



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**

**December 15, 2015
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Transfer of Ownership: Hotel/Restaurant Liquor License; Delta Fireside Inn Inc.**
- F. Hotel/Restaurant Liquor License Renewal; Ocean Pearl**
- G. Purchase and Acquisition of the 2015 Garnet Mesa System and Customers**
- H. Resolution #6, 2015; 2016 Mail Ballot Election**
- I. Intergovernmental Agreement with the Delta County Clerk and Recorder**
- J. Ordinance #9, 2015; Second and Final Reading
Election Code**
- K. Ordinance #10, 2015; Second and Final Reading
2015 Supplemental Appropriations**
- L. City Attorney Comments**
- M. City Manager Comments**
- N. 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 Glen Black. 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 November 17, 2015 regular meeting and the November 24, 2015 special meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

There were none.

Announcement of City Manager

Mayor Sisson stated that Council will be going into executive session.

Executive Session

It was moved by Councilmember Jurca and seconded by Councilmember Cooper to convene an Executive Session or 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. All in favor, motion carried.

At 7:02 p.m., Mayor Sisson recessed the Regular Meeting and convened the Executive Session.

At 7:13 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Councilmembers Mary Cooper, Robert Jurca, Ray Penick and Bill Raley, as well as City Manager Glen Black. 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.

Regular Meeting, Delta City Council, December 1, 2015 (cont.)

Announcement of City Manager (cont.)

It was moved by Councilmember Cooper and seconded by Councilmember Raley to begin negotiations with David Torgler for the City Manager position and authorize the Mayor to sign the employment agreement.

Public Hearing: Hotel/Restaurant Liquor License; Wild Flower Bistro

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

The Clerk reported that Gretchen Morfogen dba Wild Flower Bistro has submitted an application for a hotel and restaurant liquor license. She stated that the following are the findings after review of the application:

- Gretchen Morfogen is applying as an individual.
- Ms. Morfogen has been subject to a criminal records check through the Colorado Bureau of Investigation and the results showed:
 - Arrest for Theft in 1985 with no disposition available.
- The location of the business is 305 Main Street in Delta.
- There has not been a denial of an application for a Retail Liquor Store License at the location for which the application is made.
- The applicant has provided proof of possession of the premises that is proposed to be licensed.
- Selling Spirituous liquors in the manner proposed in the application is not in violation of the zoning, fire, and other applicable laws of the City of Delta, or any laws, rules or regulations of the City/County Health Department or the laws of the State of Colorado. The applicant has been in contact with the City's Community Development Department.
- The property does not appear to be within 500 feet from any public or parochial school or the principal campus of any college, university or seminary.
- A sign was posted at the site as required by law.
- A public notice was in the Delta County Independent as required by law.

The Mayor closed the public hearing and reconvened the regular meeting.

Councilmember Jurca stated that he is not concerned with the background investigation for an event that occurred several years ago.

It was moved by Councilmember Raley and seconded by Councilmember Penick to approve the hotel and restaurant liquor license for Gretchen Morfogen dba Wild Flower Bistro. All in favor, motion carried.

3.2% Beer Off Premises License Renewal; Safeway

The Clerk stated that Safeway has submitted their 3.2% Beer Off Premises Liquor License. The application is complete and all fees have been paid. The police department is recommending renewal.

It was moved by Councilmember Jurca and seconded by Councilmember Penick to approve the 3.2% Beer Off Premises Liquor License for Safeway. All in favor, motion carried.

Regular Meeting, Delta City Council, December 1, 2015 (cont.)

**Ordinance #8, 2015; Second and Final Reading
2016 Appropriations**

Ordinance #8, 2015

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 2016 BUDGET YEAR

was read by the Clerk.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to adopt Ordinance #8, 2015 on second and final reading. Roll call vote: Councilmembers Cooper, aye; Jurca, aye; Penick, aye; Raley, aye and Sisson, aye. Motion carried.

**Ordinance #9, 2015; First Reading
Election Code**

Ordinance #9, 2015

AN ORDINANCE OF THE DELTA CITY COUNCIL AMENDING CHAPTER 2.68 OF THE DELTA MUNICIPAL CODE CONCERNING ELECTIONS

was read by the Clerk.

The Clerk stated that with the election law changes at the State level the Delta Municipal Code is not in compliance. She also stated that following ordinance will allow the City to follow the Colorado Revised Statutes when conducting an election.

The Clerk reported that due to the changes in the laws, petitions for nomination to City Council will be circulated earlier than in years past. The petitions will be available to circulate January 5, 2016 and due back by January 25, 2016. She will be putting a notice in the DCI to notify those that may be interested in running for City Council.

It was moved by Councilmember Penick and seconded by Councilmember Raley to adopt Ordinance #9, 2015 on first reading. Roll call vote: Councilmembers Cooper, aye; Jurca, aye; Penick, aye; Raley, aye and Sisson, aye. Motion carried.

**Ordinance #10, 2015; First Reading
2015 Supplemental Appropriations**

Ordinance #10, 2015

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW

Regular Meeting, Delta City Council, December 1, 2015 (cont.)

Ordinance #10, 2015; First Reading

FOR THE CITY OF DELTA, COLORADO, FOR THE 2015
BUDGET YEAR

was read by the Clerk.

It was moved by Councilmember Cooper and seconded by Councilmember Jurca to adopt Ordinance #10, 2015 on first reading. Roll call vote: Councilmembers Cooper, aye; Jurca, aye; Penick, aye; Raley, aye and Sisson, aye. Motion carried.

Arbor Day Proclamation

Mayor Sisson read the Arbor Day Proclamation.

City Attorney Comments

There were none.

City Manager Comments

Manager Black stated that there will be a Better Cities meeting on December 3, 2015 at 10am here at City Hall.

Councilmember Comments

Councilmember Cooper commented on the upcoming election. She also stated that Delta Montrose Technical College has some great programs that some may be interested in taking a look at.

There were several comments regarding the city manager search.

The meeting was adjourned at 7:28 p.m.

Jolene E. Nelson, CMC, City Clerk

Item D:

Citizen Comments



MEMO

To: City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: December 15, 2015
Subject: Transfer of Ownership: Hotel/Restuarant Liquor License;
Delta Fireside Inn, Inc.



Office of the City Clerk

Recommendation:

Staff recommends approval of the Transfer of Ownership Application submitted by Delta Fireside Inn, Inc. dba Delta Fireside Inn for a Hotel and Restaurant Liquor License located at 820 Hwy 92, Delta.

Background:

Delta Fireside Inn, Inc. has submitted an application to transfer the Hotel and Restaurant Liquor License that Cynthia's currently holds. The owner of Delta Fireside Inn, Inc., Ernst Schopp has submitted his fingerprints and they have been forwarded to CBI to receive results of his background check. The application is complete and available for review. Delta Fireside Inn currently has a temporary license to continue operation until the approval of the transfer.

Cost:

There is no cost to the City to transfer this license. The applicant has paid the \$1100.00 transfer fee to the State, the City's fee of \$200 as well as the City's \$400 liquor occupation tax for a hotel/restaurant liquor license,

Alignment With Strategic Planning:

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

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 the application and issue the State license.

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor
- Local License Fee \$ _____

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
 Delta Fireside Inn, Inc. 46-2768760

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 dba DELTA FIRESIDE INN INC. 29879957 970-948-5843

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
 820 Highway 92

City Delta	County Delta	State CO	ZIP Code 81416
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4. Mailing Address (Number and Street) 129 Talon Trail	City or Town Battlement Mesa	State CO	ZIP Code 81635
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5. Email Address

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) CYNTHIA'S	Present State License Number 470.5261	Present Class of License Hot & Rest.	Present Expiration Date NOV. 4 th 16
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E.S.
E.S.

Section A Nonrefundable Application Fees	Section B (Cont.) Liquor License Fees
<input type="checkbox"/> Application Fee for New License..... \$ 600.00	<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00	<input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50
<input checked="" type="checkbox"/> Application Fee for Transfer..... \$ 600.00	<input checked="" type="checkbox"/> Manager Registration - H & R \$ 75.00
Section B	<input type="checkbox"/> Manager Registration - Tavern..... \$ 75.00
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____	<input type="checkbox"/> Master File Location Fee\$ 25.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex.....\$ 75.00 X _____ Total _____	<input type="checkbox"/> Master File Background\$250.00 X _____ Total _____
<input type="checkbox"/> Arts License (City).....\$308.75	<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Arts License (County).....\$308.75	<input type="checkbox"/> Optional Premises License (County).....\$500.00
<input type="checkbox"/> Beer and Wine License (City).....\$351.25	<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Beer and Wine License (County).....\$436.25	<input type="checkbox"/> Racetrack License (County).....\$500.00
<input type="checkbox"/> Brew Pub License (City).....\$750.00	<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00	<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Club License (City).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00
<input type="checkbox"/> Club License (County).....\$308.75	<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Distillery Pub License (City).....\$750.00	<input type="checkbox"/> Retail Liquor Store License (City).....\$227.50
<input type="checkbox"/> Distillery Pub License (County).....\$750.00	<input type="checkbox"/> Retail Liquor Store License (County).....\$312.50
<input checked="" type="checkbox"/> Hotel and Restaurant License (City).....\$500.00	<input type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00	<input type="checkbox"/> Tavern License (County).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00	<input type="checkbox"/> Vintners Restaurant License (City).....\$750.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00	<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	Total
			\$

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. 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"/>		
10. 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"/>		
	Waiver by local ordinance? Other: _____	<input type="checkbox"/> or <input type="checkbox"/>		
11. 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 <u>current</u> financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. 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"/>	<input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Ernst G. Schopp Trust	Tenant Delta Fireside Inn, Inc.	Expires 4/30/2018		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13. <input type="checkbox"/> <input type="checkbox"/>				
c. 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".				
13. 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.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
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.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input checked="" type="checkbox"/>				
Number of additional Optional Premise areas requested. (See license fee chart)				
15. 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? If "yes" a copy of license must be attached.				
<input type="checkbox"/> <input type="checkbox"/>				
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>				
(c) How long has the club been incorporated? <input type="checkbox"/> <input type="checkbox"/>				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/>				
17. 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) <input type="checkbox"/> <input type="checkbox"/>				
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)				
Last Name of Manager Schopp	First Name of Manager Ernst	Date of Birth 10/20/34		
18b. 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. <input type="checkbox"/> <input checked="" type="checkbox"/>				
Name	Type of License	Account Number		
19. 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? <input type="checkbox"/> <input checked="" type="checkbox"/>				
If yes, provide an explanation and include copies of any payment agreements.				

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Ernst G. Schopp	129 Talon Trail, Battlement		President	100
	Mesa CO 81635			

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** 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, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

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 <i>Ernst Schopp</i>	Printed Name and Title Ernst Schopp, President	Date 12-8-15
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 12/12/2015	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.) 12/15/2015
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

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

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

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

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

Therefore, this application is approved.

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date

MEMO

To: City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: December 15, 2015
Subject: Hotel/Restaurant Liquor License Renewal; Ocean Pearl



Office of the City Clerk

Recommendation:

Staff recommends approval of the Hotel/Restaurant License Renewal for Ocean Pearl located at 109 Main Street. The Police Department's report and recommendation is attached.

Background:

The current liquor license expires February 25, 2016.

Cost:

There is no cost to the City to renew this license. The applicant has paid his \$500 renewal fee to the State, and his \$150 City license renewal fee, along with the City's \$400 liquor occupation tax for a hotel/restaurant liquor license.

Alignment With Strategic Planning:

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

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

OCEAN PEARL DELTA
 PO BOX 1931
 GLENWOOD SPRINGS CO 81602-1931

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 OCEAN PEARL DELTA LLC		DBA OCEAN PEARL DELTA		
Liquor License # 42558800000	License Type Hotel & Restaurant (city)	Sales Tax License # 42558800000	Expiration Date 2/25/2016	Due Date 1/11/2016
Street Address 109 MAIN STREET DELTA CO 81416-1838				Phone Number (970) 874 1888
Home Address PO BOX 1931 GLENWOOD SPRINGS CO 81602-1931				
Operating Manager Le Le Quach		Home Address 126 Meeker, Delta, CO 81416		Phone Number 970-874-1888

1. Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 12/31/2020
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business Le Le Quach	Title Member
Signature 	Date 11/23/15

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 Ocean Pearl LLP
DBA: Ocean Pearl

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.

Charles Kettle, Interim Chief of Police

MEMO

To: City Council
From: Steve Glammeyer, Utilities Director
Date: December 15, 2015
Subject: Purchase and Acquisition of the 2015 Garnet Mesa Electric System and Customers from DMEA



Utilities Department

Recommendation:

It is recommended that the Council approve payment to Delta Montrose Electric Association (DMEA) for the 2015 Garnet Mesa acquisition. See attached map for the area being acquired.

Background:

During the 2014 budget process, staff included money to continue acquisition of facilities and customers in the Garnet Mesa area. Staff informed DMEA in mid April of the City's intentions to acquire facilities as indicated on the attached map. The total number of acquired customers for this acquisition is approximately 80. Acquisition of facilities and customers need to follow the State Statute for fair compensation.

Staff has been working on fair compensation and negotiating provisions of the statute since that request in April. The statute provides for compensation of loss of revenue to DMEA for existing and new services over a period of 10 years. More specifically, the statute requires payment annually of 25% of the revenue received by the City for each existing service in the area and 5% of the revenue received annually by the municipality from the sale of electric power to services that come into existence in the area for a period of 10 years from the date of acquisition. Staff is prepared to track those costs and will budget funds to pay this annually.

Cost for the actual facilities and manpower necessary to close this deal are also a required to be paid by the City. Those numbers were calculated by DMEA and are attached for your review. Staff feels these numbers are reasonable and represent fair compensation.

All of this information is captured in the attached agreement, exhibits, and invoice. Staff has vetted the agreement with our special counsel and are ready to execute with your approval.

Cost:

Total cost of the acquisition includes \$73,398.08 for the facilities, \$26,796.00 for 290 DMEA man-hours for a total acquisition cost of \$100,194.08. This cost falls well below the budgeted amount for 2015 of \$400,000.

Alignment With Strategic Planning:

It has been the direction of the City Council to continue to invest in the Municipal Light and Power department, as established by the City Charter, by acquiring accounts and customers from

Delta Montrose Electric Association as allowed by State Statute and as provided for in the budget appropriations.

Actions To Be Taken if Approved:

Staff will sign the agreement, pay the invoice, and begin the work of moving the facilities over to our system. We anticipate having the majority of the customers moved to our system by March 2, 2016, if this is approved tonight.



We energize and serve our communities

A Touchstone Energy® Cooperative



December 2, 2015

City of Delta
360 Main Street
Delta, CO 81416

Attn: Steve Glammeyer

Re: Acquisition of Facilities Located Within the City of Delta Municipality, 5th Street to 7th Street Vicinity on Garnet Mesa.

Steve,

Attached is the Revised Asset Acquisition Agreement and Invoice for the subject acquisition. Once the Agreement is finalized, DMEA will coordinate the transfer of facilities with the City.

Kindest regards,



Steve Metheny
Chief Operating Manager

Enclosures: Asset Acquisition Agreement w/ Invoice (2 copies), as revised.



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ASSET ACQUISITION AGREEMENT

BETWEEN

CITY OF DELTA

AND

DELTA-MONTROSE ELECTRIC ASSOCIATION

This Agreement is made and entered into as of _____, 2015, by and between Delta-Montrose Electric Association ("DMEA"), a cooperative organized and existing under the laws of the State of Colorado, and the City of Delta ("City"). Reference may be made to either DMEA or City as a "Party," or collectively as the "Parties."

Recitals

A. DMEA is engaged in transmitting and distributing power and energy to its consumers in Delta and Montrose counties.

B. DMEA provides, transmits and distributes power and energy on Garnet Mesa in the vicinity of 5th Street and 7th Street within the incorporated area of the City. The City has exercised its right to acquire from DMEA its service rights and associated assets located in the Garnet Mesa area, as reflected on Exhibit 3 hereto ("Garnet Mesa Service Territory"), pursuant to the provisions of C.R.S. 40-9.5-204.

C. This Agreement is intended to provide for the acquisition of the Garnet Mesa Service Territory in accordance with its terms.

Now, therefore, in consideration of the Recitals above and the mutual covenants below, the adequacy of which are acknowledged, the Parties agree as follows:

1. **Effective Date.** The Effective Date shall mean the date on which the City acquires title to the Garnet Mesa Service Territory assets subject to the terms and conditions herein. It is agreed that the Effective Date shall occur no later than February 1, 2016.
2. **Purchase Price.** The Parties have reviewed the statutory provisions of C.R.S. 40-9.5-204(1)(a)-(b), and using that criteria agree that the total cost for this acquisition is \$100,194.08, calculated as follows:
 - A. The value of the electric distribution assets in the Garnet Mesa Service Territory is agreed to be \$73,398.08 – which represents the present day reproduction costs of the assets, less depreciation on a straight line basis over thirty five (35) years.

B. Cost of construction necessary to reintegrate the DMEA system located outside the Garnet Mesa Service Territory, including inventory of plant, engineering fees, transfer of meters, crew time, administrative fees and legal counsel @ 290 man-hours - \$26,796.00.

C. Within five business days of the Effective Date, DMEA will issue the invoice attached as Exhibit 4 and the City will pay to DMEA within five business days thereafter the sum of \$100,194.08 for current plant and associated labor expenses.

3. Additional Payments. Having reviewed the statutory provisions of C.R.S. 40-9.5-204(1)(c)-(d), the Parties further agree that on the anniversary date of the Effective Date each year for a period of ten (10) years, the City will provide to DMEA documentation showing annual gross power sales for those customers in the Garnet Mesa Service Territory who received service from DMEA prior to the Effective Date ("Existing Customers"), and shall pay DMEA a sum equal to twenty-five percent (25%) of the gross sales to those Existing Customers. The City shall, at the same time, provide to DMEA documentation showing annual gross power sales to all new retail electric accounts in the Garnet Mesa Service Territory, which began service after the Effective Date ("New Customers"), and shall pay DMEA a sum equal to five percent (5%) of the gross power sales to those New Customers.

4. Responsibility for Service. As of the Effective Date, DMEA shall not be responsible for transmitting and distributing power and energy to consumers in the acquired area and the exclusive right and responsibility for the same shall be assumed by the City. DMEA shall bill its customers within the Garnet Mesa Service Territory for costs of power through the date prior to the Effective date, and the City shall bill those customers for power delivered beginning as of the Effective Date.

5. Liabilities and Hold Harmless. To the extent permitted by law, DMEA will be responsible for facilities it owns and operates and for providing service to the Garnet Mesa Service Territory prior to the Effective Date and DMEA shall hold harmless the City, including its officers, directors, employees, and agents, from any claim arising from the acquired assets or delivery of such power prior to the Effective Date, except when the act or omission of the City or its agents was a proximate cause of the loss or injury. To the extent permitted by law, the City will be responsible for facilities it owns and operates and for providing service to the Garnet Mesa Service Territory as of and after the Effective Date and the City shall hold harmless DMEA, including its officers, directors, employees, and agents, from any claim arising from the delivery of such power, except when the act or omission of DMEA or its agents was a proximate cause of the loss or injury.

6. Mutual Assistance. During the transition between service being provided by DMEA and the City, the Parties will cooperate in the operations of their respective facilities and will to the extent possible coordinate any necessary interruption in service in a manner which causes the minimum of disruption to the customers of the Garnet Mesa Service Territory.

7. Modification of Agreement. This Agreement may be modified, amended, or altered only with the written agreement of the Parties. It shall not set a precedent of any nature, kind or consequence in regard to any future agreement between the Parties.

8. **Property.** DMEA represents and warrants that it has good, marketable, and transferable title to the Assets conveyed to the City under this Agreement. The Assets are free and clear of all encumbrances except for that Mortgage granted by DMEA in favor of the United States of America Rural Utilities Service (RUS), CoBank, ACB (CoBank), and National Rural Utilities Cooperative Finance Corporation (CFC) recorded in Delta County on October 9, 2002 in Book 952 at Page 558, and as supplemented by instruments recorded at Reception #591977 and #632347, and by a Financing Statement recorded with the Colorado Secretary of State at instrument #200221128872 and as supplemented in Instrument #20052061380, #20092018037 and #210204857; and by a Supplemental Mortgage and Security Agreement granted by DMEA in favor of RUS, CoBank, and CFC recorded in Delta County on November 20, 2015 at Reception #684227, and by a Financing Statement Amendment recorded with the Colorado Secretary of State at instrument #20152106490. DMEA shall remain solely responsible for the repayment of any indebtedness secured by the Assets, and shall indemnify and hold the City harmless for all liability for the payment of such indebtedness. All the Assets are in good operating condition and repair, ordinary wear and tear excepted. There are no other agreements, oral or written, pursuant to which DMEA grants to any third party the right to have, occupy or use any of the Assets or creates any obligation of DMEA, or a third party with respect to the Assets.

9. **Exhibits.** Attached to this Agreement are the following Exhibits:

- Exhibit 1 – Labor Hour Details
- Exhibit 2 – Bill of Sale
- Exhibit 3 – Assets (Spreadsheets and Maps)
- Exhibit 4 – Invoice

10. **Disputes/Attorney Fees.** Any action to enforce or interpret the provisions of this Agreement shall be brought in the District Court for Delta County, Colorado. In the event a Party finds it necessary to commence a legal action or proceeding to enforce the terms and conditions of this Agreement, or obtain a remedy related to such Party's rights hereunder, the prevailing Party shall be entitled to its reasonable attorney fees, incurred prior to the commencement of such proceedings, and during such proceedings, and the costs and expenses incurred in bringing and maintaining such action or proceedings.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers or agents.

DELTA MONTROSE ELECTRIC ASSOCIATION

By: Steven M. Metteney
Chief Operating Manager
Date: 12-2-15

CITY OF DELTA

By: _____
Date: _____

Exhibit 1

Labor Hour Detail

Total Labor Cost @ 92.40 Per Hour \$ 26,796.00

Exhibit 2

Bill of Sale

This BILL OF SALE is made this ____ day of _____, 2015 by Delta-Montrose Electric Association, a Colorado cooperative corporation whose address is 11925 6300 Road, Montrose, Colorado 81401 ("DMEA"), for the benefit of the City of Delta, a Colorado municipality, 360 Main Street, Delta, Colorado ("City"). Capitalized terms used but not defined shall have the meanings ascribed to them in the Agreement (defined below).

WHEREAS, in accordance with the provisions of C.R.S. 40-9.5-204 the City has elected to acquire certain assets owned by DMEA described in the attached Exhibit 3 ("Assets") and,

WHEREAS, DMEA and the City have entered into an Asset Acquisition Agreement dated _____, 2015, ("Agreement") wherein DMEA has agreed to sell, convey, and transfer and the City has agreed to acquire the Assets.

NOW, THEREFORE, in consideration for payment of \$100,194.08, the receipt and sufficiency of which is hereby acknowledged, consistent with the Agreement, DMEA hereby grants, bargains, sells, conveys, assigns, transfers to and sets over to the City all of its right, title, and interest in and to the Assets.

Member hereby transfers, assigns and conveys the Assets to the City free and clear of all encumbrances, rights of third parties and interests created or suffered by DMEA except for those liens and Mortgages defined in the Agreement.

This Bill of Sale shall be governed by, interpreted and construed under, and is enforceable in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, DMEA has executed this Bill to Sale as of the day and year first written above.

DELTA-MONTROSE ELECTRIC ASSOCIATION, a Colorado cooperative corporation.

By: _____

Title: _____

City of Delta Property Acquisition - Garnet Mesa

Assembly Unit	Description	Unit Installed Cost	Qty	Total Installed Cost	Yrly Dep Rate (35 Yrs Straight Line)	Years Depreciated	Value After Depreciation
Property Installed in 2001							
30-6	POLE, 30' CLASS 6	\$ 661.01	3	\$ 1,983.03	0.0285	14	\$ 1,191.80
K1-2AT	CONDUCTOR, SERVICE, #2 AL TRIPLEX	\$ 2.11	170	\$ 358.70	0.0285	14	\$ 215.58
K14C	SERVICE ASSEMBLY	\$ 38.60	3	\$ 115.80	0.0285	14	\$ 69.60
K16C	SERVICE ASSEMBLY	\$ 49.84	3	\$ 149.52	0.0285	14	\$ 89.86
K2-1/OAT	CONDUCTOR, UG SERVICE, 1/0 AL TRIPLEX	\$ 3.09	575	\$ 1,776.75	0.0285	14	\$ 1,067.83
UD-1/OJK	CONDUCTOR, UG PRI, 1/0 220 MIL XLP JACKET	\$ 5.16	400	\$ 2,064.00	0.0285	14	\$ 1,240.46
UG-10	10 KVA PADMOUNT XFMR, 7200-120/240 V	\$ 2,079.25	1	\$ 2,079.25	0.0285	14	\$ 1,249.63
UG-15	15 KVA PADMOUNT XFMR, 7200-120/240 V	\$ 1,849.77	1	\$ 1,849.77	0.0285	14	\$ 1,111.71
UG-25	25 KVA PADMOUNT XFMR, 7200-120/240 V	\$ 2,095.63	3	\$ 6,286.89	0.0285	14	\$ 3,778.42
UG7	1 PH PADMOUNTED XFMR, FEED THROUGH	\$ 872.65	2	\$ 1,745.30	0.0285	14	\$ 1,048.93
UJ1-44/0	SEC CONN BLK 4POS #2 TO 350 MCM	\$ 49.64	1	\$ 49.64	0.0285	14	\$ 29.83
UJ2-4-A	TRANS CONN BLK 4 POS 5/8 STUD	\$ 37.99	21	\$ 797.79	0.0285	14	\$ 479.47
UK6	SECONDARY SERVICE PEDESTAL, UG	\$ 409.68	1	\$ 409.68	0.0285	14	\$ 246.22
UM1-2	PLASTIC PAD ASSEMBLY	\$ 213.73	7	\$ 1,496.11	0.0285	14	\$ 899.16
UM3-1-C	PRIM CBL TERM, 1/0 220 MIL, 15KV JK	\$ 245.52	2	\$ 491.04	0.0285	14	\$ 295.12
UM5-2	SECONDARY CABLE TERMINAL POLE	\$ 371.25	4	\$ 1,485.00	0.0285	14	\$ 892.49
UM6-8-2FX	UM6 2" FLEX PIPE	\$ 2.08	1040	\$ 2,163.20	0.0285	14	\$ 1,300.08
WG-1/0	DEADEND WEDGE GRIP, #4 TO 1/0	\$ 13.46	2	\$ 26.92	0.0285	14	\$ 16.18
WG-2	DEADEND WEDGE GRIP, #6 TO #2	\$ 12.16	4	\$ 48.64	0.0285	14	\$ 29.23
				\$ 25,377.03			\$ 15,251.60

Depreciation - 1/2 of Cost per CRS 40-9.5-204

Property Installed	Description	Unit Installed Cost	Qty	Total Installed Cost	Yrly Dep Rate	Years Depreciated	Value After Depreciation
Property Installed 1964 - 1990							
30-6	POLE, 30' CLASS 6	\$ 661.01	10	\$ 6,610.10	0.5	N/A	\$ 3,305.05
35-6	POLE, 35' CLASS 6	\$ 762.41	15	\$ 11,436.15	0.5	N/A	\$ 5,718.08
40-5	POLE, 40' CLASS 5	\$ 945.78	2	\$ 1,891.56	0.5	N/A	\$ 945.78
A1	1-PH PRIM SINGLE SUPPORT	\$ 87.54	7	\$ 612.78	0.5	N/A	\$ 306.39
A5	1-PH PRIM DEADEND (SINGLE)	\$ 116.16	5	\$ 580.80	0.5	N/A	\$ 290.40
A6	1-PH PRIM VERTICAL DEADEND (DOUBLE)	\$ 181.75	2	\$ 363.50	0.5	N/A	\$ 181.75
A7	1-PH X-ARM CONST DEADEND (SINGLE)	\$ 252.48	1	\$ 252.48	0.5	N/A	\$ 126.24
A8	1-PH X-ARM CONST DEADEND (DOUBLE)	\$ 386.95	1	\$ 386.95	0.5	N/A	\$ 193.48
D2ACSR	CONDUCTOR, #2 ACSR	\$ 0.88	2700	\$ 2,376.00	0.5	N/A	\$ 1,188.00
D4ACSR7	CONDUCTOR, #4 ACSR	\$ 0.84	1530	\$ 1,285.20	0.5	N/A	\$ 642.60

City of Delta Property Acquisition - Garnet Mesa

Assembly Unit	Description	Unit Installed Cost	Qty	Total Installed Cost	Yrly Dep Rate (35 Yrs Straight Line)	Years Depreciated	Value After Depreciation
E1-2	SINGLE DOWN GUY THRU BOLT	\$ 119.87	5	\$ 599.35	0.5	N/A	\$ 299.68
E1-2J	SNGL DOWN GUY W/GUY INSULATION	\$ 182.46	1	\$ 182.46	0.5	N/A	\$ 91.23
E1-4J	SINGLE DOWN GUY THROUGH BOLT TYPE	\$ 182.46	1	\$ 182.46	0.5	N/A	\$ 91.23
F1-2P	ANCHOR ASSEMBLY, 8000LB, 16"PLATE	\$ 299.75	7	\$ 2,098.25	0.5	N/A	\$ 1,049.13
G10	7200 V, 1PH XFMR @ DEADEND	\$ 695.19	4	\$ 2,780.76	0.5	N/A	\$ 1,390.38
G-10	10 KVA CONV. XFMR, 7200-120/240 V	\$ 1,478.55	1	\$ 1,478.55	0.5	N/A	\$ 739.28
G-15	15 KVA CONV. XFMR, 7200-120/240 V	\$ 1,576.81	2	\$ 3,153.62	0.5	N/A	\$ 1,576.81
G-25	25 KVA CONV. XFMR, 7200-120/240 V	\$ 1,984.83	11	\$ 21,833.13	0.5	N/A	\$ 10,916.57
G-50	50 KVA CONV. XFMR, 7200-120/240 V	\$ 2,828.36	1	\$ 2,828.36	0.5	N/A	\$ 1,414.18
G9	7200 V, 1PH XFMR @ TANGENT	\$ 695.19	11	\$ 7,647.09	0.5	N/A	\$ 3,823.55
K10C	SERVICE ASSEMBLY	\$ 37.28	1	\$ 37.28	0.5	N/A	\$ 18.64
K1-1/0AT	CONDUCTOR, OH SERVICE 1/0 AL TRIPLEX	\$ 2.48	155	\$ 384.40	0.5	N/A	\$ 192.20
K1-2AT	CONDUCTOR, SERVICE, #2 AL TRIPLEX	\$ 2.11	4161	\$ 8,779.71	0.5	N/A	\$ 4,389.86
K14C	SERVICE ASSEMBLY	\$ 38.60	23	\$ 887.80	0.5	N/A	\$ 443.90
K16C	SERVICE ASSEMBLY	\$ 49.84	53	\$ 2,641.52	0.5	N/A	\$ 1,320.76
K2-1/0AT	CONDUCTOR, UG SERVICE, 1/0 AL TRIPLEX	\$ 3.09	1615	\$ 4,990.35	0.5	N/A	\$ 2,495.18
M2-11	GROUNDING ASSM - GRD ROD TYPE	\$ 69.16	15	\$ 1,037.40	0.5	N/A	\$ 518.70
M2-12	POLE PROTECTION PLATE TYPE	\$ 58.83	2	\$ 117.66	0.5	N/A	\$ 58.83
M26-5Y01	175W 120V MV YARD LIGHT	\$ 324.30	2	\$ 648.60	0.5	N/A	\$ 324.30
M3-4	1 PHASE SECTIONALIZING FUSE CUTOUT	\$ 567.53	1	\$ 567.53	0.5	N/A	\$ 283.77
M40-10T1	WRAPLOK TOPTIE 2ACSR	\$ 17.02	4	\$ 68.08	0.5	N/A	\$ 34.04
M40-10T2	WRAPLOK TOPTIE 4ACSR	\$ 17.16	3	\$ 51.48	0.5	N/A	\$ 25.74
M41-2-2	SPOOL TIE 2ACSR	\$ 8.00	4	\$ 32.00	0.5	N/A	\$ 16.00
M41-2-4	SPOOL TIE 4ACSR	\$ 8.18	3	\$ 24.54	0.5	N/A	\$ 12.27
M42-11-1	AUTOMATIC DEADEND 2ACSR	\$ 20.52	6	\$ 123.12	0.5	N/A	\$ 61.56
M42-11-2	AUTOMATIC DEADEND 4ACSR	\$ 16.85	16	\$ 269.60	0.5	N/A	\$ 134.80
M5-0-AL	STIRRUP 4/0 ACSR DBL	\$ 41.38	15	\$ 620.70	0.5	N/A	\$ 310.35
M5-2	POLE TOP INSULATOR AND PIN ASSY	\$ 66.15	1	\$ 66.15	0.5	N/A	\$ 33.08
UD-1/0JK	CONDUCTOR, UG PRI, 1/0 220 MIL XLP JACKET	\$ 5.16	1435	\$ 7,404.60	0.5	N/A	\$ 3,702.30
UG-25	25 KVA CONV. XFMR, 7200-120/240 V	\$ 2,095.63	3	\$ 6,286.89	0.5	N/A	\$ 3,143.45
UG6	1 PH PADMOUNT XFMR W/INSULATING CAP	\$ 805.61	1	\$ 805.61	0.5	N/A	\$ 402.81
UG7	1 PH PADMOUNTED XFMR, FEED THROUGH	\$ 872.65	5	\$ 4,363.25	0.5	N/A	\$ 2,181.63
UJ1-44/0	SEC CONN BLK 4POS #2 TO 350 MCM	\$ 49.64	6	\$ 297.84	0.5	N/A	\$ 148.92

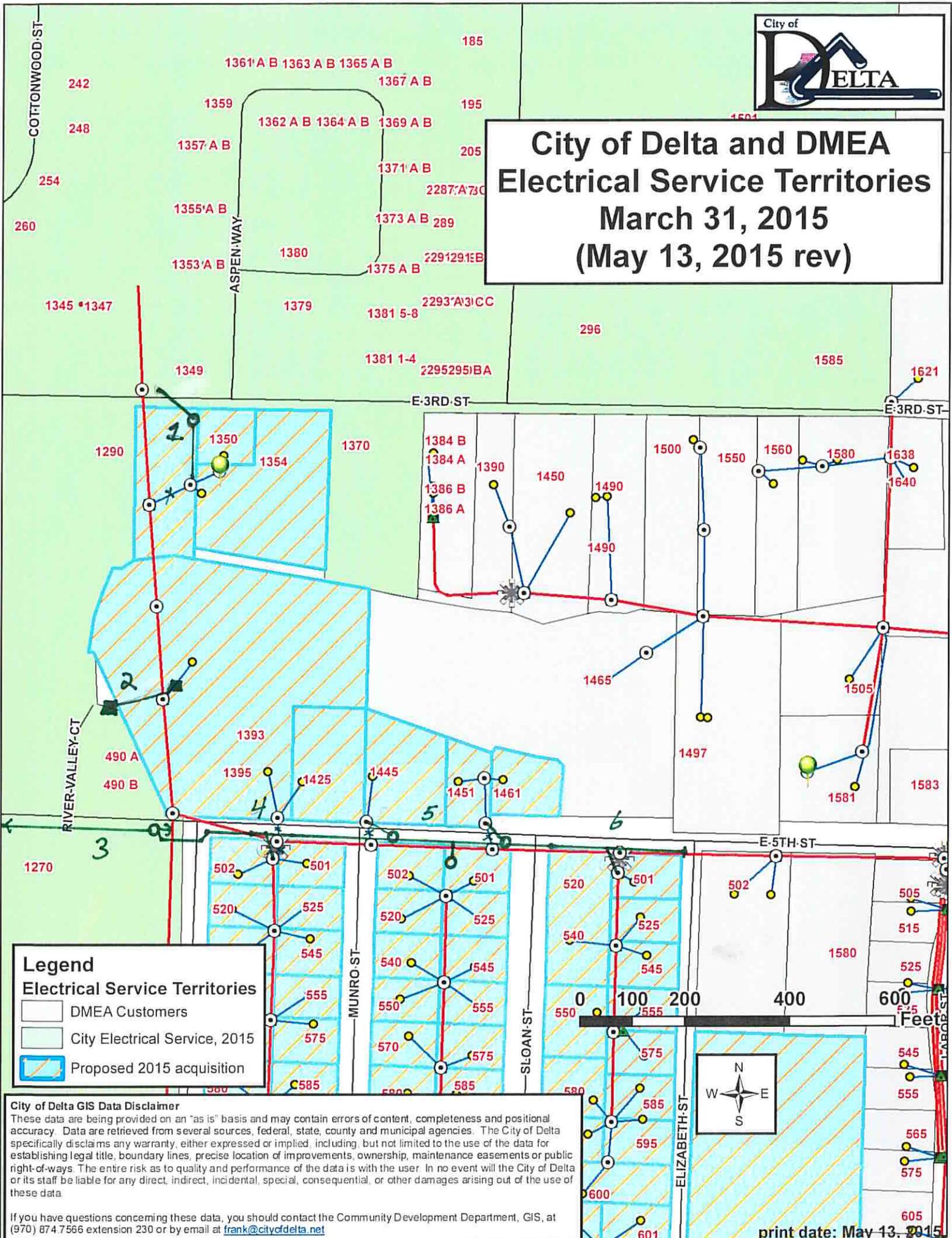
City of Delta Property Acquisition - Garnet Mesa

Assembly Unit	Description	Unit Installed Cost	Qty	Total Installed Cost	Yrly Dep Rate (35 Yrs Straight Line)	Years Depreciated	Value After Depreciation
UK6	SECONDARY SERVICE PEDESTAL, UG	\$ 409.68	2	\$ 819.36	0.5	N/A	\$ 409.68
UM2-4U1	1PH OH SOURCE PRIMARY RISER	\$ 1,226.76	1	\$ 1,226.76	0.5	N/A	\$ 613.38
UM5-2	SECONDARY CABLE TERMINAL POLE	\$ 371.25	7	\$ 2,598.75	0.5	N/A	\$ 1,299.38
UM6-8-2FX	UM6 2" FLEX PIPE	\$ 2.08	565	\$ 1,175.20	0.5	N/A	\$ 587.60
WG-1/0	DEADEND WEDGE GRIP, #4 TO 1/0	\$ 13.46	10	\$ 134.60	0.5	N/A	\$ 67.30
WG-2	DEADEND WEDGE GRIP, #6 TO #2	\$ 12.16	103	\$ 1,252.48	0.5	N/A	\$ 626.24
				\$ 116,292.81			\$ 58,146.48

Total Value of Property **\$ 73,398.08**



City of Delta and DMEA Electrical Service Territories March 31, 2015 (May 13, 2015 rev)



Legend

Electrical Service Territories

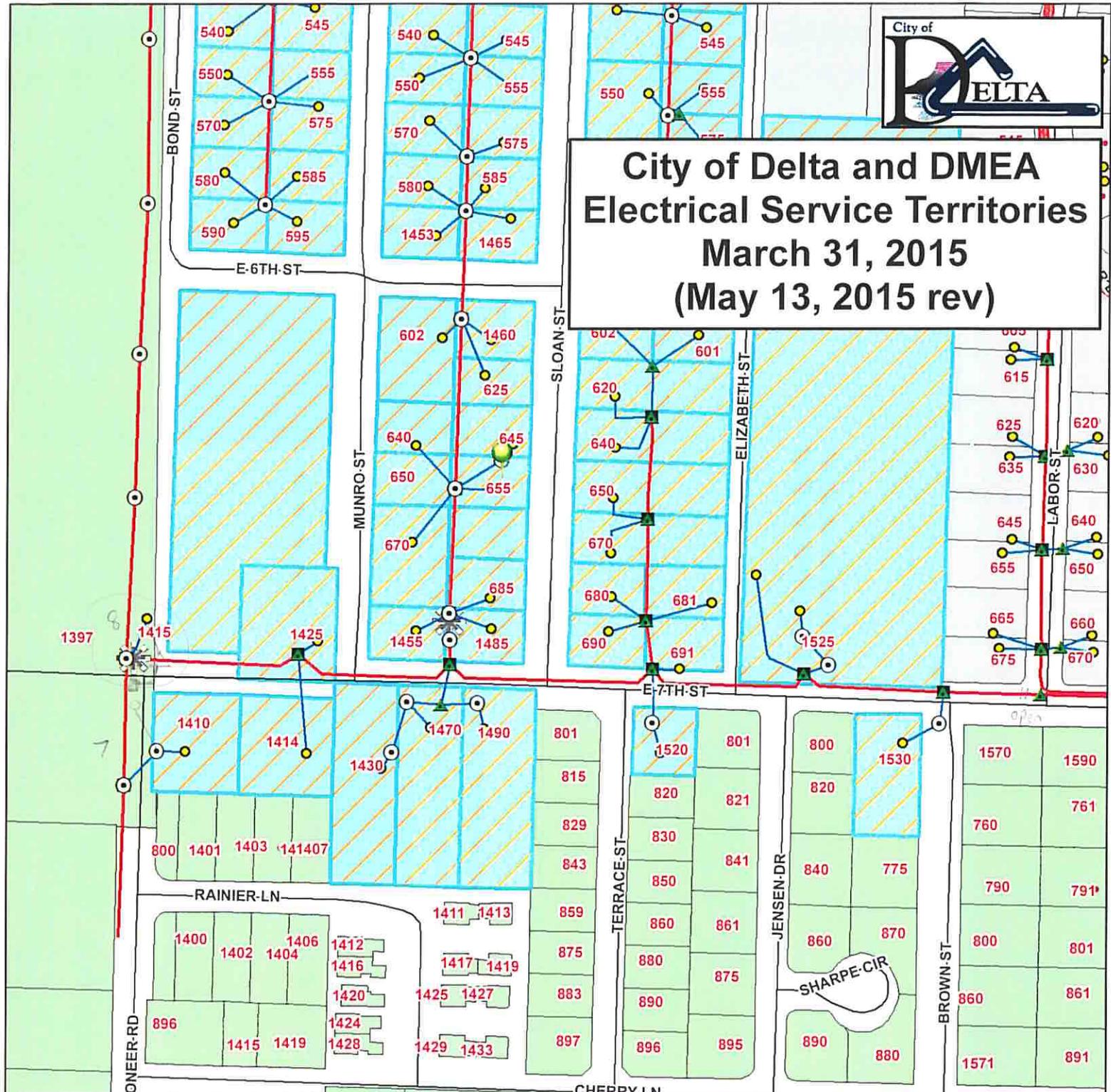
- DMEA Customers
- City Electrical Service, 2015
- Proposed 2015 acquisition

City of Delta GIS Data Disclaimer
 These data are being provided on an "as is" basis and may contain errors of content, completeness and positional accuracy. Data are retrieved from several sources, federal, state, county and municipal agencies. The City of Delta specifically disclaims any warranty, either expressed or implied, including, but not limited to the use of the data for establishing legal title, boundary lines, precise location of improvements, ownership, maintenance easements or public right-of-ways. The entire risk as to quality and performance of the data is with the user. In no event will the City of Delta or its staff be liable for any direct, indirect, incidental, special, consequential, or other damages arising out of the use of these data.

If you have questions concerning these data, you should contact the Community Development Department, GIS, at (970) 874 7566 extension 230 or by email at frank@cityofdelta.net



City of Delta and DMEA Electrical Service Territories March 31, 2015 (May 13, 2015 rev)

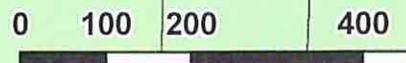
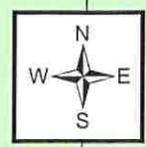


Legend

Electrical Service Territories

- DMEA Customers
- City Electrical Service, 2015
- Proposed 2015 acquisition

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If you have questions concerning these data, you should contact the Community Development Department, GIS, at (970) 874.7566 extension 230 or by email at frank@cityofdelta.net



Delta-Montrose Electric Association
 11925 6300 Rd
 PO Box 910
 Montrose, CO 81402

INVOICE: 13889

Invoice Date: 11/04/2015
 Terms: Net 30 Days
 Due Date: 12/04/2015
 Amount Due: \$ 100,194.08

CITY OF DELTA
 ATTN: STEVE GLAMMEYER
 360 MAIN STREET
 DELTA CO 81416

Account: 5080					Page 1 of 1
Description: PROPERTY ACQUISITION - GARNET MESA FROM 3RD STREET TO 7TH STREET					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
PLANT AND EQUIPMENT	1.000	EA	73,398.0800	73,398.08	
COST OF CONSTRUCTION/TRANSFER	290.000	EA	92.4000	26,796.00	
MESSAGES		Subtotal:		\$ 100,194.08	
		Tax:		\$ 0.00	
		Total:		\$ 100,194.08	
		Amount Paid:		\$ 0.00	
		Amount Due:		\$ 100,194.08	

RETURN BOTTOM PORTION WITH PAYMENT



Delta-Montrose Electric Association
 11925 6300 Rd
 PO Box 910
 Montrose, CO 81402

Account: 5080
 Invoice: 13889
 Due Date: 12/04/2015
 Amount Due: \$ 100,194.08

Amount Of Payment: _____

Remit To:

DELTA-MONTROSE ELECTRIC ASSOC.
 PO BOX 910
 MONTROSE CO 81402

CITY OF DELTA
 ATTN: STEVE GLAMMEYER
 360 MAIN STREET
 DELTA CO 81416

MEMO

To: City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: December 15, 2015
Subject: Resolution #6, 2015; Authorizing the April 5, 2016
Election to be Conducted by Mail Ballot



Office of the City Clerk

Recommendation:

Staff recommends that Council adopt Resolution #6, 2015, authorizing the April 5, 2016 Regular Municipal Election to be conducted by mail ballot.

Background:

All Delta municipal elections have either been November coordinated elections at which TABOR issues were on the ballot, or April mail ballot elections held with the assistance of the Delta County Clerk and Recorder's Office since 2004. Voter turnout has increased since the City switched to mail ballot elections.

Cost:

The estimated cost for this election will be \$7700.00. This amount does not include the printing and mailing costs for any TABOR notices that may be required. There will also be incidental expenses for public notices for which the City is responsible for.

Alignment With Strategic Planning:

Per the City Charter Article VII "Regular municipal election shall be held annually on the first Tuesday in April."

Actions To Be Taken if Approved:

The City Clerk's office will proceed with planning for a mail ballot election to be conducted with the assistance of the Delta County Clerk and Recorder's Office.

Resolution #6, 2015

A RESOLUTION OF THE CITY OF DELTA, COLORADO,
AUTHORIZING THE April 5, 2016 REGULAR MUNICI-
PAL ELECTION TO BE CONDUCTED BY MAIL BALLOT

WHEREAS, the City of Delta has a Regular Municipal Election on
April 5, 2016; and

WHEREAS, the General Assembly of the State of Colorado has
enacted provisions for the governing board of any political
subdivision to hold an election by mail ballot; and

WHEREAS, the City Council of the City of Delta desires that
the registered electors of the City of Delta have the opportunity
to vote by mail in said Election;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DELTA,
COLORADO, that the City of Delta shall conduct its election of
April 5, 2016, as a Mail Ballot Election in accordance with Title
1, Article 7.5 of the Colorado Revised Statutes and the Municipal
Election Code, as modified by requirements of the City Charter or
Ordinances.

Dated this 15th day of December, 2015.

Mayor

ATTEST:

City Clerk

MEMO

To: City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: December 15, 2015
Subject: Intergovernmental Agreement for April 5, 2016
Mail Ballot Election



Office of the City Clerk

Recommendation:

Staff recommends that City Council authorize the City Clerk to sign the Intergovernmental Agreement with the Delta County Clerk and Recorder for the April 5, 2016 Mail Ballot Election.

Background:

The intergovernmental agreement with the Delta County Clerk and Recorder for the conduct of the election is now being presented for approval. This form of the IGA has been used for the past few elections. There are no changes since the last election.

Cost:

The estimated cost of the election is \$7700.00.

Alignment With Strategic Planning:

Per the City Charter Article VII “Regular municipal election shall be held annually on the first Tuesday in April.”

Actions To Be Taken if Approved:

The City Clerk will sign the IGA with the Delta County Clerk and Recorder.

INTERGOVERNMENTAL AGREEMENT DELTA COUNTY and CITY OF DELTA

This Intergovernmental Agreement between Delta County, acting through its Clerk and Recorder ("Clerk"), and the City of Delta ("City"), acting through its City Clerk ("City Clerk"), is authorized by 29-1-201, et seq., C.R.S.

1. PURPOSE: Pursuant to the terms of this agreement the Clerk and the City agree to the scheduling and conducting of a Mail Ballot Municipal Election on April 5, 2016. For the purposes of the Agreement, the Clerk shall be the "clerk" as defined in 31-10-102, C.R.S. The City hereby designates its City Clerk as an "Election Official" who shall have primary responsibility for the election procedures that are the responsibility of the City, pursuant to this Agreement. The Election shall be held under the provisions of the Municipal Election Code (Title 31, Article 10 of the Colorado Revised Statutes) except as otherwise required by the Mail Ballot Act, 1-7.5-101, et seq., C.R.S., or the rules promulgated by the Secretary of State.

2. DELEGATION OF AUTHORITY: The City Council has determined that the April 5, 2016 election shall be by mail ballot. Pursuant to 1-7.5-104, C.R.S., the City Clerk, as the designated election official (DEO), hereby delegates and transfers to the Clerk all such power, authority and duties which reside in the City Clerk for these purposes. The respective responsibilities between the Clerk and the City shall be described on Exhibit "City of Delta Mail Ballot Election, April 5, 2016 Responsibilities."

3. VOTER SERVICE AND POLLING CENTER LOCATIONS: Voter Service and Polling centers Locations are available for voters to register to vote, change address, request ballots or replacement ballots, vote and/or deposit mail ballots. The following locations and dates are as follows:

VOTER SERVICE AND POLLING CENTER LOCATIONS
DELTA COUNTY CLERK AND RECORDER'S OFFICE

**501 PALMER ST. SUITE 211
DELTA, CO 81416**

Starting March 28, 2016
Hours 8:30 a.m. to 4:30 p.m. Monday – Friday
9:00 a.m. to 1:00 p.m. Saturday April 2, 2016
7:00 a.m. to 7:00 p.m. Election Day April 5, 2016

**NORTH FORK ANNEX CLERK'S OFFICE
196 W. HOTCHKISS AVE.
HOTCHKISS, CO 81419**

April 1, 2016 - 8:30 a.m. to 4:30 p.m.
April 4, 2016 - 8:30 a.m. to 4:30 p.m.

(Closed for Lunch 12:30- 1:30 except Election Day)
7:00 a.m. to 7:00 p.m. Election Day April 5, 2016

24 HOUR DROP OFF LOCATION

**DELTA COUNTY COURTHOUSE
501 PALMER ST.
DELTA CO 81416**

**NORTH FORK ANNEX
196 W. HOTCHKISS AVE
HOTCHKISS CO 81419**

4. ELECTION JUDGES: All Election Judges shall be the responsibility of the Clerk.

5. LEGAL NOTICES: All legal notices concerning the Municipal Election which are to be published prior to certification of the ballot content to the Clerk shall be the responsibility of the City. A copy of such published legal notice(s) shall be submitted to the Clerk for her records.

Publication of legal notices concerning the Municipal Coordinated Election, which are required to be published after certification of the ballot contents to the Clerk, shall be the responsibility of the Clerk.

6. RECEIVING AND PROCESSING OF PETITIONS: Any necessary petition process for the City shall be the responsibility of the City. The Clerk shall provide voter registration lists as required and requested by the City Clerk. The Statewide Voter Registration System will also be available for the City to verify petitions in the petition module at the Delta County Clerk and Records office.

7. COLORADO POLITICAL FINANCE/FAIR CAMPAIGN PRACTICES ACT: The City Clerk shall administer the Colorado Political Finance/Fair Campaign Practices Act (CPF/FPCA).

8. BALLOT CONTENT: C.R.S. 31-10-302 provides for the circulation of nomination petitions beginning on the ninety-first day prior to the election and must be filed no later than the close of business on the seventy-first day prior to the election. Ballot content must be certified to the Clerk by the City Clerk, in its exact form, as soon as practical following the close of nominations on January 25th, 2016 but no later than 4:30 p.m. close of business February 3, 2016. Such ballot content must be delivered to the Clerk at the Delta County Courthouse, 501 Palmer Street, Suite 211, Delta, CO. If Possible the Clerk would prefer an electronic copy as well. Email to tstephenson@deltacounty.com and rloy@deltacounty.com

9. TABOR NOTICES: The City's Election Official shall follow the Tabor Notice Calendar with regard to filing dates, forms, etc. to be filed with the Clerk. The Clerk will be responsible for the printing and mailing of the Tabor notices.

10. CONDUCT OF ELECTION: The Clerk shall be responsible for preparing and printing the ballots, and sample ballots for the Municipal Mail Ballot Election, as well as the preparation of the Electronic Voting Equipment used by the Delta County Clerk. Ballots will be mailed to each active registered voter between March 14th, 2016 and March 18th, 2016 per C.R.S. 1-7.5-107(3) (a), Military and Overseas electors will be mailed by February 19, 2016 per C.R.S. 1-8.3-110. The Clerk shall also be responsible for coordinating and conducting the actual election. The Election will be conducted according to Title 1, C.R.S., Secretary of State Election Rules, Colorado Constitution and HAVA requirement.

12. TABULATION OF BALLOTS: All processes relating to the tabulation of ballots shall be the responsibility of the Clerk. Preliminary unofficial results will be available on the Delta County website, www.deltacounty.com on election night at 7:30p.m. And will be updated once the tabulating is complete on Election Night. Hard copies of the cumulative results will be available in the office election night or emailed the following morning.

13. VERIFICATION OF SIGNATURES: In accordance with C.R.S. 1-7.5-107.3 every mail ballot election that is conducted by the County Clerk and Recorder, an election judge shall compare the signature on the self-affirmation on each return envelope with the signature of the eligible elector stored in the statewide voter registration system. Electors shall have until 8 days after the election to return the signature discrepancy affidavit and have their ballot counted (cure period).

14. CANVASS OF VOTES: The canvass of votes will be the responsibility of the City, pursuant to CRS 31-10-1201 and shall be completed once the cure period for signature discrepancies is over. The Canvass must be completed no later than 10 days after the election. The City shall issue its certificate(s) of election results upon receipt of the official results from the Clerk.

15. ALLOCATION OF COST OF ELECTION: The City shall reimburse the Clerk for the election costs incurred by the Clerk pursuant to this Agreement. Such reimbursement shall be made to the Clerk within thirty days of receipt of billing from the Clerk. The Clerk's determination regarding such costs shall be final and at her sole discretion and shall not be subject to dispute unless clearly unreasonable.

16. INDEMNIFICATION: The City agrees to indemnify, defend and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, error or omissions of the City in completing its responsibilities relating to the April 5, 2016, Mail Ballot Municipal Election.

17. AGREEMENT NOT EXCLUSIVE: The Clerk plans to enter into other substantially similar agreements with other municipalities for conduct of their elections. The April 5, 2016 Municipal Election will be conducted similar to a Coordinated Election with all participating entities.

18. CANCELTION OF ELECTION: The municipal governing body may also provide that, if the only matter before the voters is the election of persons to office and if, at the close of business on the sixty-fourth day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent, the clerk, if instructed by resolution of the governing body, shall cancel the election and by resolution declare the candidates elected. Notice of such cancellation shall be published, if possible, in order to inform the electors. Any expenditure already incurred shall be the responsibility of the City in the event the election is cancelled.

THIS AGREEMENT has been executed by the parties hereto as of the dates and year written below.

DELTA COUNTY CLERK AND RECORDER

CITY OF DELTA

by _____
Teri A. Stephenson

by _____
Jolene E. Nelson

DATE _____

DATE _____

Municipal Mail Ballot Election
April 5, 2016
Responsibilities and Estimated Cost

Activity	Municipal Clerk	County Clerk	Comments
Prepare nomination petition packets, distribute, accept, and verify petitions, Administer CPF/FCPA	X		All inquiries should be sent to the Municipal Clerk's Office
Mail ballot plan prepared and submitted to Secretary of State		X	CRS 1-7.5-105
Sign Intergovernmental Agreement	X	X	
Preliminary list of registered voters		X	May use Petition module in SCORE to verify petitions.
Certify Ballot to County Clerk	X		
Appoint Judges		X	
Program Ballot		X	
Print Ballots		X	Vendor outsourced
Hardware Testing		X	
Public Logic and Accuracy Testing		X	
Cost of envelopes	X		
Assembling ballot packets		X	Vendor outsourced
Receive returned ballots, verify signatures and process		X	
Count and tabulate ballots		X	
Publish election notice	X	X	Clerk will publish 20 day coordinated notice.
Election Day – Office Hours 7:00 A.M. to 7:00 P.M.		X	
Canvass election returns	X		
Certify Results	X		
Store election records		X	Retention period
Estimated Expenses	\$7,700.00		

CITY OF DELTA, COLORADO
ORDINANCE NO. 9, 2015

AN ORDINANCE OF THE DELTA CITY COUNCIL
AMENDING CHAPTER 2.68 OF THE DELTA MUNICIPAL CODE
CONCERNING ELECTIONS.

WHEREAS, the Delta City Charter provides for the elections in the City to be governed by applicable Colorado statutes except as otherwise provided by the Charter or ordinance; and

WHEREAS, Chapter 2.68 of the Delta Municipal Code addresses elections, and certain provisions of that Chapter address timing requirements for election procedures; and

WHEREAS, the Colorado State Legislature has recently amended Colorado statutes regarding elections in certain respects that may conflict with Chapter 2.68; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Delta, and would be consistent with the Charter, to delete the conflicting provisions of the Municipal Code such that Colorado statutes control.

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

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the City Council.
2. Amendment to Chapter 2.68. Chapter 2.68 of the Delta Municipal Code is hereby amended by deleting Sections 2.68.060 and 2.68.080. The remaining sections of Chapter 2.68 shall remain in effect.

INTRODUCED on December 1, 2016, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Edward C. Sisson, Mayor

ATTEST:

Jolene E. Nelson, CMC, City Clerk

INTRODUCED a second time at a regular meeting of the City Council on _____, 2015, read by title and number, passed, approved, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Edward C. Sisson, Mayor

ATTEST:

Jolene E. Nelson, CMC, City Clerk

Ordinance #10, 2015

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 2015 BUDGET YEAR

WHEREAS, the City Council has adopted the annual budget on November 18, 2014; and

WHEREAS, the City has received additional and unanticipated revenues in the form of grants and other revenue sources and there exists unappropriated surplus in the various funds; and

WHEREAS, it is not only required by law, but also necessary to appropriate the additional revenues and surplus 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 supplemental appropriations, in addition to those appropriated by Ordinance #6, Series of 2014, are hereby appropriated from the revenue and surplus of each fund, to each fund, as follows:

Golf Course Fund	\$	50,000
Capital Project Fund	\$	90,000
Dental Fund	\$	6,000

ADOPTED on first reading and ordered published this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

ADOPTED on second and final reading and ordered published
this _____ day of _____, 2015.

Mayor

ATTEST:

City Clerk

Items: L, M & N

Attorney Comments



City Manager Comments



Councilmember Comments

