flammable, explosive, toxic, or water reactive materials; 2) schools, hospitals, and nursing homes which are likely to contain occupants who may not be sufficiently mobile to avoid the loss of life or injury during flood and storm events; 3) emergency operation centers or data storage centers which contain records or services that may become lost or inoperative during flood and storm events; and 4) multi-family housing facilities designed primarily (over 50 percent) for individuals with disabilities. This special mitigation measure will only pertain to newly issued taps within the impact area of the project to be financed by the RUS, and will not involve any other areas within the City of Delta's overall service area. This "impact area of the project" has been determined to be that portion of the North Delta area served by RUS-funded sewer mains, lying generally north of the Gunnison River, east of 1400 Lane extended, west of 1675 Road, and south of the North Delta Canal. (Ord. 23, §1, 2000)

13.04.240 Water Fees/Rates Table.

Water	Service Size/Type	Basic System Improvement Fee*	Basic System Imp. Fee - Unit Charge	Tapping Fee	Monthly Base Charge	Monthly Included Consumption (Gal)	Consumption Charge
	3/4" or smaller	\$3,000.00	Multiple unit residences/facilities shall be charged \$1,500 per unit for each unit after the first unit which is served by	\$1,400.00	\$26.00	4,000	\$2.65/1000 gallons
	1"	\$5,800.00		\$1,500.00	\$42.00	10,000	\$2.45/1000 gallons
	1-1/4"	N/A	City water out of a single tap. Hotels, motels and travel home parks shall be charged \$600 per unit for each unit after the first unit which is served by	N/A	\$58.00	15,000	\$2.45/1000 gallons
	1-1/2"	\$12,200.00		\$1,700.00	\$85.00	25,000	\$2.45/1000 gallons
	2"	\$21,400.00	City water out of a single tap.	\$1,900.00	\$135.00	40,000	\$2.45/1000 gallons
	3"	\$48,700.00		\$2,100.00	\$265.00	80,000	\$2.45/1000 gallons
	4"	\$86,100.00	City water out of a single tap.	\$2,500.00	\$380.00	100,000	\$2.45/1000 gallons
	6"	N/A		N/A	\$700.00	150,000	\$2.45/1000 gallons
	Irrigation service				\$16.00	N/A	\$2.65/1000 gallons
	City buildings service				N/A	N/A	\$1.70/1000 gallons
	Construction meter**				\$20.00	N/A	\$2.65/1000 gallons
	Outside City limit 3/4"				\$31.00	N/A	\$3.25/1000 gallons
	City water dispenser						\$4.00/1000 gallons
	* Outside City limit BSIF's shall be double						
	** Set up fee of \$50.00						

13.04.250 Sewer Fees/Rates Table.

Sewer	Service Size/Type	Basic System Improvement Fee*	Basic System Imp. Fee - Unit Charge	Monthly Base Charge	Consumption Charge
	3/4" or smaller	\$5,450.00	Multiple unit residences/facilities shall be charged \$2,600 per unit for each unit after the first unit which is served by	Permanant residential customers, including single family homes, parsonages, duplexes, apartments, condominiums, moble home parks, trailer courts, and other individually owned units of multiple dwelling facilities and nonmetered commerical units.	N/A
	1"	\$9,850.00			
	1-1/2"	\$21,700.00			
	2"	\$38,650.00			
	3"	\$86,700.00			
	4"	\$154,000.00			
	6"	\$346,700.00			
	8"	\$617,400.00			
	* Outside City limit BSIF's shall be double		City water out of a single tap.	\$25.00/Unit	
				All other users (commercial, etc.)	\$25.00 \$1.65/1,000 gallons
				BOD Surcharge** $((Volume) \times (BOD - 1.669) \times (\$0.44)) + ((Volume) \times (SS - BOD - 2.087) \times (K))$	
				K=0 if SS is less than or equal to (BOD+2.087)	
				K=\$0.44 if SS is greater than (BOD+2.087)	
				** BOD surcharge shall be added if discharge has greater than average residential BOD*** or SS****	
				***Avg. res. BOD = 1.669 pounds/1,000 gal.	
				****Avg. res. SS = 2.087 pounds/1000 gal.	

13.04.260 Electric Fees/Rates Table.

Electric	Service Size/Type	Monthly Base Charge	Consumption Charge	Demand Charge
	Residential	\$17.00	\$0.0941/KWH	N/A
	Security/Yard Lights	\$10.00	N/A	N/A
	Street Lights	N/A	\$0.0895/KWH	N/A
	Single Phase Commercial	\$25.00	\$0.0925/KWH	N/A
	Three Phase Commercial	\$41.00	\$0.0925/KWH	N/A
	Industrial	\$140.00	\$0.0571/KWH	\$11.00
	City buildings service	N/A	\$0.0895/KWH	N/A

13.04.270 Late Payment Penalty and Non-Payment/Resumption of Service Fees Table.

Late Payment Penalty and Non-Payment/Resumption of Service Fees	
Late Payment	\$25.00
Non-Payment penalty*	\$40.00
*After hours shall be double	

Section 6. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

Section 7. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated pursuant to the City's home rule authority and under the general police power of the City of Delta and that it is promulgated for the protection of health, safety, and welfare of the citizens of the City of Delta. The City Council further determines that this Ordinance bears a rational relationship to the legislation proposed herein.

Section 8. Effective Date. This Ordinance shall become effective thirty (30) days after final publication as provided in City Charter and C.R.S. section 31-16-105. The rate provisions and other substantive changes outlined in this Ordinance shall become effective January 1, 2014. This modified effective date shall not operate to extend the thirty (30) day referenda period set forth in C.R.S. section 31-11-105, if applicable.

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

Attorney Comments



City Manager Comments



Councilmember Comments

