



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**

**March 4, 2014
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Public Hearing: Retail Liquor Store License; Delta Liquor**
- F. Public Hearing: Special Events Permit; Kiwanis Club of Delta**
- G. Tavern Liquor License Renewal; Hoolie's Place**
- H. Silver Street Purchase Contract**
- I. Hillside Street HDPE Project**
- J. Letter of Support for Sawmill Mesa Area Bike Trail**
- K. City Attorney Comments**
- L. City Manager Comments**
- M. Councilmember Comments**

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. 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 Raley and seconded by Councilmember Jurca to approve the minutes of the February 4, 2014 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

There were none.

Colorado American Public Works Association (APWA) Award Presentation

Jim Houghnon with APWA presented Ralph Shearer an award for Best Project in the Environment Category for Small Communities for City of Delta's chlorine boost project.

Utilities Director Steve Glammeyer stated that he appreciates all of Ralph Shearer's work on this project.

2014 Posting Site

The Clerk explained that this is an annual approval required by state statute for the public notice posting location. She suggested continuing to use the south window's bulletin board at City Hall for the official posting site.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to designate the south window bulletin board at City Hall as the posting site for all 2014 public notices for the City of Delta. All in favor, motion carried.

Hotel/Restaurant Liquor License Renewal and Report of Changes; Daveto's Italian Restaurant

The Clerk reported that Daveto's Italian Restaurant has submitted a Report of Changes. The change states that David Purdum has resigned from the corporation and that Teri Alexander and Craig Hasto will be the remaining members.

Regular Meeting, Delta City Council, February 18, 2014 (cont.)

Hotel/Restaurant Liquor License Renewal and Report of Changes; Daveto's Italian Restaurant (cont.)

The Clerk also reported that Daveto's has submitted their annual renewal application. The application is complete and all fees have been paid. The police department has recommended renewal.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to approve the Report of Changes and the Hotel/Restaurant Liquor License for Daveto's Italian Restaurant. All in favor, motion carried.

Police Department & Wastewater Treatment Plant HVAC Project

City Manager Justin Clifton stated that these are two projects identified out of three for possible completion this year. The third being City Hall; however, staff is looking at the facilities a little deeper before pursuing that project. The bids that were received are summarized in the memo presented in the packets.

Councilmember Cooper questioned where Arctic Cooling & Heating is located.

Facilities Manager Rod Myers stated Arctic Cooling is out of Grand Junction, CO.

Councilmember Jurca questioned if the City has any prior experience with Arctic Cooling & Heating.

Mr. Myers stated that the City does not have any prior experience with the company.

Councilmember Penick questioned if the project is within budget.

Mr. Myers stated that the police department budgeted \$30,000 and the bid came in at \$18,095.

Utilities Director Steve Glammeyer stated that this project is one of many that have been identified at the WWTP this year and staff budgeted \$500,000 for all projects. He believes staff will be able to get all projects identified done this year within budget.

It was moved by Councilmember Raley and seconded by Councilmember Cooper to accept the bid from Arctic Cooling & Heating for the police department and the wastewater treatment plant HVAC projects for a total of \$108,399. All in favor, motion carried.

Stantec Change Order for Engineer Construction Services

Manager Clifton stated that there have been many discussions regarding the extended truck route project. This portion has to do with the construction oversight and some remaining design work. All the costs were anticipated in the 2014 budget. He explained that those dollars budgeted contemplate more than a 5% contingency.

Public Works Director Jim Hatheway reported that this change order includes is the extension of construction engineering, construction observation, quality assurance and director expenses.

Regular Meeting, Delta City Council, February 18, 2014 (cont.)

Stantec Change Order for Engineer Construction Services (cont.)

He explained that another component of this is the redesign of the profile between 5th Street and Hwy 348.

Councilmember Cooper stated that Stantec has done a wonderful job on helping the City save monies with the project.

Director Hatheway stated that staff is continuing to look for cost savings. He did explain that this amount does not include as-builds. He is in hopes that there were be enough savings that are identified to be used for the as builds.

It was moved by Councilmember Cooper and seconded by Councilmember Penick to approve the Stantec Change for engineer construction services for a total amount of \$376,150. All in favor, motion carried.

Hamon Daily Rate Approval

Manager Clifton stated that the City entered into a guaranteed maximum price contract with Hamon, a lot of that work has not been executed. This approval does not actually deal with the remaining components of the project still within the original anticipated cost. This is just that portion of the project related to overhead conditions, the cost of having the contractor onsite. Mr. Clifton explained that with the slowdown in the winter and a revamp in the spring to try to reduce the total number of days the contractor would be onsite to reduce the total cost. These costs are added/above what the City has paid and has secured in the original contract because of the time extension. The rate has been reduced from around \$3000 to close to \$2300 through discussions with the contractor analyzing past numbers and paring it down as tightly as they can.

Director Hatheway stated that this was a coordinated effort between the contractor and the City to bring down costs.

Mayor Sisson questioned what if they project is not completed by the deadline stated.

Director Hatheway stated that this is a daily rate that will be locked in whether it is completed by that date or not.

Manager Clifton stated that if the motion includes a not to exceed amount, then staff will come back if there are added days to the project. Similarly, if the project is completed early, the City would not pay for any days after completion. It is Council's discretion if they want to approve only the daily rate or to reference the daily rate with a not to exceed amount.

Councilmember Cooper stated that if Council limits staff with the number of days then staff may be put in a position to have to negotiate the rate and it may go up.

Manager Clifton stated that he would not anticipate having that issue. The contractor has been really great to work with and they are very transparent about their costs.

Regular Meeting, Delta City Council, February 18, 2014 (cont.)

Hamon Daily Rate Approval (cont.)

Director Hatheway also stated that with the slowdown the contractor is trying to complete as much work as they can with the crew that they have available. This rate takes effect April 10th.

Councilmember Penick questioned if staff anticipates a possible cost overrun on this daily rate because of the conservative figure that is being used.

Manager Clifton stated that they are being conservative in the number of days needed for the project.

Councilmember Penick questioned if Council were to put the expense limit of \$450,000; staff does not foresee at this point having to come back for additional funds.

Manager Clifton stated that is correct. Staff would suggest putting it at a not to exceed because it could be less.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the Hamon overhead and expense daily rate not exceed \$2381.62 per calendar day and not to exceed at total cost of \$450,126.18.

Councilmember Penick questioned if the \$450,126.18 is figured into the 2014 budget.

Manager Clifton stated that it is budgeted in 2014. He explained that this year's budget after accounting for both changes still leaves about 7% unallocated.

Mayor Sisson called for a vote. All in favor, motion carried.

City Attorney Comments

There were none.

City Manager Comments

Manager Clifton reminded Council of the work session scheduled on February 25th at 5:00pm.

Councilmember Comments

Councilmember Cooper stated all the toys she collected while at NAPA are now online to be auctioned. She also stated that it is wonderful to live in Colorado.

Councilmember Penick questioned how the online payments for utility bills are going.

Manager Clifton stated it has started slow but is picking up.

Mayor Sisson commented on the policy committee meeting he attended last week. He will leave the binder of information with Mr. Clifton

Regular Meeting, Delta City Council, February 18, 2014 (cont.)

The meeting was adjourned at 7:22 p.m.

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

Item D:

Citizen Comments



MEMO

To: City Council
From: Jolene E. Nelson, City Clerk
Date: March 4, 2014
Subject: Retail Liquor Store License; Delta Liquor



Office of the City Clerk

Recommendation:

Staff recommends approval of the Retail Liquor Store License application submitted by W & J Enterprises, dba Delta Liquor.

Background:

W & J Enterprises, Inc. has applied for a Retail Liquor Store License. The location of business is 1410 Valley View Drive, Unit 100 in Delta. Chong O. Wi and Brian Shin are the members of the corporation. Both have submitted fingerprints which show no record. The application is complete. A notice of the public hearing was posted at the site 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 \$1352.50 application fee to the State, and the City's fee of \$197.50 as well as the \$300 liquor occupation tax.

Alignment With Strategic Planning:

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

Actions To Be Taken if Approved:

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

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
 • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
 • LOCAL LICENSE FEE \$ 22.50
 • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a
 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)
 Individual
 Limited Liability Company
 Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
 W & J Enterprise, Inc. Fein Number 46-4478757

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone
 Delta Liquor 21919005 303-408-0726

3. Address of Premises (specify exact location of premises)
 1410 Valley View Drive Unit 100

City County State ZIP Code
 Delta Delta CO 81416

4. Mailing Address (Number and Street) City or Town State ZIP Code
 1522 Chukar Longmont CO 80504

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

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

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

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

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state): (a) been denied an alcohol beverage license? <input checked="" type="checkbox"/> <input type="checkbox"/> (b) had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> If you answered yes to 7a, b or c, explain in detail on a separate sheet.													
8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.	<input type="checkbox"/> <input checked="" type="checkbox"/>												
9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/> <input checked="" type="checkbox"/>												
10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/> <input type="checkbox"/>												
11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	<input type="checkbox"/> <input type="checkbox"/>												
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:35%; padding: 2px;">Landlord CY management, LLC.</td> <td style="width:35%; padding: 2px;">Tenant W&J Enterprises, Inc. dba Delta Liquor</td> <td style="width:30%; padding: 2px;">Expires 1-10-2019</td> </tr> </table>	Landlord CY management, LLC.	Tenant W&J Enterprises, Inc. dba Delta Liquor	Expires 1-10-2019										
Landlord CY management, LLC.	Tenant W&J Enterprises, Inc. dba Delta Liquor	Expires 1-10-2019											
Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)													
12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">NAME</th> <th style="width:15%;">DATE OF BIRTH</th> <th style="width:20%;">FEIN OR SSN</th> <th style="width:30%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Wells Fargo bank</td> <td style="padding: 2px;">N/A</td> <td style="padding: 2px;"></td> <td style="padding: 2px;">Loan</td> </tr> <tr> <td style="padding: 2px;">Brian Shin</td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> <td style="padding: 2px;">Partnership</td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST	Wells Fargo bank	N/A		Loan	Brian Shin			Partnership	
NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST										
Wells Fargo bank	N/A		Loan										
Brian Shin			Partnership										
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.													
13. Optional Premises or Hotel and Restaurant Licenses with Optional Premises Has a local ordinance or resolution authorizing optional premises been adopted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
Number of separate Optional Premises areas requested. _____ (See License Fee Chart)													
14. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
15. Club Liquor License applicants answer the following and attach: (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) How long has the club been incorporated? <u>N/A</u> (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above? <input type="checkbox"/> <input checked="" type="checkbox"/> (Three years required)													
16. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
17a. Name of Manager (for all on-premises applicants) <u>Chong O. Wi</u> (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I).	Date of Birth 3-05-1967												
17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
18. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-1 (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Chong O. Wi	1522 Chukar Dr Longmont . CO 80504	[REDACTED]	Pres/CEO	70%
Brian Shin	6052 S.Paris St Greenwood Village,CO 80111	[REDACTED]	Member	30%

*If total ownership percentage disclosed here does not total 100% applicant must check this box
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

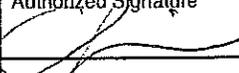
Additional Documents to be submitted by type of entity

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

Registered Agent (if applicable) _____ Address for Service _____

OATH OF APPLICANT

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

Authorized Signature 	Title President&CEO	Date 1-12-2014
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority <i>January 22, 2014</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S. <i>March 4, 2014</i>
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THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-1 (Individual History Record) has:

Been fingerprinted Yes No
 Been subject to background investigation, including NCIC/CCIC check for outstanding warrants Yes No

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license Yes No

(Check One)

Date of Inspection or Anticipated Date _____
 Upon approval of state licensing authority.

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

Local Licensing Authority for <i>City of Delta</i>	Telephone Number <i>970 8747902</i>	<input checked="" type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature	Title	Date
Signature (attest)	Title	Date

MEMO

To: Mayor and City Council
From: Jolene E. Nelson, City Clerk
Date: March 4, 2014
Subject: Kiwanis Club Special Events Permits



Office of the City Clerk

Recommendation:

Staff recommends approving an application for a Special Events Liquor Permit submitted by the Kiwanis Club.

Background:

The Kiwanis Club has submitted an application for Special Events Liquor Permits for their event to be held at Bill Heddles Recreation Center on March 22, 2014. The application specifies that they plan to sell alcoholic beverages from 4:00 p.m. to 10:00 p.m. 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 at the site for at least ten days as required by law. As of the writing of this memo, no comments – either for or against the approval of the application - have been received 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 applications, and the Clerk will mail them to the State, who will review them and issue the permits.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input checked="" 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:	DO NOT WRITE IN THIS SPACE
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170	<input type="checkbox"/> FERMENTED MALT-BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <i>Kiwanis Club of Delta</i>	State Sales Tax Number (Required) <i>04300488-0000</i>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) <i>P.O. Box 1153 Delta, Co 81416</i>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <i>Bill Heddles Recreation Center</i>
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <i>Clay Spas</i>		<i>940 Willow Wood Ln</i>	<i>361-2950</i>

5. EVENT MANAGER <i>Clay Spas</i>	
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6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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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	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
<i>March 22, 2014</i>				
From <i>1600</i> .m.	From .m.	From .m.	From .m.	From .m.
To <i>2200</i> .m.	To .m.	To .m.	To .m.	To .m.

OATH OF APPLICANT

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

SIGNATURE <i>Carl Spas</i>	TITLE <i>Treasurer</i>	DATE <i>2-4-2014</i>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

MEMO

To: Mayor and City Council
From: Jolene E. Nelson, City Clerk
Date: March 4, 2014
Subject: Tavern Liquor License Renewal; Hoolie's Place



Office of the City Clerk

Recommendation:

Staff recommends approval of the Tavern License Renewal for Rebecca Angel, LLC dba Hoolie's Place located at 220 Main Street. The Police Department's report and recommendation is attached.

Background:

The current liquor license expires April 6, 2014.

Cost:

There is no cost to the City. The applicant has paid the \$500 renewal fee to the State and the City renewal fee of \$150, the City's \$500 liquor occupation tax will be collected at the time the license is issued.

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 applications, and the Clerk will mail them to the State, who will review them and issue the permits.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

HOOLIES PLACE
 220 MAIN STREET
 DELTA CO 81416-1836

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name REBECCA ANGEL LLC		DBA HOOLIES PLACE		
Liquor License # 42565280000	License Type Tavern (city)	Sales Tax License # 42565280000	Expiration Date 4/6/2014	Due Date 2/20/2014
Street Address 220 MAIN STREET DELTA CO 81416-1836				Phone Number (970) 874 7060
Mailing Address 220 MAIN STREET DELTA CO 81416-1836				
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 <i>Rebecca Angel</i>	Title <i>Owner</i>
Signature <i>Rebecca Angel</i>	Date <i>2-19-2014</i>

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date	
Signature	Title	Attest



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

LIQUOR LICENSE RENEWAL RECOMMENDATION

To: City Council

Re: Application of Rebecca Angel LLC
DBA: Hoolies Place

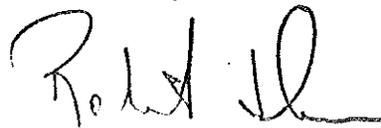
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

No liquor violations in the past twelve months.

Remarks:

Police Department recommendation:

Recommend liquor license renewal.



Robert Thomas, Chief of Police

MEMO

To: City Council
From: Justin Clifton, City Manager
Date: March 4, 2014
Subject: Silver Street Property



Office of the City Manager

Recommendation:

Staff recommends that Council approve the enclosed contract with counter contract terms to sell the Silver Street property to Delta Homeless Ministries Inc. dba the Abraham Connection.

Background:

Staff was presented with an offer to purchase this property a couple of months ago. Recently Council considered the offer and agreed to the principle terms but wanted some amendments to the contract. Staff has negotiated a counter proposal as suggested by Council and the buyer has signed the counter offer.

Cost:

There is no cost to the City. The City will receive \$20,000 for the property. Both the buyer's and seller's agents have agreed to waive their fees.

Alignment With Strategic Planning:

The 2013, and 2014 Council priorities include divestment of City owned parcels. The intended use of the property, to locate a homeless shelter, also addresses a public health and safety concern.

Actions To Be Taken if Approved:

Staff will execute the contract if approved by Council.



1 The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate
 2 Commission (CP40-8-13) (Mandatory 1-14)

3 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND**
 4 **TAX OR OTHER COUNSEL BEFORE SIGNING.**

5 **COUNTERPROPOSAL**

6 Date: 2/3/2014

7
 8 1. This Counterproposal supersedes and replaces any previous counterproposal. This
 9 Counterproposal amends the proposed contract dated 1/21/2014 (Contract), between
 10 **The City of Delta** (Seller), and **Delta Homeless Ministries, Inc. dba The Abraham Connection** (Buyer),
 11 relating to the sale and purchase of the following legally described real estate in the County of **Delta**, Colorado:
 12 **See Exhibit "A"**
 13 known as No. **467 W 5th St. Delta CO 81416** (Property).

14 **NOTE:** If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means
 15 no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column,
 16 it means that the corresponding provision of the Contract to which reference is made is deleted.

17 2. §3.DATES AND DEADLINES. [Omitted as inapplicable]

18 3. §4. PURCHASE PRICE AND TERMS. [Omitted as inapplicable]

19 4.ATTACHMENTS. The following are a part of this Counterproposal:

- 20 1. Exhibit "A"
- 21 2. Exhibit "B"

22 **Note:** The following disclosure forms are attached but are not a part of this Counterproposal:

- 23 1. Closing Instructions
- 24 2. Source of Water Addendum

25 5.OTHER CHANGES.

26 1. Section 9.1.2 - Other Survey: Seller is unaware of any improvements on the property. If the
 title company requires an improvement location certificate, Buyer shall order and pay for it.

2. Section 10.6 - Due Diligence Documents - 10.6.1.10: Seller is unaware of any soils or
 engineering reports.

3. Section 13 - Transfer of Title: Seller shall execute a good and sufficient bargain and sale
 deed to Buyer at Closing.

4. Section 30 - Additional Provisions, Item #3: If a phase 1 and/or phase 2 environmental
 study is a requirement for the Buyer, Buyer shall order and pay for these studies. The City of
 Delta shall not reimburse Buyer for these studies.

5. Buyer's Agent and Seller's Agent shall not receive any fee or commission from the City of
 Delta upon successful closing.

27 6.ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller
 28 and Buyer as evidenced by their signatures below and the offering party to this document receives notice
 of such acceptance on or before February 24, 2014.

Date Time

Initials _____

30 If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer.
All other terms and conditions of the Contract remain the same.

31

32 Seller: _____ Date: _____

The City of Delta

33 *By: Justin Clifton, City Manager*

Address:

34

35 Seller: _____ Date: _____

36 Address:

37 *Cheryl Oeljenbruns*
38 Buyer: _____ Date: *2/17/2014*

Delta Homeless Ministries, Inc. dba The Abraham Connection

39 *By: Cheryl Oeljenbruns, President*

Address:

40

41 Buyer: _____ Date: _____

42 Address:

Note: When this Counterproposal form is used, the Contract is not to be signed by the party initiating this
43 Counterproposal. Brokers must complete and sign the Broker's Acknowledgments and Compensation Disclosure
portion of the Contract.

CP40-8-13. COUNTERPROPOSAL

CTM eContracts - ©2014 CTM Software Corp.

Initials _____

Exhibit "A"

Legal Description

Portions of Block 33 of Plat "C", City of Delta

Located in the NW1/4 Section 24, Township 15 South, Range 96 West, of the 6th P.M.
described as follows:

Beginning at the southwest corner of Block 33, of Plat "C" from whence the city control monument at center of Fifth and Silver Streets bears S 47°48'15" W, 54.85 feet,
thence N 00°59'00" E, 111.22 feet along the east line of Silver Street,
thence N 48°48'54" E, 202.55 feet,
thence S 00°56'10" W, 247.07 feet along the east line of the west half of Block 33,
thence N 89°04'02" W, 150.33 feet along the north line of Fifth Street,
to the point of beginning, containing 26919.35 square feet, 0.618 acres.

Bearings are based on the assumption that the centerline of Fifth Street from the city control monument at center of Fifth Street and Silver Street and the city control monument at center of Fifth Street and Columbia Street to bear S 89°04'02" E

Exhibit "B"

The Parties hereto understand and agree that the City is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as amended from time to time or otherwise available to the City.

No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by City to or in aid of any person, company or corporation under applicable law.

Nothing contained herein shall relieve the Buyer from the obligation to comply with applicable law, including the City's Municipal Code. Nothing herein shall be construed as an express or implied land use entitlement approval by the City concerning the subject property for Buyer's intended use(s).

"AS IS" AND "WHERE IS". THE PROPERTY IS BEING PURCHASED AND SOLD "AS IS" AND "WHERE-IS" WITH NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES FROM SELLER OF ANY KIND. THE PURCHASE PRICE AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE THE RESULT OF ARM'S-LENGTH BARGAINING BETWEEN BUYER AND SELLER EACH OF WHOM ARE FAMILIAR WITH TRANSACTIONS OF THIS KIND. BUYER ACKNOWLEDGES THAT BUYER'S DETERMINATION TO PURCHASE THE PROPERTY IS BASED ON BUYER'S AND BUYER'S AGENTS' INDEPENDENT INVESTIGATION AND EVALUATION OF THE TERMS HEREOF AND ANY OTHER INFORMATION OR DOCUMENTS BUYER OR ITS AGENTS REVIEWED IN CONNECTION HEREWITH. BUYER ACKNOWLEDGES THAT ANY INFORMATION THAT SELLER OR SELLER'S EMPLOYEES AGENTS OR REPRESENTATIVES MAKES AVAILABLE TO BUYER, WHETHER WRITTEN OR ORAL, OR ANY OTHER INFORMATION PERTAINING TO THE PROPERTY, OR ANY AND ALL RECORDS AND OTHER DOCUMENTS PERTAINING TO THE USE AND OCCUPANCY OF THE PROPERTY, INCOME OF THE PROPERTY, THE COST AND EXPENSES OF MAINTAINING THE PROPERTY, AND ANY AND ALL OTHER MATTERS CONCERNING THE CONDITION, SUITABILITY, INTEGRITY, MARKETABILITY, COMPLIANCE WITH LAW OR OTHER ATTRIBUTE OR ASPECT OF THE PROPERTY (COLLECTIVELY THE "INFORMATION"), IS FURNISHED TO BUYER SOLELY AS A COURTESY. BUYER ACKNOWLEDGES THAT SELLER HAS NOT VERIFIED EITHER THE ACCURACY OR COMPLETENESS OF ANY STATEMENTS OR OTHER MATTERS CONTAINED IN THE INFORMATION OR ANY METHOD USED TO COMPILE THE INFORMATION OR THE QUALIFICATIONS OF THE PERSON(S) PREPARING THE INFORMATION, AND BUYER IS NOT ENTITLED TO RELY ON ANY OF THE INFORMATION. BUYER SHALL RELY SOLELY UPON ANY TITLE INSURANCE OR ENDORSEMENTS OBTAINED BY BUYER WITH RESPECT TO THE PROPERTY. BUYER AGREES TO BEAR THE RISKS OF ALL MATTERS RELATING TO THE PROPERTY INCLUDING, WITHOUT LIMITATION: (A) THE VALUE OR CONDITION OF THE PROPERTY; (B) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY DEFERRED MAINTENANCE AT THE PROPERTY); (C) THE SUITABILITY, COMPLIANCE OR LACK OF COMPLIANCE OF THE PROPERTY WITH ANY STATE, FEDERAL, COUNTY OR

LOCAL LAW, ORDINANCE, ORDER, PERMIT OR REGULATION; (D) THE ACCURACY OF ANY INFORMATION FURNISHED TO BUYER WITH RESPECT TO THE PROPERTY. BUYER'S PAYMENT OF THE PURCHASE PRICE AT THE CLOSING SHALL CONSTITUTE BUYER'S ACKNOWLEDGMENT AND APPROVAL THAT BUYER HAS HAD THE OPPORTUNITY TO REQUEST AND REVIEW ALL SUCH INFORMATION, DOCUMENTS AND MATERIALS AS BUYER DEEMED APPROPRIATE.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CL8-9-12) (Mandatory 1-13)

1
2 **THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES**
3 **SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**
4

5 **CLOSING INSTRUCTIONS**

6
7 Date: May 21, 2013

8 **1. PARTIES, PROPERTY.** The City of Delta, By Justin Clifton

9 _____, Seller, and _____
10 _____, Buyer, engage Heritage Title Company, Closing
11 Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction
12 for the sale and purchase of the Property known as

13 No. TBD Silver or 5th Street Delta CO 81416,
14 Street Address City State Zip

15 and more fully described in the Contract to Buy and Sell Real Estate, dated _____,
16 including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by
17 reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control,
18 subject to subsequent amendments to the Contract or this Agreement.

19
20 **2. TITLE COMMITMENT, EXCEPTIONS AND POLICY.** Closing Company **Agrees** **Does Not** agree
21 that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment;
22 and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company
23 **Agrees** **Does Not** agree to furnish copies of Exceptions.

24
25 **3. INFORMATION, PREPARATION. CLOSING, RECORDING.** Closing Company is authorized to obtain
26 any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver
27 and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are
28 necessary to carry out the terms and conditions of the Contract.

29
30 **4. CLOSING FEE.** Closing Company will receive a fee of \$ 175.00 for providing closing and
31 settlement services (Closing Fee).

32
33 **5. RELEASE, DISBURSEMENT.** Closing Company is not authorized to release any signed documents or things
34 of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9, 10 and 11.

35
36 **6. DISBURSER.** Closing Company shall disburse all funds, including real estate commissions, except those funds
37 as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before
38 Closing. All parties agree that no one other than the disburser can assure that payoff of loans and other
39 disbursements will actually be made.

40
41 **7. SELLER'S NET PROCEEDS.** Seller will receive the net proceeds of Closing as indicated:
42 **Cashier's Check**, at Seller's expense **Funds Electronically Transferred** (wire transfer) to an account
43 specified by Seller, at Seller's expense **Closing Company's trust account check.**

44
45 **8. CLOSING STATEMENT.** Closing Company will prepare and deliver an accurate, complete and detailed
46 closing statement to Buyer and Seller at time of Closing.

47
48 **9. FAILURE OF CLOSING.** If Closing or disbursement does not occur on or before Closing Date set forth in the

CL8-9-12. CLOSING INSTRUCTIONS

49 Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies,
50 and things of value to the depositing party, upon which Closing Company will be relieved from any further duty,
51 responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of
52 trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals
53 returned to Buyer and a copy to Buyer's lender.
54

55 **10. RETURN OF EARNEST MONEY.** Except as otherwise provided in § 11, Earnest Money Dispute, if the
56 Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of
57 termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions.
58 Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written
59 mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.
60

61 **11. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money (notwithstanding
62 any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money
63 Holder, at its option and sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all
64 parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and
65 reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder
66 receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of
67 the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest
68 Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does
69 receive a copy of the Lawsuit, and has not interpled the monies at the time of any Order, Earnest Money Holder
70 shall disburse the Earnest Money pursuant to the Order of the Court.
71

72 **12. SUBSEQUENT AMENDMENTS.** Any amendments to, or termination of, these Closing Instructions must be
73 in writing and signed by Buyer, Seller and Closing Company.
74

75 **13. CHANGE IN OWNERSHIP OF WATER WELL.** Within sixty days after Closing, Closing Company shall
76 submit any required Change in Ownership form or registration of existing well form to the Division of Water
77 Resources in the Department of Natural Resources (Division), with as much information as is available and the
78 Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing
79 Company shall not be liable for delaying Closing to ensure Buyer completes any required form.
80

81 **14. WITHHOLDING.** The Internal Revenue Service and the Colorado Department of Revenue may require
82 Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the
83 following: (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of
84 Seller's tax advisor to determine if withholding applies or if an exemption exists.
85

86 **15. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado
87 Real Estate Commission.) **N/A**
88

89
90
91 **16. COUNTERPARTS.** This document may be executed by each party, separately, and when each party has
92 executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.
93

94 **17. BROKER'S COPIES.** Closing Company shall provide, to each broker in this transaction, copies of all signed
95 documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.
96

97 **18. NOTICE, DELIVERY, CHOICE OF LAW.**

98 **18.1. Physical Delivery.** Except as provided in § 18.2, all notices must be in writing. Any notice or document

99 to Buyer shall be effective when physically received by Buyer, any individual buyer, any representative of Buyer,
100 or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller is effective when physically
101 received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with
102 Seller. Any notice or document to Closing Company shall be effective when physically received by Closing
103 Company, any individual of Closing Company, or any representative of Closing Company.

104
105 **18.2. Electronic Delivery.** As an alternative to physical delivery, any signed documents and written notice
106 may be delivered in electronic form by the following indicated methods only: **Facsimile** **Email**
107 **Internet** **No Electronic Delivery.** Documents with original signatures shall be provided upon request of
108 any party.

109 **18.3. Choice of Law.** This Contract and all disputes arising hereunder shall be governed by and construed in
110 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a
111 contract in this state for property located in Colorado.

112
113
114 Buyer's Name: _____ Buyer's Name: _____

115
116
117 Buyer's Signature _____ Date _____ Buyer's Signature _____ Date _____

118
119 Address: _____ Address: _____

120
121 Phone No.: _____ Phone No.: _____

122 Fax No.: _____ Fax No.: _____

123 Electronic Address: _____ Electronic Address: _____

124
125
126 Seller's Name: The City of Delta Seller's Name: By Justin Clifton

127
128
129 Seller's Signature _____ Date _____ Seller's Signature _____ Date _____

130
131 Address: N/A Address: _____

132 DELTA, CO 81416 _____

133 Phone No.: N/A Phone No.: _____

134 Fax No.: N/A Fax No.: _____

135 Electronic Address: N/A Electronic Address: _____

136
137 Closing Company's Name: _____

138
139
140 _____ Authorized Signature _____ Title _____ Date _____

141
142 Address: _____

143
144 Phone No.: _____

145 Fax No.: _____

146 Electronic Address: _____

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

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_____ (Broker) Working with Seller Working with Buyer
engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ _____

at the sole expense of Broker, the following legal documents:

Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Brokerage Firm's Name: _____

Broker's Name: _____

Broker's Signature Date

Closing Company's Name: _____

Authorized Signature Title Date

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (SWA35-8-10) (Mandatory 1-11)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**SOURCE OF WATER ADDENDUM
TO CONTRACT TO BUY AND SELL REAL ESTATE**

Date: May 21, 2013

1. ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE. This Source of Water Addendum (Addendum) is made a part of that Contract to Buy and Sell Real Estate between Seller and Buyer dated _____ (Contract), for the purchase and sale of the Property known as No. TBD Silver or 5th Street Delta CO 81416.
Street Address City State Zip

2. SOURCE OF POTABLE WATER. Seller discloses the following information for the source of potable water for the Property:

[Select and complete 1, 2 or 3 as applicable.]

2.1 The Property's source of water is a Well. Well Permit #: N/A
If a well is the source of water for the Property, a copy of the current Well Permit Is Is Not attached.

2.2 The Water Provider for the Property can be contacted at:
Name: City of Delta
Address: N/A
Web Site: N/A
Phone No.: 970-874-7913

2.3 There is neither a Well nor a Water Provider for the Property. The source of water for the Property is [describe source]: N/A

NOTE TO BUYER: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

Buyer Date

Buyer Date

Seller Date
The City of Delta

Justin Clifton May 21 2013

Seller Date
By Justin Clifton

SWA35-8-10. SOURCE OF WATER ADDENDUM TO CONTRACT TO BUY AND SELL REAL ESTATE

MEMO

To: City Council
From: Public Works Department
Date: March 4, 2014
Subject: Hillside Street HDPE Project



Public Works Department

Recommendation:

The Public Works Department recommends Bob Brewer Construction for the Hillside Street HDPE Project.

Background:

This project is the second phase of the Garnet Mesa Ditch Improvements at the Hillside Street crossing. This project will join two previously improved sections. The 24" diameter by 200' long section will start at a man hole under the sidewalk on Hillside Street where the October project ended, parallel the old drain line and end at a previously piped section to the north with another man hole.

There will also be a 300' under drain placed along the toe of the hill to capture seep water that runs year round. This project is a joint venture between the Parks and Public Works Departments.

Cost:

The project was advertised as a lump sum bid. Three bids were received in response to the published RFP.

1. Bob Brewer Construction	\$37,470.00
2. Wells Excavation & Farm LLC	\$38,473.02
3. Distel Construction	\$43,488.00

Alignment With Strategic Planning:

Garnet Mesa Ditch Improvements have been budgeted in 2014. This project addresses general maintenance requirements identified in the Stormwater Master Plan completed in 2008.

Actions To Be Taken if Approved:

Staff requests that City Council approve the award to Bob Brewer Construction.

MEMO

To: City Council
From: Justin Clifton, City Manager
Date: March 4, 2014
Subject: Lower Saw Mill Mesa Bike Trail Discussion



Office of the City Manager

Recommendation:

Staff recommends that Council listen to a presentation from proponents of a bike trail management project in the Lower Sawmill Mesa Area and ask questions and discuss as appropriate.

Background:

The BLM has undertaken a significant planning effort associated with the Dominquez-Escalante National Conservation Area (NCA). The BLM has formed an Advisory Council that has considered public input and advised the BLM in planning efforts. Staff was recently presented with information that the Advisory Council was recommending to the BLM management of a mountain bike trail system in the Lower Sawmill Mesa area. The Advisory group identified the City of Delta as a key stake holder as Delta is the closest City to the proposed project and could be impacted by its creation. Mountain bike trail systems are known to be a positive economic development tool for areas with unique outdoor amenities.

Cost:

NA

Alignment With Strategic Planning:

The proposed project aligns with numerous strategic planning efforts. The 2008 Comprehensive Plan lays out plans for economic development that include: "Encourage new tourism/ lodging businesses." Chapter 8 of the 2008 Comprehensive Plan also has numerous references to BLM amenities including mountain bike trails. The 2013 and 2014 City Council priorities include making the City of Delta more of a destination and making the most of our outdoor amenities.

Actions To Be Taken if Approved:

If instructed by Council, staff will compose a letter of support for the Mayor's signature.

Attorney Comments



City Manager Comments



Councilmember Comments

