



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**

**January 5, 2016  
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Public Hearing: Special Events Permit Application; Delta Elks Lodge No 1235**
- F. 2016 Designated Posting Site**
- G. City Manager Contract Approval**
- H. Discussion Regarding Administrative Approval for Liquor License Renewals, Transfer of Ownership and Special Events Permits**
- I. Discussion Regarding Consent Agendas**
- J. City Attorney Comments**
- K. City Manager Comments**
- L. 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 Jurca and seconded by Councilmember Raley to approve the minutes of the December 1, 2015 regular meeting as submitted by the Clerk. All in favor, motion carried.

**Citizen Comments**

There were none.

**Transfer of Ownership: Hotel/Restaurant Liquor License: Delta Fireside Inn, Inc.**

The Clerk stated that Delta Fireside Inn, Inc. has submitted a transfer of ownership application for the Hotel and Restaurant Liquor License being held by DaVine Ventures, LLC located at 820 Highway 92 in Delta. The application is complete and all fees have been paid. The owner of Delta Fireside Inn, Inc. has been fingerprinted and the results are favorable. Staff recommends approval of the transfer of ownership for the liquor license.

It was moved by Councilmember Cooper and seconded by Councilmember Penick to approve the transfer of ownership for the Hotel/Restaurant Liquor License for Delta Fireside Inn, Inc. All in favor, motion carried.

**Hotel/Restaurant Liquor License Renewal: Ocean Pearl**

The Clerk reported that Ocean Pearl has submitted the hotel/restaurant liquor license renewal. The application is complete and all fees have been paid. The police department is recommending renewal.

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

**Regular Meeting, Delta City Council, December 15, 2015 (cont.)**

**Purchase and Acquisition of the 2015 Garnet Mesa System and Customers**

Utilities Director Steve Glammeyer stated that 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. Staff feels these numbers are reasonable and represent fair compensation.

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

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.

Councilmember Jurca questioned whether DMEA can come back and request a lump sum once the agreement is completed.

Mr. Glammeyer stated he does not think they can.

Councilmember Penick questioned when the acquisition would take place.

Mr. Glammeyer stated sometime in late January or early February.

It was moved by Councilmember Raley and seconded by Councilmember Penick to approve the acquisition agreement with DMEA in the amount of \$100,194.08. All in favor, motion carried.

**Resolution #6, 2015; 2016 Mail Ballot Election**

Resolution # 6, 2015

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

It was moved by Councilmember Jurca and seconded by Councilmember Cooper to adopt Resolution #6, 2016. Roll call vote: Councilmembers Cooper, aye; Jurca, aye; Penick, aye; Raley, aye and Sisson, aye. Motion carried.

**Regular Meeting, Delta City Council, December 15, 2015 (cont.)**

**Intergovernmental Agreement with the Delta County Clerk and Recorder**

The Clerk reported that this is the standard agreement with the Delta County Clerk and Recorder for the election.

It was moved by Councilmember Penick and seconded by Councilmember Raley to approve the Intergovernmental Agreement with the Delta County Clerk and Recorder for the 2016 Municipal Election. All in favor, motion carried.

**Ordinance #9, 2015; Second and Final 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.

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

**Ordinance #10, 2015; Second and Final 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  
FOR THE CITY OF DELTA, COLORADO, FOR THE 2015  
BUDGET YEAR

was read by the Clerk.

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

**City Attorney Comments**

There were none.

**City Manager Comments**

Manager Black updated Council on broadband.

**Regular Meeting, Delta City Council, December 15, 2015 (cont.)**

**Councilmember Comments**

Councilmember Cooper suggested that there be a discussion regarding consent agendas and administrative approvals on liquor license renewals and special event permits.

The meeting was adjourned at 7:15p.m.

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Jolene E. Nelson, CMC, City Clerk

Item D:

Citizen Comments



# MEMO

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To: Mayor and City Council  
From: Jolene Nelson, City Clerk  
Date: January 5, 2016  
Subject: Public Hearing: Delta Elks No. 1235 Special Events Permit



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*Office of the City Clerk*

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**Recommendation:**

Staff recommends approving the application for a Special Events Liquor Permit to Delta Elks Lodge No. 1235.

**Background:**

Delta Elks Lodge No. 1235 has submitted an application for a Special Events Liquor Permit for their event on February 13, 2016. 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 application, and the Clerk will mail it to the State, who will review it and issue the permit.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

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

- ✓ CHECK ONE:
- SOCIAL
  - CHARTERED BRANCH, LODGE OR CHAPTER OF A NATIONAL ORGANIZATION OR SOCIETY
  - FRATERNAL
  - RELIGIOUS INSTITUTION
  - PATRIOTIC
  - PHILANTHROPIC INSTITUTION
  - POLITICAL
  - POLITICAL CANDIDATE
  - ATHLETIC
  - MUNICIPALITY OWNING ARTS FACILITIES

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110  MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY

2170  FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Delta Elks Lodge #1235

State Sales Tax Number (Required)

04-01745

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)

563 main st  
Delta Co 81416

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)

563 main st  
Delta Co 81416

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE		<u>707 Nu Vista ST</u> <u>Delta Co 81416</u>	<u>970-778</u> <u>1810</u>
5. EVENT MANAGER		<u>301 Riverside Dr</u> <u>Olathe Co 81425</u>	<u>970-209-</u> <u>9023</u>

4. PRES./SECY OF ORG. or POLITICAL CANDIDATE

Willie Gordon

HOME ADDRESS (Street, City, State, ZIP)

707 Nu Vista ST  
Delta Co 81416

5. EVENT MANAGER

Muff Husby

HOME ADDRESS (Street, City, State, ZIP)

301 Riverside Dr  
Olathe Co 81425

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

NO  YES HOW MANY DAYS? 0

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

NO  YES TO WHOM? Delta Elks #1235

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	Hours From	To	Date	Hours From	To	Date	Hours From	To	Date	Hours From	To
<u>2-13-16</u>	<u>2</u>	<u>P.m.</u>									
	<u>To</u>	<u>2</u>									
		<u>A.m.</u>									

**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

M Husby

TITLE

Manager

**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)

CITY  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

# MEMO

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To: City Council  
From: Jolene E. Nelson, City Clerk  
Date: January 5, 2016  
Subject: Designation of Official Posting Site



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*Office of the City Clerk*

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**Recommendation:**

Staff recommends designation of the bulletin board in the south window at City Hall as the official site for posting meeting notices in 2016.

**Background:**

State law requires Council to designate an official site for posting meeting notices. For the past several years, the official site has been the south window at City Hall. This seems to work well, since we see many citizens stopping on the sidewalk outside the window to check the notice board. Secondary posting sites have included the bulletin board in the lobby at City Hall, at the Recreation Center and on the City's website. These, however, have not been designated as "official" sites.

**Cost:**

There is no cost to the City to designate an official posting site.

**Alignment With Strategic Planning:**

C.R.S. Section 24-6-402(2)(c) states "... The public place or places for posting such notice shall be designated annually...."

**Actions To Be Taken if Approved:**

Notices of all City meetings will continue to be posted in the south window at City Hall as the City's official posting site.

# MEMO

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To: City Council  
From: Glen L. Black *GLB*  
Date: January 5, 2016  
Subject: Ratify City Manager Employment Agreement



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*City Manager*

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**Recommendation:** City Council review and ratify the final Employment Agreement with David Torgler for the City Manager Position.

**Background:** City Council interviewed several candidates for the City Manager position. At the December 1, 2015 City Council meeting, a motion was made to negotiate an Employment Agreement with David Torgler and authorize the Mayor to sign the agreement. The attached agreement is the final result.

**Alignment With Strategic Planning:** Delta City Charter sets forth a “Council-Manager” form of government states the Council shall appoint a City Manager.

**Actions To Be Taken if Approved:** City Council will ratify the agreement by motion.

# Employment Agreement

## Introduction

This Agreement, made and entered into this 3 day of December, 2015 by and between the City of Delta, Colorado a municipal corporation, (hereinafter called "Employer") and David Torgler (hereinafter called "Employee") an individual who has the education, training and experience in local government management necessary to perform the duties of the position of City Manager of Employer. The parties agree as follows:

## Section 1: Term

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

Employee reports to City Council, the governing body of Employer, on January 25, 2016. Nothing in this agreement shall prevent, limit, or otherwise interfere with the rights of the City Council to terminate the services of Employee at any time pursuant to the City Charter. Employee shall serve at the pleasure of the Council.

## Section 2: Duties and Authority

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

## Section 3: Compensation

A. Employer agrees to pay Employee an annual base salary of \$108,000.00, payable in bi-weekly pay periods and on pay days in the same manner as for the other regular full-time management employees of the Employer. The salary covers all hours worked by Employee and Employee shall not be entitled to additional compensation or compensatory time for overtime.

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

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

## Section 4: Health, Disability and Life Insurance Benefits

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

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

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

### **Section 5: Vacation, Sick, and Military Leave**

A. Upon commencing employment, the Employee shall accrue PTO at the 10-year employee rate of 7.69 hours per pay period, and increase according to the City's personnel policies (after 5 years, Employee shall accrue at 15 year rate, after 10 years, Employee shall accrue at the 20 year rate).

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

### **Section 6: Automobile**

The Employee's duties require exclusive and unrestricted use of an automobile. Employer shall pay Employee a vehicle allowance in the amount of \$400.00 per month (a taxable benefit per IRS regulations). Employee will otherwise be responsible for all costs associated with using a personal vehicle for City business including insurance, fuel and all required maintenance. Employee will be expected to use a personal vehicle for all City business. The vehicle allowance is intended to cover all travel within 100 road miles of the City of Delta. If City business requires Employee to travel more than 100 miles from Delta, Employee shall have the option of being reimbursed for fuel only for miles beyond the 100 mile travel allowance, or using a City vehicle for such trips. Employee must maintain a valid Colorado drivers' license as a condition of employment.

### **Section 7: Retirement**

A. Employer agrees to enroll Employee into the same retirement plan that is provided to other regular full-time management employees, which currently is a 401A established defined contribution plan to which Employer contributes an amount equal to 5% of Employee's salary each pay period and Employee contributes 3%.

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

### **Section 8: General Business Expenses**

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

B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee as City Manager and to pursue necessary official functions for Employer as City Manager, including but not limited to the ICMA Annual Conference, the CML Annual Conference, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for reasonable travel and subsistence

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

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

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

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

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

### **Section 9: Termination**

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

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

1. Conviction of a felony
2. Actions of moral turpitude such as stealing, lying, embezzlement, inappropriate relationships or other actions involving dishonesty
3. Verified use of an illegal drug under state or federal law
4. Verified use of alcohol while on the job or while operating equipment owned by Employer
5. Insubordination

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

C. If Employer reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, and Employee exercises the right to declare that such reduction constitutes termination if such written

declaration is received by City Council no later than 30 days after the reduction becomes effective.

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

E. A party fails to cure a breach of contract declared by the other party by the end of a 30 day cure period; or immediately upon written notice of a second breach of contract. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 17.

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

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

### **Section 10: Severance**

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

B. If Employee is terminated because of the reasons set forth in Sections 9.A (without cause), 9.B, 9.C, 9.D, or 9.E (Employer's breach), Employer shall provide severance payment equal to three (3) months of the Employee's current rate of pay; provided, this severance amount shall increase to six (6) months salary if such termination occurs within six (6) months after the date of the regular municipal election in April of even-numbered years. This severance allowance shall be paid in a lump sum within thirty (30) days of the effective date of termination unless otherwise mutually agreed by Employer and Employee. Employer shall also concurrently reimburse Employee for Employer's portion of health insurance premiums for the subject three-month period, if Employee or Employee's dependents are eligible for and elect to continue coverage under COBRA.

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

### **Section 11: Resignation**

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

### **Section 12: Performance Evaluation**

Employer shall annually review the performance of Employee by a process, form, criteria, and format for the evaluation established by City Council, with input from the Employee.

### **Section 13: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities

with the understanding that such arrangements shall not interfere with nor create a conflict of interest with his primary responsibilities under this Agreement. Employee shall not engage in these type activities without the express prior written approval of the Delta City Council.

**Section 14: Moving and Relocation Expenses**

Employee agrees to establish residence within the corporate boundaries of the City of Delta within six (6) months of employment, and thereafter to maintain residence within said corporate boundaries. Employer shall reimburse Employee for the reasonable expenses (not to exceed \$8,000) of moving Employee and personal property from Hayden, Colorado to Delta, Colorado. Said moving expenses are intended to cover expenses including packing, moving, storage costs, unpacking, and insurance charges. Employee shall provide Employer with receipts for reimbursement of all expenses. Employee shall be allowed a maximum of four (4) days of paid leave in order to facilitate relocation from Hayden, CO to Delta, CO. Employee shall use the four (4) days within three (3) months of commencing employment, i.e. January 25, 2016, and if not used the days will be forfeited and will not be added to existing PTO or kept for any other purpose.

**Section 15: Indemnification**

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

**Section 16: Other Terms and Conditions of Employment**

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

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

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

**Section 17: Notices**

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

EMPLOYER: City of Delta EMPLOYEE: David Torgler  
360 Main Street P.O. Box 1664

Delta, Colorado 81416

Hayden, Colorado 81639

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

**Section 18: Governing Law**

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

**Section 19: Not Assignable.**

This Agreement is not assignable by either party.

**Section 20: Entire Agreement**

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

**Section 21: Breach of Agreement**

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

**CITY OF DELTA, COLORADO**

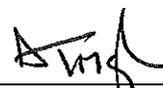
By:   
Edward C. Sisson, Mayor

12/3/2015  
Date

ATTEST:   
Jolene E. Nelson, City Clerk

12/3/2015  
Date

**EMPLOYEE**

  
David Torgler

12-4-2015  
Date

# MEMO

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To: Mayor and City Council  
From: Jolene Nelson, City Clerk  
Date: January 5, 2016  
Subject: Administrative Approval for Liquor License Renewals,  
Transfer of Ownership and Special Event Permits



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*Office of the City Clerk*

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## **Recommendation:**

Staff recommends Council consider allowing for administrative approval for liquor license renewals, transfer of ownership and administrative approval/local approval only for special event permits.

## **Background:**

There has been discussion regarding liquor license renewals and allowing the City Clerk to administratively approve the renewal when no violations exist. Pursuant to Articles 46, 47 and 48 of Title 12 of the Colorado Revised Statutes, grants local licensing authorities the ability to approve liquor renewals and transfer of ownership without a hearing.

There also has been discussion regarding special event permits and allowing local approval only as well as allowing the City Clerk to approve the application administratively. Pursuant to Articles 46, 47 and 48 of Title 12 of the Colorado Revised Statutes grants local licensing authorities the option to assume exclusive local control over and responsibility for the issuance of special event permits within their respective jurisdictions.

Allowing for administrative approval will streamline and make more efficient the procedures by which the City reviews and approves applications for liquor license renewals and transfer of ownership as well as applications for special events permits. The savings for the applicant on special events permits will be \$25 per day on the requested permit. There is no cost savings for the applicant on renewals or transfer of ownership.

If Council should consider allowing administrative approval, the following are a few guidelines allowing administrative approval:

For liquor license renewals and transfer of ownership:

- Timely submission of a complete application and the payment of all fees by the applicant.
- Referral of the application by the City Clerk to the police department for review and comment.
- For license transfers, whether the applicant satisfies the eligibility criteria set forth in CRS 12-47-307.
- The Clerk shall not approve an application where the police department has submitted a timely written objection to the Clerk concerning such action.

For special event permits:

- Timely submission of a complete application and the payment of all fees by the applicant.
- Referral of the application by the City Clerk to the police department for review and comment.
- Timely and proper posting of a conspicuous public notice of the proposed license and protest procedures at the location sought to be licensed.
- Application and applicant satisfies the eligibility criteria set forth in CRS 12-48-102 and 12-48-103
- There does not exist facts or information on the application, or as provided in referral comments or a protest against the license filed by the affected persons, illustrating sound or good cause to deny the application.
- The Clerk shall not approve an application where the police department has submitted a timely written objection to the Clerk concerning such action.

In the event the City Clerk cannot or will not approve the transfer or renewal of a license, or the issuance of a special event permit, then the Clerk shall automatically bring the application before the City Council acting as the local liquor licensing authority at the next regularly scheduled City Council meeting.

**Cost:**

There is no cost to the City.

**Alignment With Strategic Planning:**

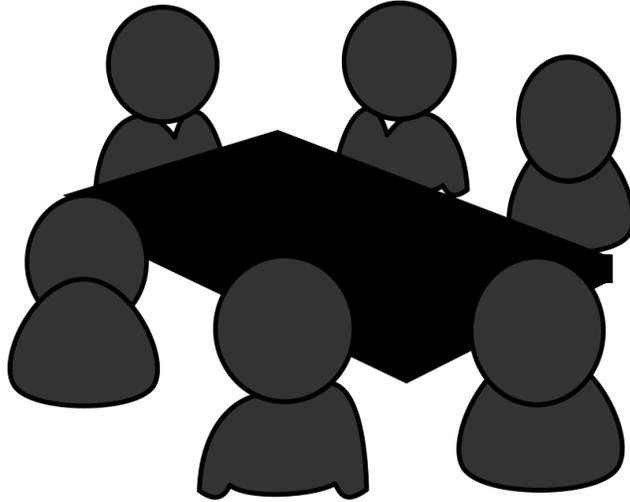
Per Delta Municipal Code 5.10.010 “the Delta City Council is hereby designated the local licensing authority for the purposes of exercising the duties and powers provided for in the Colorado Beer Code and the Colorado Liquor Code.”

**Actions To Be Taken if Approved:**

The Clerk will draft an ordinance that will amend the Delta Municipal Code to allow for administrative approval for liquor renewals, transfer of ownership and special events permits.

Item I:

**Discussion Regarding Consent Agendas**



**Items: J, K & L**

**Attorney Comments**



**City Manager Comments**



**Councilmember Comments**

