



Council may take formal action on any item appearing on this Agenda. However, formal action WILL NOT be taken at this meeting on any item of business first identified during the course of the meeting as a change to the Agenda, other business, or Citizen, Councilmember and Staff Comments.

A G E N D A

**Delta City Council
Regular Meeting**

**June 20, 2016
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Planning Commission Appointment**
- F. Public Hearing: Annexation of Niels Addition**
- G. Resolution #5, 2016; Findings of Fact of the Niels Addition Annexation**
- H. Ordinance #6, 2016; First Reading
Niels Addition**
- I. Ordinance #7, 2016; First Reading
Initial Zoning Niels Addition**
- J. Net Metering Policy**
- K. Booster Pump Station Project Award**
- L. Economic Development Incentive Policy**
- M. Volunteers of America Lease Agreement**
- N. KRW Contract Agreement**
- O. City Attorney Comments**
- P. City Manager Comments**
- Q. 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 Ron Austin, Christopher Ryan and Gerald Roberts, along with City Manager David Torgler and City Attorney David McConaughy. 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

The Clerk reported that the public hearing regarding a sales tax license can be removed.

Minutes

It was moved by Councilmember Roberts and seconded by Councilmember Ryan to approve the minutes of the May 17, 2016 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

There were none.

Presentation from Hannah Owens Regarding Youth Council

Hannah Owens, 705 1550 Road, presented Council with information regarding a Youth Council program. She stated that this would be a great program to let youth get involved in our community.

Delta County Volunteer Fire Department's Request for the Annual 4th of July Fireworks

The Clerk reported that the Delta County Volunteer Fire Department has submitted their annual request for a permit for the 4th of July Fireworks Show.

It was moved by Councilmember Roberts and seconded by Councilmember Austin to approve the request for a permit for the Annual 4th of July Fireworks Show. All in favor, motion carried.

Public Hearing: Tavern Liquor License; The Chicken Roost, LLC

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

The Clerk stated that the Chicken Roost, LLC dba the Chicken Roost has applied for a Tavern Liquor License. She stated that the following are the findings after review of the application:

- The owner of the Chicken Roost, LLC is Tammy Murray.
- Ms. Murray was subject to a criminal records check through the Colorado Bureau of Investigation and the results showed:
 - 4 arrests
- The location of the business is 420 Main Street in Delta, CO.

Regular Meeting, Delta City Council, June 7, 2016 (cont.)

Public Hearing: Tavern Liquor License; The Chicken Roost, LLC (cont.)

- There has not been a denial of an application for a Tavern Liquor 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.
- Within the corporate limits of the City of Delta, there are the following existing liquor outlets:
 - Beer and Wine 1
 - Club 1
 - Hotel & Restaurant 9
 - Retail Liquor Store 6
 - Tavern 3
 - 3.2% Beer Off Premises 4
 - 3.2% Beer On Premises 1

The Clerk also reported that the applicant has submitted a petition with approximately 63 signatures in favor of the proposed liquor store.

City Attorney David McConaughy cautioned Council to listen to Aaron Clay who is representing the applicant; however, not to express any opinions until after the public hearing.

Aaron Clay, representing The Chicken Roost, LLC, stated that Tammy Murray, the owner of The Chicken Roost, LLC does have background regarding DUIs. He stated that the last one was in 2010 and has had nothing since. He stated that she has learned her lesson and has not had any other issues.

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

Attorney McConaughy stated that Council does need to take into consideration good moral character. Staff does not have any recommendation regarding the approval. There is no technical reason this liquor license cannot be approved.

Mayor Sisson stated that she has been clean for 7 years.

Mr. Clay asked that the public hearing be reopened. He stated that Ms. Murray would have been present tonight; however, she had a graduation to attend out of state that was previously scheduled.

Regular Meeting, Delta City Council, June 7, 2016 (cont.)

Public Hearing: Tavern Liquor License; The Chicken Roost, LLC (cont.)

Councilmember Ryan commented on the occurrences of the arrests; however, there hasn't been anything for 7 years.

It was moved by Councilmember Austin and seconded by Councilmember Ryan to approve the Tavern Liquor License for The Chicken Roost, LLC located at 420 Main Street, Delta. All in favor, motion carried.

Street Closure Permit; Delta Area Chamber of Commerce

The Clerk reported that the Delta Area Chamber of Commerce has submitted an application for street closure. The application is to add 9th Street between Main and Grand Ave as well as Grand Ave between 8th and 10th Streets. This is to accommodate the float line up for the Deltarado Days' parade.

There was discussion on the time of the closure. Council recommended to closing the street from 7am to 11am to allow the floats to return to their starting location.

It was moved by Councilmember Austin and seconded by Councilmember Roberts to approve the Street Closure Permit for the Delta Area Chamber of Commerce. All in favor, motion carried.

**Ordinance #5, 2016; Second and Final Reading
Rezone of 618 & 620 Bridge Street**

Ordinance No. 5, 2016

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING THE ZONING DESIGNATION 618 and 620 BRIDGE
STREET FROM MHR TO I

was read by the Clerk.

It was moved by Councilmember Roberts and seconded by Councilmember Ryan to adopt Ordinance #5, 2016 on second and final reading. Roll call vote: Councilmembers Roberts, aye; Austin, aye; Ryan, aye; and Sisson, aye. Motion carried.

City Attorney Comments

There were none.

City Manager Comments

City Manager David Torgler stated that he will be out of the office June 17th thru June 20th. During his absence Tod DeZeeuw will be the Acting City Manager. He also stated that during his absence for the CML Conference Wilma Erven will be the Acting City Manager.

Regular Meeting, Delta City Council, June 7, 2016 (cont.)

City Manager Comments (cont.)

Mr. Torgler also reported on a meeting he attended with the regional city managers and CML.

Parks and Recreation Director Wilma Erven reported on the success of Heritage Days.

Community Development Director Glen Black updated Council on the upcoming River Restoration meeting.

Councilmember Comments

Councilmember Ryan commented on the Heritage Days.

Councilmember Austin is enjoying the tours around the city facilities. He has learned a lot about the various different aspects of the city.

Councilmember Roberts also commented on the tours.

Mayor Sisson complimented the staff at the recreation center on the success of Heritage Days.

Executive Session

It was moved by Councilmember Austin and seconded by Councilmember Roberts to convene an Executive Session for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions (pending litigation update) under CRS Section 24-6-402(4)(b) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e). All in favor, motion carried.

At 7:45 p.m., Mayor Sisson recessed the Regular Meeting and convened the Executive Session.

At 8:17 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 Ron Austin, Christopher Ryan and Gerald Roberts as well as City Manager David Torgler, City Attorney David McConaughy, Utilities Director Steve Glammeyer and Community Development Director 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.

The meeting was immediately adjourned.

Item D:

Citizen Comments



MEMO

To: Mayor and City Council
From: Jolene E. Nelson, City Clerk
Date: June 20, 2016
Subject: Planning Commission Board Applicant



Office of the City Clerk

Recommendation:

Staff is providing an application for the Planning Commission.

Background:

The Planning Commission currently has one vacancy. The term will expire in April of 2017. Staff previously advertised and listed on the city's website the vacancy. Mary Cooper submitted an application on June 7, 2016. Attached is her application.

Cost:

N/A

Alignment With Strategic Planning:

The City Charter Article IV (I) states: "There shall be a City Planning Commission consisting of seven members appointed by the Council who shall be qualified electors of the City."

Actions To Be Taken if Approved:

Council can either appoint the current applicant or direct staff to advertise for more applicants.



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

Board, Commission or Committee Application

Please return to: City of Delta, 360 Main Street, Delta, Colorado 81416

Name MARY COOPER Date 6-7-2016

Mailing Address 854 ISSUED

Street Address _____ Phone Number 970-216-6443

City Delta State CO Zip Code 81416

Occupation Retired / Resid on Delta

How many years (months) have you lived in the: City of Delta 27 ?
Delta County _____ ?

Board or Commission Applying for:
Planning Commission X
Delta Housing Authority _____
Golf Course Advisory Board _____
Other (please list) _____

How did you hear about this opening?
word of mouth / posted on web site

Please comment on why you desire to be appointed?
would like to keep finger on pulse of city

Have you ever been on a Board or Commission before? (If yes please describe)
Yes - 11+ years on council

Please explain the purpose of the Board or Commission you are applying for as you understand it.
A board to help make decisions regarding future growth and land use within the confines of the city limits.

Signature of Applicant

Page 2 for Planning Commission Applicants only:

In making appointments to the Planning Commission, the Delta City Council desires from each applicant, information relative to the following topics. Please complete this information to the best of your ability.

How do you feel growth in the City of Delta should be handled?

Growth should not be restricted but guided in the direction that makes sense for the City of Delta.

What are your feelings regarding land use controls?

It is a tool but not a hammer

How do you feel about Planning?

This is an important piece to be used for the overall good of the City of Delta.

Signature of Applicant



MEMO

To: City Council
From: Glen L. Black *GLB*
Date: June 20, 2016
Subject: Niels Addition – Annexation Hearing



Community Development

Recommendation: That City Council hold public hearing on the annexation of the Niels Addition.

Background: The applicant for the annexation of the Niels Addition requested and received a sewer tap for 2127 and 2125 Pioneer Road on July 31, 2015. The applicant also signed an annexation agreement at that time. The applicant is now following through with the commitment to annex to the City of Delta. Although this area is not an enclave, it is an area that staff would recommend be annexed into the City due to its location within the City. The City currently serves water, sewer and electricity to the property.

The notices have been mailed to the effected special districts and Delta County officials. The public notice was published in the paper as required by Colorado State Statute. The annexation impact is not required because the area to be annexed is less than 10 acres.

Cost: Publication and mailing costs.

Alignment With Strategic Planning: The Comprehensive Master Plan future land use map shows this area within the City Limits of Delta.

Actions To Be Taken if Approved: Adopt Resolution 5, 2016 Findings of Fact Niels Addition and pass Ordinance 6, 2016 on first reading annexing the Niels Addition.

Resolution #5, 2016

A RESOLUTION OF THE CITY OF DELTA, COLORADO,
SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS WITH
RESPECT TO THE ANNEXATION OF THE NIELS ADDITION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO,
as follows:

The City Council hereby sets forth its findings of fact and conclusions based thereon with respect to the annexation of the Niels Addition, based on the evidence contained in the official file, the official records of the City of Delta, Colorado, and the evidence produced at the Hearing held on June 20, 2016.

FINDINGS OF FACT

1. The requirements of the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. have been met, including the following:

A. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City as can be seen from the annexation map.

B. A community of interest exists between the area proposed to be annexed and the City due to the proximity of the area to the City, the desires of the owners to annex and the existing City services in the area.

C. The area is already substantially integrated with, and is capable of being fully integrated with the City.

D. It is practical to extend the City services to the area on the same terms and conditions on which services are available to City citizens generally.

E. No land held in identical ownership has been divided into separate parts without the petition or consent of the owner. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality.

F. This annexation will not result in any detachment of area from the Delta County School District No. 50. No part of the area to be annexed extends any more than three miles from the existing City boundaries. The City has in place a plan for that area as required by C.R.S 31-12-105.

G. The entire width of any streets to be annexed is included within the annexation.

H. Access shall be allowed to annexed portions of the street to the owners of unincorporated property adjoining annexed streets on a reasonable basis.

2. No Petition for Annexation Election has been submitted and an election is not required pursuant to C.R.S. 31-12-107(2).

3. No additional terms and conditions are recommended.
4. The Petition was signed by or on behalf of the landowners of 100% of the property to be annexed, exclusive of streets and alleys.
5. Proper notice of this hearing was published and mailed as required by C.R.S. 31-12-108.
6. The Annexation Impact Report is not required by State Statute.
7. Notices were mailed as required by CRS 31-12- 105(1)(e.3) and no subsequent requests for annexation were received.

CONCLUSIONS

1. The area proposed for annexation as the Niels Addition is eligible for annexation pursuant to applicable parts of C.R.S 31-12-104.
2. None of the limitations of C.R.S. 31-12-105 apply to restrict annexation.
3. Said Addition may be annexed by Ordinance pursuant to C.R.S. 31-12-111, without election.

ADOPTED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

Ordinance No. 6, 2016

AN ORDINANCE OF THE CITY OF DELTA, COLORADO FOR
THE ANNEXATION OF THE NIELS ADDITION

WHEREAS, a petition for the annexation of a tract of land known as the Niels Addition has been submitted to the City of Delta, Colorado, and has been found by the City Council to be in substantial compliance with C.R.S. 31-12-107(1); and

WHEREAS, all applicable requirements of the City Code and Charter have been fulfilled; and

WHEREAS, said petition has been signed by or on behalf of 100% of the landowners, exclusive of streets and alleys, included within the Addition; and

WHEREAS, the property is eligible for annexation in accordance with the Municipal Annexation Act of 1965, as amended;

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

Section 1. The property known as the Niels Addition, as referenced on Exhibit "A" attached hereto, is hereby annexed to the City of Delta, Colorado.

Adopted on first reading and ordered published this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

Adopted on second reading and final reading and ordered published this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

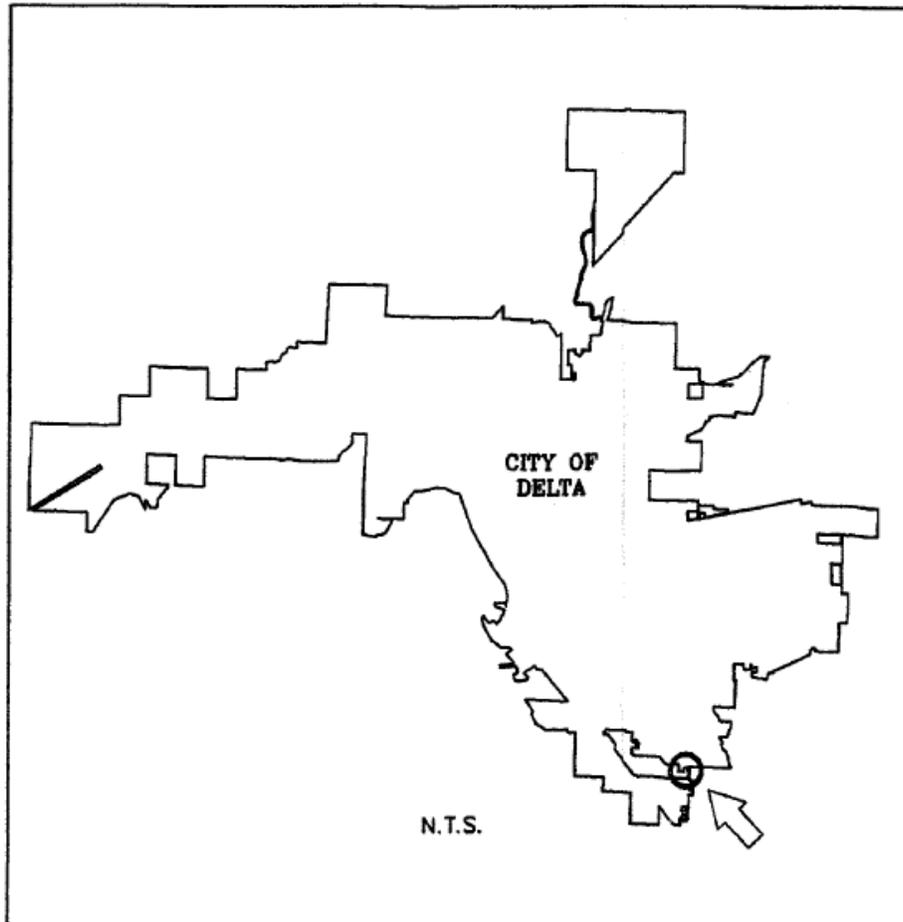
EXHIBIT A

That certain parcel of land known as Parcel A of Exemption No. 1545, according to the plat thereof, recorded April 8, 1992 under Reception No. 459003 of the Delta County, Colorado Real Estate Records, said Parcel A located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, T 15 S, R 95 W, 6th Principal Meridian described as follows:

Beginning at the Southwest corner of said Parcel A which is an angle point in the boundary line of the South Garnet Addition to the City of Delta, Colorado whence the quarter section corner common to Section 25 of T 15 S, R 96 W, 6th Principal Meridian and said Section 30 bears S 79° 09' 48" W, 3848.64 feet; thence on the boundary lines of said Parcel A which are common with the said boundary line of the South Garnet Addition the following four courses: N 01° 43' 16" E, 176.75 feet; S 87° 59' 35" E, 194.00 feet; S 01° 43' 16" W, 176.75 feet; and N 87° 59' 35" W, 10 feet thence continuing on the South line of said Parcel A N 87° 59' 35" W 184.00 feet to the point of beginning.

County of Delta,
State of Colorado

VICINITY MAP



MEMO

To: City Council
From: Glen L. Black *GLB*
Date: June 20, 2016
Subject: Niels Addition – Zoning Ordinance 7, 2016



Community Development

Recommendation: That City Council considers the Planning Commission's recommendation of R-3 for the initial zoning of the Niels Addition.

Background: The Planning Commission held a public hearing on the zoning for the Niels Addition on June 6, 2016. The Planning Commission determined that the proposed zoning is not adverse to the public, health and welfare and that the proposed zoning is consistent with the current use of the property. There are currently six units on the property.

Cost: Publication costs.

Alignment With Strategic Planning: The Comprehensive Master Plan future land use map shows this area zoned as high density residential R-2, R-3 and R-4.

Actions To Be Taken if Approved: Pass Ordinance 6, 2016 on first reading zoning the Niels Addition as R-3.

Ordinance No.7, 2016

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
PROVIDING INITIAL ZONING FOR THE NIELS ADDITION

WHEREAS, the Planning Commission has recommended the zoning set out below following a notice and a hearing; and

WHEREAS, such zoning is consistent with the City's Master Plan and the public health, safety and welfare;

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

Upon final passage of Ordinance 6, 2016, authorizing annexation of the Niels Addition, the Official Zoning Map of the City shall be amended to zone the Niels Addition, according to the official Annexation Map thereof recorded in the Delta County Records, as a R-3 District.

ADOPTED on first reading and ordered published this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

ADOPTED on second and final reading and ordered published this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk



MEMO

To: City Council
From: Steve Glammeyer, Utilities/Public Works Director
Date: June 20, 2016
Subject: Renewable Energy Policy allowing for Net Metering

Recommendation

It is recommended that the Council adopt the attached amended renewable energy policy allowing for net metering.

Background

Council adopted a new metering policy in June of 2011. Since then, changes have been adopted by the City purchase power provider that need to be incorporated into the current policy. Staff has incorporated those changes into the policy you have before you tonight. The most significant change is the requirement that the generator pay a portion of the newly instituted fixed cost recovery charge which was established to collect for lost kWh revenue from self-generators. Additionally, staff is now required to install separate metering to accurately account for the generation. Therefore, staff is requiring the self-generator to pay the City's cost for purchase and installation of the equipment. The final change is that the City will apply the credits for generated power annually in March rather than annually in October.

Cost

There is no cost to the City.

Alignment with Strategic Planning

There is no clear document governing this type of policy.

Action to be Taken if Approved

Staff will implement the policy as new projects are installed.

City of Delta Renewable Energy Policy-Net Metering

1. Applicable General Requirements. Before connecting any type of equipment that generates electricity on his, her or its side of an electric utility meter, a consumer of electricity who is connected to the City's electricity supply system (hereinafter referred to as "the Customer" or "Customer-Generator") must submit a completed form of City of Delta Agreement for Interconnection and Parallel Operation of Small Customer-Generation System ("the Agreement"). This requirement shall not apply to private emergency generation and off-grid renewable systems which are defined to be any form of electricity generation that does not connect to the City's electric system and has adequate transfer switch that conforms to the National Electric Code.

The form of the Agreement referenced above shall be furnished by the City, completed by the Customer, and submitted to the City Utilities Department for review. If the Agreement is accepted upon such review, MEAN (Municipal Energy Association of Nebraska) will be notified of the additional renewable source and the Customer will be so notified and may thereafter construct the desired private Customer-Generation system ("CG System"), but may not connect the same to the City electric system until the Customer has subsequently received a final written authorization to connect. It shall be the Customer's obligation to furnish the City with a written request for authorization to connect a CG system to the City system whenever the Customer is ready to complete the connection. The City may thereafter perform its own inspection to determine the Customer's compliance with all aspects of the Agreement and will endeavour to respond to the Customer's written request for final authorization to connect within 30 days after receipt of the same. If, the request is denied, the City will provide to the Customer a written explanation of any reasons or deficiencies supporting its denial.

Connection to the City electric system of any CG System that does not fully comply with the requirements of this policy or with terms of the Agreement will result in discontinuance of City electric service.

2. Monthly Excess Generation. If a Customer-Generator generates electricity in excess of monthly consumption of electricity supplied and billed by the City, all such excess electrical energy, expressed in kilowatt-hours, shall be carried forward from month to month and credited at a ratio of one to one against said Customer-Generator's actual electrical energy consumption, expressed in kilowatt-hours, in subsequent months. In the event there is an annual kilowatt-hour credit for electricity generated from March 1st. to February 28(29)th, the credit will be calculated and paid bringing balance to zero. The annual credited rate will be determined by the City's current avoided cost rate (wholesale rate less the cost for transmission and distribution) which will be updated annually in October. Any excess electricity generation credit on the Customer-Generator's account at the time of his/her/its termination of electric utility service from the City shall be forfeited and shall not be compensable by the City in any manner.

3. Monthly customer charge. For Net Metering Customers, most of the fixed costs for the utility's electric distribution system has been placed into the monthly customer charge and removed from the kWh charge. Unlike a customer who only consumes electricity, a self generating customer uses the electrical distribution system in two ways: drawing power from the grid and putting power back onto the grid. If charges designed to collect for the utilities fixed costs were left in the kWh charge for a self generating customer, and that customer generated as much or more electricity over the year than they consumed, it would result in under collecting for their share of the electric distribution system costs. Since the City of Delta Municipal Light and Power is a customer owned utility, this would result in other customers having to subsidize this usage. The Distribution Network Charge rate structure is designed to help eliminate this unintended cross subsidization.

On and proceeding January 1, 2017, a Distribution Network Charge shall be applied to the monthly bill of Net Metering Customers. The said charge shall be equal to the maximum monthly output of the CG system based on the highest 15 minute rolling interval. The charge will be calculated every year in October and based on the projected impact of the CG systems to the City's fixed cost recovery charge, charged by MEAN, minus the percentage already paid with customer base charge. In accordance with City of Delta Code, Title 13, Section 04.260.

4. Maximum Limits. The following maximum limits will apply, without exceptions, to the monthly excess generation provisions of this policy:

A. Residential Customer-Generator's may generate electricity subject to this net metering policy up to 10 kilowatts.

B. Commercial or industrial Customer-Generator's may generate electricity subject to this net metering policy up to 25 kilowatts.

**CITY OF DELTA AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION
OF CUSTOMER GENERATION SYSTEM**

This Agreement is made and entered this _____ day of _____, 20_____, by and between the City of Delta, Colorado (“the City”) and _____, _____ (“the Customer”).

	CUSTOMER INFORMATION	SYSTEM INSTALLER INFO Recommended: State Licensed Electrician
NAME		
ADDRESS		
PHONE NUMBER		
UTILITY ACCT#		

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Scope and Purpose of Agreement

This Agreement describes the conditions under which the City of Delta and the Customer agree that the Customer Renewable Generation system described in Exhibit A (“CG System”) may be interconnected to and operated in parallel with the City’s electric distribution system. The following exhibits are incorporated and made a part of this Agreement:

Exhibit A: Description of Customer’s CG System

- Manufacturer’s data and specifications for all equipment (must be UL listed) including test ports, voltages, wire size
- A wiring diagram detailing all connections to your service and proposed location of equipment on structure.
- A brief statement outlining the operation of the equipment
- Manufacturer maintenance schedule, warranty and expected life of equipment
- A phone number for technical questions for installation
- Installation of cost and payback analysis.

Terms and Termination

The term of this Agreement begins on the date first set forth above (regardless of the date that the Customer is authorized to connect the CG System pursuant to Section 6 below) and continues until terminated by either party pursuant to the provisions of this Agreement.

Either party may terminate this Agreement at any time by providing 30 days written notice to the other party.

The City of Delta may terminate this Agreement at any time for violation of this Agreement or its related policies upon written notice to the Customer.

This Agreement will extend to any new owner(s) upon the sale of the Customer’s premises.

The Applicant agrees to pay a onetime fee for the additional meter needed for the proper metering of the CG’s output.

The owner of the CG system agrees to the monthly Distribution Network Charge as described in the City of Delta Renewable Energy Policy-Net Metering

At the time of termination of this Agreement for any reason, the City of Delta may perform lock out procedures to disconnect the Customer's CG System from the City's electric system.

Summary and Description of Customer's CG System to be Included in Exhibit A

The Customer's CG System is a self-contained electric generation system including any direct current disconnect apparatus, alternating current disconnect/lockout, over-current protective device, and all related electrical equipment upstream of the over-current protective device, as set forth on Exhibit A. The CG System begins and continues upstream towards the distributed generation from the over-current protective device on the Customer's premises. However, the meter socket and related electrical connects are part of the CG System and are the responsibility of the Customer (i.e., all equipment from the service entrance except the meter's is Customer equipment).

Capacity of the CG System may not exceed 10 kW for residential and 25kW for commercial.

The rated capacity of the CG System is _____ kW.

The expected date of initial operation of the CG System is _____.

Installation and Permitting

The Customer and the CG System must comply with all applicable provisions of the current National Electric Code (NEC), UL and IEEE requirements, including, but not limited to: UL 1741 – Inverters, Converters, and Controllers for Use in Independent Power Systems; IEEE Standard 1547

The Customer, or the Customer's contractor, must construct the CG System as specified in Exhibit A.

The Customer shall bear all expenses for any additional equipment required to connect the CG System to the City's electric system, including the new meters and additional meter base on the A/C production side of the CG.

The Customer, at the Customer's expense, must obtain all necessary electrical permits for installation of the CG System and obtain and maintain any government authorizations or permits required for the operation of the CG System. The Customer must reimburse the City of Delta for any and all losses, damages, claims, penalties, or liability the City of Delta incurs as a result of the Customer's failure to obtain or to maintain any governmental authorizations and permits required for construction and operation of the Customer's CG System.

Warranty is Neither Expressed nor Implied

The City's inspection and approval, if any, of the CG System is solely for the City's benefit and does not constitute a warranty, express or implied, to either the Customer or any third party regarding the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer, or leased by the Customer from third parties, including without limitation the CG System and any structures, wires, appliances, or devices appurtenant thereto.

Indemnity and Liability

The Customer releases and agrees to indemnify, defend, and hold harmless the City, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person, or loss of or damage to any property, arising, in any manner, from the Customer's activities, actions, omissions, or equipment failures under this Agreement.

Nothing in this Agreement shall be construed as a waiver by the City of Delta of any rights, immunities, privileges, monetary limitations to judgments, and defenses available to the City of Delta under common law or under the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S.

Location of CG System

The CG System will be installed at the Customer's premises located at _____ in the physical location specified or depicted in the attached Exhibit A. The Customer shall not relocate and connect the CG System on other premises or at any other physical location without the City's prior written consent, and if given, this Agreement shall be deemed amended to allow for connection at the alternate location. In the event that such consent is given, any relocation and installation of the CG System will be at the Customer's sole expense.

Metering

The City of Delta will install, at the Customer's expense, a metering system at the Customer's premises at a level of accuracy that meets all applicable standards, regulations, and statutes in order to meter the generation and usage in and out. This system will be suited for the selected electrical rate class chosen by the customer.

Disconnect Device

A safety disconnect switch shall be installed that is visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.

Billing

Billing will be done in accordance with and subject to the City's current billing policy.

Access to Premises

The City of Delta shall have access to the Customer's property during normal business hours to conduct any investigation or inspection of the Customer's CG System and connection to the City's electric distribution system. In case of an emergency, the City shall have access to the Customer's property at any time for inspection or investigation of Customer's CG System and/or the City's electric distribution

system.

Maintenance of Equipment; Safety

The Customer, at the Customer's sole cost and expense, will install, operate, and maintain the CG System, including, but not limited to, all over-current protective equipment, in a safe and prudent manner and in conformance with all applicable laws, codes, and regulations, including, but not limited to, those contained in Section 3 above. The Customer must retain all records for such maintenance. These records must be available to the City of Delta for inspection at all reasonable times.

Interruption or Reduction of Deliveries; Disconnect

The City of Delta may require the Customer to interrupt or reduce deliveries: (1) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the City's equipment or part of its electric system; or (2) if the City of Delta determined that curtailment, interruption, or reduction is necessary because of emergencies or compliance with good electrical practices as determined by the City of Delta. To the extent reasonably practicable, the City of Delta shall give the Customer notice of possible interruption or reduction of deliveries.

Notwithstanding any other provision of this Agreement, if at any time the City of Delta determines that the Customer's CG System may endanger City of Delta personnel, or that the continued operation of the Customer's CGS system may endanger the integrity of the City's electrical system, the City of Delta shall have the right to disconnect the Customer's CG System from the City's electrical system. The Customer's CG System shall remain disconnected until such time as the City of Delta is satisfied that the condition(s) that caused the problems have been corrected.

Force Majeure

Neither party will be liable for delays in performing its obligations to the extent that the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including but not limited to, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbances.

Compliance with Ordinances and Regulations

The Customer shall perform all obligations under this Agreement in strict compliance with all applicable federal, state, and City of Delta laws, rules, statutes, charter provisions, ordinances and policies.

Miscellaneous

The provisions of this Agreement with respect to indemnification and liability will survive the termination of this Agreement.

This Agreement, together with its attachments, constitutes the entire agreement between the parties and supersedes all previous written or oral communications, understandings, and agreements between the parties unless specifically stated otherwise within this Agreement. This Agreement may only be amended by a written agreement signed by both parties.

Power output control system shall automatically disconnect from Utility source upon loss of Utility voltage and not reconnect until Utility voltage has been restored by the Utility.

- The Generating Facility shall meet the applicable IEEE standards concerning impacts to the Distribution System with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.

Acknowledgements Regarding Agreement

By signing below, the Customer acknowledges understanding of the terms of this Agreement and that the Customer may not connect the CG System to the City’s electric system until the City has provided final written authorization for such connection. Unauthorized connections will result in termination of City electric service to the Customer’s premises.

In witness whereof, the parties have executed this Agreement as of the date first above written.

City of Delta, Colorado

By: _____

Title: _____

Customer:

By: _____

Print Name, and also title if applicable:

Exhibit A

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation

Resources between the City of Delta and _____

Dated _____, 20_____.

- The Rated Capacity of the CG system is _____ KW.
- Fuel Type of CG system is _____ (examples include hydro, solar, wind, ext.)
- Estimated total electrical A/C output in kwh per Month.
 - January _____
 - February _____
 - March _____
 - April _____
 - May _____
 - June _____
 - July _____
 - August _____
 - September _____
 - October _____
 - November _____
 - December _____
- Estimated amount of A/C energy in kwh to be produced in excess of customer's load per Month.
 - January _____
 - February _____
 - March _____
 - April _____
 - May _____
 - June _____
 - July _____
 - August _____
 - September _____
 - October _____
 - November _____
 - December _____

<Insert description of CG System>

Exhibit B

To the Agreement for Interconnection and Parallel Operation of Small Distributed Generation Resources
between the City of Delta and _____ dated
_____, 20__.

Section A:

Authorization

The CG System may be connected to the City of Delta electric system The CG System has been inspected, tested and MEAN has been notified of interconnection. The Customer is authorized to connect the CG System to the City of Delta electric system.

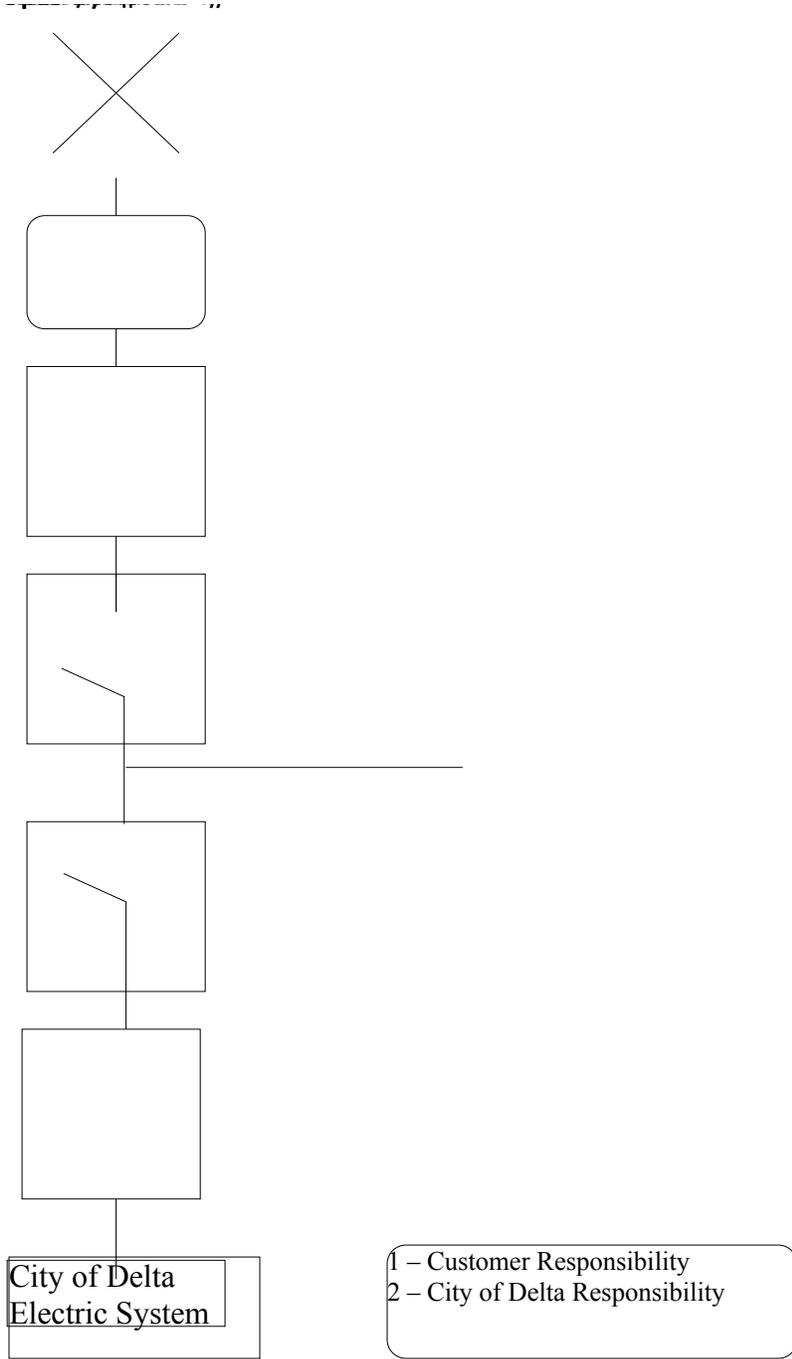
Signed by:

Printed Name _____

Printed Title: _____

Date: _____

Sample One-Line Diagram of CG system



MEMO

To: City Council
From: Steve Glammeyer, P.E., Utilities/Public Works Director
Date: June 20, 2016
Subject: Booster Pump Station Project



Utilities/Public Works Department

Recommendation:

Staff recommends awarding the second phase of the water booster pump station project to Wells Excavation and Farming, LLC.

Background:

During the 2016 budget process, staff budgeted for a water booster pump station project to be located near 13th and Pioneer Road on Garnet Mesa. Staff applied for, and successfully received, a grant to help fund 50% of the project. The second phase of the project is to construct the booster pump station and building along with a new 16" water pipeline from the 3MG Tank to the pump station. Staff solicited bids from qualified contractors and received four bids for this phase (see attached). The low bid for the second phase of the project is \$270,268.50. Staff also needs to procure the 16" water pipeline material for this project. The total budget for all phases of the project is \$430,000. Staff would like to include a 15% contingency to the construction project as we are unsure where and at what elevation the existing pipelines are and this may require additional piping and fittings to make the connections. Therefore, staff is requesting award of the project to Wells Excavation and Farming, LLC. in an amount not to exceed \$310,808.78.

Cost:

This construction phase is \$310,808.78 including the 15% contingency.

Alignment With Strategic Planning:

This project is identified in the 2008 water master plan as a critical project for sustained water supply should we lose the feed from Project 7.

Actions To Be Taken if Approved:

Staff will sign contracts with Wells Excavation and Farming, LLC and issue a notice to proceed.

2016 Booster Pump Station Project

BID FORM

Contractor will use the plans, and specifications to determine a lump sum price for the building and the pump station. The water line construction will be outlined in the mandatory pre bid walk-through. A parts list including manufacturer, specs, size, and quantity will be required in the bid submittal for the pump station components to verify against plans and specifications.

CATEGORY OF WORK	UNIT	TOTAL (\$)
Booster Pump Station	LS	96,022.00
Booster Pump Station Building	LS	71,390.50
New 16" Water Line (3MG Tank): Excavation, Installation and Backfill (Material Provided by City)	LS	102,856.00
PROJECT GRAND TOTAL	-	270,268.50

2016 Booster Pump Station Project

BID FORM

Contractor will use the plans, and specifications to determine a lump sum price for the building and the pump station. The water line construction will be outlined in the mandatory pre bid walk-through. A parts list including manufacturer, specs, size, and quantity will be required in the bid submittal for the pump station components to verify against plans and specifications.

CATEGORY OF WORK	UNIT	TOTAL (\$)
Booster Pump Station	LS	171,580.00
Booster Pump Station Building	LS	88,635.00
New 16" Water Line (3MG Tank): Excavation, Installation and Backfill (Material Provided by City)	LS	33,950.00
PROJECT GRAND TOTAL	-	294,165.00

2016 Booster Pump Station Project

BID FORM

Contractor will use the plans, and specifications to determine a lump sum price for the building and the pump station. The water line construction will be outlined in the mandatory pre bid walk-through. A parts list including manufacturer, specs, size, and quantity will be required in the bid submittal for the pump station components to verify against plans and specifications.

CATEGORY OF WORK	UNIT	TOTAL (\$)
Booster Pump Station	LS	\$194,996.00
Booster Pump Station Building	LS	\$139,938.00
New 16" Water Line (3MG Tank): Excavation, Installation and Backfill (Material Provided by City)	LS	\$95,410.00
PROJECT GRAND TOTAL	-	\$430,344.00

2016 Booster Pump Station Project

BID FORM

Contractor will use the plans, and specifications to determine a lump sum price for the building and the pump station. The water line construction will be outlined in the mandatory pre bid walk-through. A parts list including manufacturer, specs, size, and quantity will be required in the bid submittal for the pump station components to verify against plans and specifications.

CATEGORY OF WORK	UNIT	TOTAL (\$)
Booster Pump Station	LS	140,471.00
Booster Pump Station Building	LS	148,871.00
New 16" Water Line (3MG Tank): Excavation, Installation and Backfill (Material Provided by City)	LS	109,500.00
PROJECT GRAND TOTAL	-	\$ 398,842.00



June 3, 2016

TO: Mayor and City Councilmembers

FROM: David Torgler, City Manager

RE: Consideration to adopt an Economic Development Incentive Policy

Recommendation: Consider adoption of an Economic Development Incentive Policy to encourage new or expanding business development, on a case-by-case basis, to qualifying businesses that are interested in locating or expanding in the City.

Background: Economic incentive best management practices have been studied by the Government Finance Officers Association or GFOA which has identified: *Economic development incentives, non-financial and financial, include a broad range of tools, ranging from expedited planning and permitting processes to direct or indirect funding. Jurisdictions often use these incentives to pursue specific economic goals such as tax base diversification, job creation, or business retention and expansion. Incentives are usually set by federal, state, or local law or practice.*

The use of financial incentives to benefit private parties, especially those that involve the transfer of public funds to private parties, introduces risk factors not generally present in other public financial management areas. For this reason, economic incentives must be based on a policy that establishes parameters for their appropriate use in relation to the economic development goals of the jurisdiction.

Based upon its analysis the GFOA recommends that municipalities considering the use of economic development incentives create a policy or appropriate parameters in order to provide economic incentives that meet that municipality's goals and objectives, such as job creation, business retention and business expansion.

Borrowing from economic incentive policies used in other Colorado municipalities and working with Delta County officials and DCED, city staff has drafted an incentive policy that provides businesses with an opportunity to recover privately invested dollars when that business makes considerable investment in plant, equipment, building, operational, and/or when job creation/retention provides wages at or above the 80th percentile for wages paid in Delta

County. The recovered dollars are proposed to come from fees and/or taxes generated by that businesses investment in the City that have generated new revenues to the City and/or new jobs and do not exceed the City's direct out-of-pocket costs.

Cost: The cost for implementation of this policy will be staff time when proposals are made for staff reviews and recommendations. According to the draft ELIGIBILITY REQUIREMENTS (page 1) the cost of providing actual incentive donations (by the City to the business) is based on capital business improvements and/or the addition of good paying jobs created within a specific period of time so the cost will vary in accordance with each reimbursement agreement that is approved by the City Council. Per the draft policy, PROCESS (page 3), the City Council will ultimately decide whether an incentive agreement is acceptable as it is proposed that a formal agreement will be drafted by the City Attorney for formal approval by the City Council.

Actions to be taken: Direct staff to make any necessary revisions to this draft policy and to prepare an adopting Resolution; or, advise staff not to proceed with development of this policy.



ECONOMIC INCENTIVE
POLICY

ADOPTED: _____

CITY OF DELTA
360 Main Street
Delta, Colorado 81416

www.cityofdelta.net

CITY OF DELTA, COLORADO

ECONOMIC DEVELOPMENT INCENTIVE POLICY for RECRUITMENT, EXPANSION AND RETENTION OF DELTA COUNTY BUSINESSES

POLICY

The City of Delta, Colorado, is committed to encouraging new or existing business expansion in the areas of retail, commercial, agricultural and light industrial/manufacturing that will bring quality economic growth to our community. The City also supports pursuing commercial/industrial growth that compliments existing businesses. The City desires to improve its tax base, improve property values, provide new item and service availability for its citizens and expand job growth that will sustain long-term economic success and provide beneficial returns to Delta and its citizens.

In an effort to encourage new or expanding business development, the City of Delta may offer incentives, on a case-by-case basis, to qualifying businesses that are interested in locating in Delta. Existing business retention is extremely important to the City of Delta and thus the City is committed to supporting current businesses. The City will work with business owners who are considering expanding facilities and/or workforce and intend to remain or build in the City of Delta.

To achieve the above stated economic growth and work with private business owners the City of Delta has established the following policy guidelines.

ELIGIBILITY REQUIREMENTS (Meet any or all the following)

1. The business must make a considerable investment in plant, equipment, building, operational, and/or employees during the calendar year in which a proposal is made for incentives.
2. The business must create/retain qualifying jobs with an overall annual wage that is at or above eighty percent (80%) of the overall Delta County average annual wage rate of all commercial/industries.
3. The business must be willing to provide an economic impact analysis that estimates the total economic benefits to Delta and the incentive payback period. To be eligible for incentives, the payback period must be within a defined period of time not to exceed five years.
4. The business must provide on-going company information for monitoring purposes. (All company information will be held in strict confidence.) Upon incentive approval by the Delta City Council, the company will be required to enter into an agreement with the City of Delta guaranteeing that mutually agreed to investment/jobs will be created within a specific period of time. If the company is unable to reach guaranteed levels, the City of Delta will have the ability to recover payments on either a full or pro-rated basis or not provide refunds where applicable.

5. The City Council reserves the right to consider additional eligibility requirements not listed herein. A business/company that does not otherwise meet eligibility requirements may request to be considered eligible for consideration for incentives through a formal request to the City Council prior to a potential proposal being processed. The City Council reserves the right to refuse such request.

INCENTIVES

If the proposal is determined to be eligible the following incentives shall be available, on a case-by-case basis and no previous approval of an incentive is the basis for any future approval. The City Council reserves all rights to approve or disapprove any proposal for any reason deemed necessary by the Council.

Development/Building Permit Fees

The following fees may be refunded back to the business through a donation from the City Council: building permit fees, development fees, impact fees.

- a. Building fees that do not exceed fees required.
- b. Development Fees including but not limited to any off-site improvement requirements, park, school, etc. fees that are established at the time by the City of Delta.
- c. The City of Delta reserves the right to provide relief on infrastructure requirements on a case-by-case basis, and will actively apply for federal and state grant dollars to encourage high quality investment and job creation as appropriate. A reimbursement agreement may also be entered into at the discretion of the City per negotiated terms.

Taxes

Use Tax:

Up to fifty percent (50%) of use tax due to the City of Delta may be donated to the owner(s).

Sales Tax:

Up to fifty percent (50%) of sales tax collected for the City of Delta from "new revenues" generated by the qualifying new/expanded business may be donated back to a qualifying company for up to four (4) years.

Tax District Creation:

The City is willing to consider creation of special taxing district(s) within the City to assist primarily in the bonding for public improvements.

Utility fees

The City is a provider of electric, water and sanitary sewer utilities. When a business is connected to a City owned utility the business may be eligible for a donation from the City up to fifty percent (50%) of the profit generated through that businesses utility use.

PROCESS

First, it is recommended that the business/company work with Delta County Economic Development (DCED) throughout this proposal process (visit [DCED's](#) website for more information). DCED will assist in coordinating meetings and proposal(s). Second, a meeting with the City Manager, or their designee, is required to determine initial eligibility and feasibility. If it is determined that this incentive policy may apply the City Manager, or their designee, shall direct the business/company to prepare a proposal to include at a minimum:

- Eligibility Status/Requirements met
- Incentive(s) requested
- Economic Impact Analysis
- Monitoring Process

Third, the proposal, with recommendations from the City Manager are forwarded to the City Council for consideration with direction to prepare (or not) a formal agreement.

Following direction by the City Council, the City Manager shall inform the proposer of the decision, and if any incentive(s) are acceptable to the City Council a formal agreement shall be drafted by the City Attorney for formal approval by the City Council.

CONTACT

For more information, contact:

- Delta County Economic Development at 970-874-4992 or
- City Manager, City of Delta, at 970-874-7566.



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

June 20, 2016

TO: Mayor and City Council
FROM: Matt Hirschinger, Administrative Intern
RE: Amendments to Volunteers of America Agreement

Recommendation: Consider approval of amendments to the City's agreement with VOA concerning their use of the Community Center. The amendments include changing the annual renewal date to coincide with the approval of the amendments, to reduce the fee from \$500 to \$250 monthly due to fewer hours and less utility usage, and transfer of the kitchen management to the Senior Center.

Background: In April we received a letter from the Volunteers of America, stating their intent to no longer use the kitchen at the Delta Community Center to prepare meals for their clients. The reason stated was that they were in the process of acquiring a new kitchen where they could prepare their meals. They were still interested in serving meals at the Community Center, as their clients are familiar with the Community Center, and it has more space to provide the meals. However, they wanted to renegotiate their contract with us to account for their fewer hours, and lower utility usage.

After working with the VOA, and researching our current agreement, three changes are needed. The first is to change their annual renewal date to reflect the start of the contract under the new amendments. Instead of renewing their contract in October, it will be July of each year. The second change is the monthly fee they pay. Whereas before they were paying \$500 monthly, they will now pay \$250. The final change is management of the kitchen. The VOA has been responsible for the kitchen area, which will be transferred to the Senior Center.

The alternative is to allow their contract to expire. According to our agreement, the contract can be unilaterally terminated with 90 days notice. As their original letter to us is dated April 6, 2016, the 90 day period ends July 5.

Cost: If adopted, the cost will be \$250 monthly in reduced fees for the remainder of the year, which will total \$1,500. Next year, the total cost will be \$3,000 less than projected. However, the alternative of ending our agreement with VOA will cost the City twice as much in reduced fees.

Actions to be taken: Direct staff to approve the agreement with VOA as proposed, or offer revisions to the amendments to be negotiated with VOA.

Senior CommUnity Meals

City of Delta
360 Main St.
Delta, CO 81416

May 13th, 2016

Dear Delta City Council,

We would like to thank the City of Delta for its patience and continued support of the Senior CommUnity Meals program since its inception in 2009. For those who remember, Volunteers of America was willing to trial the program with the support of the communities that it served. Together, we have made it more than 6 years. It hasn't always been an easy/popular road we have been on.

Our commitment, at the time we took the program over, was to make changes that would affect the efficiency and effectiveness of the program and set it up for long-term sustainability. We are happy to say that we have recently made a change that will do just that.

As of July 1st, 2016 Senior CommUnity Meals will have a commercial kitchen located directly across from Wal-Mart in Delta. This kitchen will serve as a hub for the towns of Olathe, Delta and Cedaredge.

What this means to the Town of Cedaredge is that we will no longer be cooking meals in your Senior Center kitchen. We would like to continue serving the meals at the center if an amicable plan can be agreed upon by Volunteers of America and the City of Delta. In the event that we can serve meals at the current site from this commercial kitchen, we would want to re-negotiate the current fees we pay as part of our agreement (Since we would no longer be preparing meals in the kitchen). We would be willing to sit down with your representative and have a discussion as to what we can do to meet our mutual goals.

This letter shall serve as notice that we will not be renewing the current site use agreement as of June 30th, 2016. Please contact me at 970-835-2670 so that we may meet and discuss terms of a new agreement.

Sincerely,



Alfred Shonk, Executive Director
Volunteers of America
Senior CommUnity Meals
11407 Highway 65
Eckert, CO 81418
970-835-2672
719-229-6341 (cell)

SITE USE AGREEMENT AND SENIOR COMMUNITY MEALS

This agreement, made and entered into this 20th day June, 2016, by and between the City of Delta, a Colorado municipality of P. O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "Owner") and VOANS (Volunteers of America National Services) Senior Community Meals, Inc. of 11407 Highway 65, Eckert, CO 81418 (hereinafter referred to as "User"). Is to witness:

Recitals

Owner has agreed to permit User access to, and use of, certain kitchen, dining and restroom space and facilities within the public building generally known as the Delta Community Center for operation of User's nutrition programs and dining services for senior citizens of Delta, Colorado. The particular arrangements agreed upon by the parties are set forth below.

Agreement

1. Premises. For good and valuable consideration, and on the following specific terms and conditions, User shall have rights to use certain spaces or areas in Owner's building known as the Delta Community Center located on 247 Meeker Street in Delta, Colorado, which spaces or areas are more particularly described as being the office/storage area, dining room, and dishwasher in the Delta Community Center (but excluding any part of the "Travis/Hansen House"), together with all fixtures and appurtenances thereto and also together with all tools and other items as Owner may choose to maintain the subject spaces.(All of the foregoing items of real and personal property permitted for User's use under this agreement are hereafter collectively referred to as "the premises.)

2. Term. This agreement shall run for the term of one year beginning on July 1 and ending on June 30, unless otherwise sooner terminated in any manner listed below:

- a) The terms of this agreement shall be extended for successive one (1) year terms unless terminated by written notice from one Party to the other not less than sixty (60) days prior to the end of any term, stating that the Party wishes to terminate or change the terms and conditions of the Agreement. The Agreement may also be terminated as set forth below.
 - a) This agreement may be terminated by both parties at any time by mutual written agreement.
 - b) This agreement may be unilaterally terminated by either party for any reason upon at least 90 days prior written notice to the other party.
 - c) This agreement may be terminated by either party at any time upon 30 days prior written notice to the other party for any breach or default of a material term of this agreement. The required notice shall state the specific cause for seeking termination of the agreement and shall allow the notified party the opportunity to cure the alleged breach or default within the 30 day notification period. Termination for such causes shall actually occur only if the notified party fails to completely cure the breach or default within said notification period.

3. Scope of Use Allowed. During the term of this agreement, User shall have the right to use the subject premises on Mondays, Wednesdays, and Fridays of each week between the hours of 7:00 a.m. and 3:30p.m., except when said weekdays fall on New Year's Day, Memorial Day, Fourth of July, Labor Day, Christmas Day and except on such other major holidays and times of special necessity on which Owner may either close the premises to all public use or need it for special public events. Owner will notify User of any planned holiday use and special building closures that may fall on weekdays at least ten (10) days beforehand; provided, however, that Owner may be unable to provide such prior notice in the event of certain emergencies requiring use of the premises as a temporary public shelter. User agrees to relinquish management of the kitchen located on the Property and that Delta Senior Citizens, Inc. shall take over such duties. User shall have no right to use or otherwise access the kitchen except to use the dishwasher. User further agrees to remove all files and personal property from the kitchen area before July 1, 2016

4. Possession and Access. Subject to User's production of the insurance certificate required by paragraph 6(c) hereof, possession of the premises shall be delivered to User at the term commencement date set forth in paragraph 2 hereof. Upon termination of this agreement in any manner provided by said paragraph 2, User shall return complete possession of the premises to Owner.

5. Condition of Premises. User acknowledges that it has inspected the premises and agrees to accept the same in its present condition and to make reasonable efforts to avoid and prevent damage to the same during its periods of allowed use under this agreement. User also acknowledges that the premises include the office/storage area, dining room, and dishwasher in the Delta Community Center (but excluding any part of the "Travis/Hansen House"), together with all fixtures and appurtenances thereto and also together with all tools and other items as Owner may choose to maintain the subject spaces.

6. User's Specific Duties. During the term of this agreement, User shall have the following specific responsibilities:

a) To protect, and insure against all casualties and other losses, its own personal property used or kept on or off Owner's premises, including its own motor vehicles.

b) To restore to reasonably clean and orderly condition, at the end of each day of actual use, the dining area and kitchen spaces of the premises, as well as any of Owner's appliances, utensils and other personal property used under this agreement. (User shall not be responsible for such cleaning at the end of any weekend or holiday event in which Owner may instead allow other public use of the subject premises.)

c) To indemnify and hold harmless Owner from and against any claims for personal injuries and/or property losses sustained by or any and all third persons, including User's own employees and agents, as proximate result of User's activities on the premises during the term of this agreement. In this regard, User agrees to procure, maintain, and pay the cost of general liability insurance coverage against any and all liabilities or losses arising from its operations on the premises including, without limitation, the preparation and service of food items. Such general liability insurance coverage shall be in an amount of not less than \$1,000,000.00 in the aggregate and \$500,000.00 per occurrence. A

certificate of such coverage, endorsing the Owner as an additional insured party, shall be furnished to Owner prior to the commencement of User's operations hereunder. (Note: Owner does not hereby waive any immunities allotted to it under the Colorado Governmental Immunity Act and other law.)

d) To make reasonable efforts to protect all of Owner's kitchen utensils, wares and other personal property against misuse and removal from the premises during User's periods of allowed use thereof.

e) To comply with all federal, State and local laws applicable to User's use of the premises and to comply with reasonable directions of Owner's duly constituted representatives regarding the proper care of the premises and proper storage of Owner's personal property.

f) Unless otherwise stated in a future addendum to this agreement executed by the patties, to pay \$250.00 each month toward the cost of all utilities consumed on the premises during the term of this agreement and the cost of any special assessments that may be attributable to User's operations on the premises.

g) User agrees to provide the Delta Senior Citizens Board with written quarterly updates regarding the status of the program

h) User agrees to meet quarterly with the Delta Senior Citizens Board in order to address any issues and concerns and to ensure improved communications.

i) User agrees to provide to the Owner and the Delta Senior Citizens Board with a copy of the annual Area Agency on Aging compliance report as well as a copy of the annual financial statement.

j) User agrees to provide recruitment of all staff and volunteers to operate the meal program. In addition, User agrees to market the program to local residents to increase attendance.

7. Owner's Responsibilities. Owner assumes the following specific responsibilities during the term of this agreement:

a) Except for the cleaning responsibilities assumed by User under paragraph 6 above, Owner shall assume all other maintenance and repair responsibilities relating to the premises.

b) Owner shall maintain its current level of property and casualty insurance on the subject premises as well as any liability insurance for its own operations on and about the premises.

c) Owner shall defend, hold harmless and indemnify User, and its officers, directors, employees and agents, from and against any claims, liabilities or expenses (including reasonable attorney fees) that are proximately caused by Owner's actions or omissions under this Agreement which constitute either gross negligence or intentional misconduct

d) Owner is responsible for providing pest control as needed.

8. Contact Personnel. All notices required or permitted under this agreement by each party shall be deemed properly furnished if delivered in person, mailed by certified mail, or sent by facsimile transmission addressed as follows:

City Manager
City of Delta
P.O. Box 19
Delta, Colorado 81416
970-874-7566
FAX: 970-874-8776

Alfred Shonk, Executive Director
Volunteers of America
Senior Community Meals
11407 Hwy 65
Eckert, CO 81418
970-835-2672
Cell: 719-229-6341

9. Severability. This agreement is severable, and in the event that one or more provisions hereof shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

10. Governing Law. This agreement, and the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of the State of Colorado. Any claims or disputes related to this agreement shall be adjudicated in Delta County, Colorado.

11. Nonassignability. User shall not assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations thereunder without the prior written consent of Owner, and any assignment or transfer without such consent shall be null and void.

12. Waiver. The waiver by either party of a breach or violation of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and any permitted assigns.

14. No Third Party Beneficiaries. Except as expressly provided elsewhere herein, nothing in this Agreement is intended to be construed or be deemed to create any rights or remedies in any third party.

15. Force Majeure. In the event that either party's business or operations are substantially interrupted by acts of war, fire, labor strike, insurrection, riots, earthquakes or other acts of nature of any cause that is not that party's fault or is beyond that party's reasonable control, then that party shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.

16. Counterparts. This Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument.

17. Entire Agreement. This instrument contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements or understandings between them with respect to consent of the parties, and any such modification or amendment must be in writing duly executed by the parties hereto, and shall be attached to and become a part of this Agreement.

18. Relationship. The parties acknowledge that they occupy the positions of gratuitous landlord and tenant and that there is no employment, agency, partnership, co-venture or other similar relationship between them.

In witness whereof, the parties have executed this Agreement as of the day, month and year first written above.

USER:

VOANS Senior Community Meals, Inc.

By: _____
Alfred Shonk, Executive Director

OWNER:

City of Delta, Colorado

By: _____
David Torgler, City Manager



June 16, 2016

TO: Mayor and City Councilmembers

FROM: David Torgler, City Manager

RE: Consideration to hire KRW and recruit a Police Chief

Recommendation: To accept a proposal from KRW to conduct a recruitment and assist the City in hiring a Police Chief.

Background: Former Police Chief Robert Thomas departed from the City in September 2015 and Charles Kettle has been serving as the Interim Police Chief since that time. Hiring a replacement for Chief Thomas is necessary, and equally necessary is to recruit a Police Chief whose values reflect those of the community.

A Request for Proposal (RFP) was developed and sent out to known recruiters and posted on the City's website. The RFP received interest and response from four recruiters; one of the responses was found to be incomplete and the other three were reviewed by staff. KRW's response is recommended for the following reasons:

1. KRW will seek to identify community expectations for the qualities desired in a Police Chief by holding focus group meetings with selected community members, staff and City officials.
2. KRW is a Colorado based recruiter with an excellent reputation for the recruitment and placement of public sector officials including Police Chiefs, and KRW because of their Colorado based recruitments has the ability to solicit applications from qualified people seeking to become a Police Chief.
3. Following the recruitment of candidates KRW proposes to set up a selection process that involves candidates, members of the Delta community, City officials and local law enforcement officials.
4. The City received proposals from KRW, The Mercer Group and Springsted. The City has used KRW's services previously; KRW's professional service proposal meets the City's expectations and is also the lowest cost proposal.
5. KRW has agreed that their agreement with the City will include a clause of Non-recruitment for 5-years for the person selected by the City.

Pursuant to the City's *Contract and Purchasing Regulations* contracts for which an appropriation has not been made requires approval of the City Council. Monies have been appropriated in the General Fund that can pay for these recruitment services, however, the 2016 Budget does not include this service. Based on this policy the recommendation to hire KRW is being brought to the City Council for approval.

Cost: The cost for this project will be approximately \$10,500, plus candidate expenses, with the expenses coming from appropriated sums within the General Fund's 2016 budget. Funding sources were reviewed by the City Manager with the Finance Director to confirm that the PD budget has funds that were budgeted for personnel expenses associated with the Chief's position that will not be expended and can be used to pay for this recruitment.

Actions to be taken: To authorize the City Manager to proceed with this unbudgeted expense and allow for him to enter into an agreement with KRW for the recruitment of a Police Chief.



Public Sector Executive Search and Organizational Consulting

Executive Search and Organizational Consulting—

Web: KRW-Associates.com

Lorne Kramer, MPA, Jerry Williams, DPA

May 30, 2016

David Torgler, City Manager
City of Delta
360 Main St.
Delta, Colorado 81416

RE: Police Chief Recruitment and Selection Process Proposal

Dear Mr. Torgler,

Enclosed please find a proposal to the City of Delta from KRW Associates LLC (KRW), for assistance with the recruitment and selection process for your Police Chief position, including an assessment process for finalists.

Based on our professional experience and educational credentials, we believe that we are extremely well suited to assist you with this assignment. We have extensive practitioner backgrounds as police chiefs and executive search consultants, and have contacts and professional friendships with highly qualified police executives throughout Colorado and other states.

The principals of KRW Associates LLC have served a variety of cities, counties, and other entities with successful police chief searches for many years. For example, the principals of KRW Associates LLC have finished successful placements of police chiefs in places such as Greenwood Village, Steamboat Springs, Idaho Springs, Englewood, Castle Rock, Evans, Fort Lupton, Frisco, Golden, Granby, the University of Colorado at Denver, Vail, and Wheat Ridge, Colorado, just to name a few. In addition, our experience in successful executive search encompasses other executive-level positions such as Fire Chiefs, Executive Directors, Public Works Directors, County Attorneys and City/Town and County Managers. (Please see the enclosed sample client list and enclosed biographical information.) We believe that no executive search firm knows Colorado cities and towns, as thoroughly and personally as our firm. We are uniquely qualified to perform a recruitment and selection process for your Police Chief position. We have the capability to take this process from the announcement stage through the final selection and reference checks of candidates.

KRW is a local firm, headquartered in Colorado Springs, Colorado, with offices in the Denver area. Due to low overhead and travel costs, our fees are typically more competitive than other firms. We have contacts with police chiefs throughout the nation, and have the ability to elicit their cooperation and support with our processes. This helps us to solicit quality candidates. We can also advise you with important candidate information, as well as the final negotiation process. Enclosed please find several items: a.) A project cost estimate sheet; b.) sample client list; c.) biography sheet; and d.) complete list of references. Hopefully these items provide the information needed to make an informed decision.

The cost of this project is **\$10,500** which covers consultant fees and most direct consultant expenses. Our fee includes all phases of the project, the recruitment and selection process, the assessment and background checks of candidates, and the final recommendations and notifications.

Regarding a process for the City of Delta police chief executive search, we envision a schedule and timetable which would progress as quickly as possible once the process and a letter of agreement is approved. Mr. Lorne Kramer and Dr. Jerry Williams, each with decades of experience, will personally handle your project. Mr. Lorne Kramer is the former City Manager, Deputy City Manager and Police Chief for the City of Colorado Springs, Colorado. Dr. Jerry Williams has been active in executive search since 2001. He is the former police chief in Arvada and Aurora, Colorado. He most recently was the Director of the Master's program in Police Executive Leadership at CU Denver. The following addresses other important items:

Recruitment Process

KRW has an established recruitment protocol which has been very successful for many years. Working with the City Manager and other liaisons as directed, KRW would follow this process:

- 1.) Conduct focus groups as outlined below to compile input/information relative to the skills, abilities, attributes desired in the new Police Chief. Meet or conference call with the City Manager to discuss input from the focus groups and develop a profile for the position announcement and discussion with potential candidates.
- 2.) Based on this information, KRW will draft the Police Chief position announcement, submit it to the City for approval, and post the announcement in key places identified below for a minimum of 30 days.
- 3.) Candidates will be directed to submit application materials to KRW electronically. KRW will conduct an initial screening of applicants to ensure minimum qualifications are satisfied.
- 4.) During the open period KRW will evaluate applicant resumes as well as perform outreach to contacts and solicit potential suitable candidates.
- 5.) Rank the resumes in three "tiers" (Tier 1.a", "Tier 1.b.",etc.), based on credentials and qualifications, in descending order for the City Manager's review.
- 6.) Concurrent to the resume evaluation and ranking, KRW will perform due diligence on the final group of candidates by use of networking, telephone calls, the internet and interviews.

- 7.) KRW will conduct telephonic interviews of the top candidates (generally top 10-12) and provide a written report to the City Manager to review and consider before selecting the finalists.
- 8.) Meet with the City Manager to discuss candidates and select 4 to 6 finalists.
- 9.) Work with the City in designing the assessment/interview process and assisting the City in organizing candidate visits. The specific process will be discussed with the City Manager but may include a visit with police department members, as well as a community reception and panel interviews.
- 10) Administer the assessment/interview process in Delta, and assist with final candidate deliberations.
- 11) Perform reference checks on the final candidate(s).

- Potential candidates: Our firm has a database of police chiefs and police executive level candidates who have previously applied for open positions. In addition, we have contact with a vast network of police chief professionals. They call our firm regularly, updating us on potential candidates, and checking for opportunities for themselves. Also, we are in constant contact with “sitting” police chiefs, seeking their knowledge of the best professional candidates. The database is also used for targeted mailing and/or brochures. KRW uses a tiered ranking process to present all candidates to the appointing authority. Unlike many firms who merely arrive with eight to ten names, we use a proven methodology that simplifies the task for the appointing authority while retaining quality and creditability. We understand the job, the public sector, and the needs of the hiring authority and the community. Ninety percent of our placements are still in the job or have tenure of at least five years.
- Background and Reference Checks: Our firm will check the professional references of the candidates, as well as find other persons to speak to in the profession. We also encourage a criminal history check on the final candidate, and can make arrangements to have such a check completed.
- Current Clients: We are concluding several successful executive searches and are therefore immediately available to assist with your police chief search. In addition, members of KRW Associates LLC have recently concluded several promotional assessment centers for police executives. We can give great attention to new clients, as current projects will soon be finalized. We have close availability to the City of Delta and have an excellent reputation of delivering excellent customer service, and staying in touch with the appointing authority throughout the process. We have always received compliments about the attention and time given to current projects, and have a reputation for being professional, knowledgeable, and helpful, delivering many more services than the standard executive search firm.

Scope of Work, Key Steps, and Schedule

- **Late June, 2016** - Finalize letter of agreement and project details. Lorne Kramer will be the project manager from KRW Associates.
- **Early to Mid July, 2016** - KRW will conduct two separate focus groups to compile information concerning the desired abilities and qualities desired of the new Police Chief. One focus group will consist of randomly selected police department personnel. The other focus group will consist of other stakeholders selected by the City Manager. KRW will also provide input to the City Manager and receive his expectations.
- **Mid to Late July, 2016** – KRW will prepare a candidate profile and submit to the City Manager for approval. KRW will assist in posting the position on the City website and in professional publications such as IACP, CACP, CLEOA, PERF and NOBLE)¹ from 8/1/16 with a closing date of 8/31/16. In addition, KRW will post the position on their website. All applications will be submitted to KRW electronically. Applications will consist of: 1) Cover letter, 2) Current Resume, and 3) Six professional references.
- **August, 2016** - KRW will receive and initially screen applications and resumes for minimum requirements. Screen resumes for preliminary list of finalists.
- **Early September, 2016** - KRW Associates will meet with the City Manager to conduct a second screen of candidates to develop a group of finalists. (This will essentially be a review of the minimally qualified applicants and narrowing the group down to a number manageable for the next step.)
- **Early to Mid September, 2016** - KRW Associates will conduct the pre-screening (initial background checks, telephonic screening interviews, etc.) of selected finalists and research applicable qualifications. Any supplemental questions important to the City could be included at this stage. Produce a recommended list of finalists to the City Manager.
- **October, 2016** - Assessment process in Delta with candidates selected and approved by the City Manager. KRW will assist with coordinating and facilitating a community welcoming reception for finalists the afternoon prior to the day of interviews. KRW will design interview questions for the panels, train panelists, and facilitate the various aspects of the interview process
- **October, 2016**- Final follow-up interviews or meetings with City Manager and the top finalists. Conduct reference checks and background investigation on top 1-2 finalists designated by the City Manager. If requested, assist with final offer.

I would like to underscore, the scope of work for *KRW Associates LLC* would include assistance with recruiting and selection, including advertisements, e-mail and telephone solicitations, resume evaluation and screening, the preparation and presentation of recommended final candidates, the development and facilitation of an assessment process for finalists, notifications of candidates, and reference checks. Reference checks typically include media searches,

¹ **IACP**-International Association of Chiefs of Police; **CACP**-Colorado Association of Chiefs of Police; **CLEOA**-Colorado Law Enforcement Officers Association; **PERF**-Police Executive Research Forum; **NOBLE**-National Organization of Black Law Enforcement Executives.)

telephonic interviews with references, CBI check, etc. Site visits are not a normal part of the process. Exception may be made under certain conditions.

There is no psychological testing or assessment included in this proposal.

There are no hidden fees or costs for travel, meals, or lodging. We work thoroughly and quickly, and do not believe in unnecessarily prolonged executive searches. We will help you get this project successfully completed in a timely manner.

WARRANTY: KRW Associates is confident of their capacity to produce a quality group of candidates and ultimately the selection of the right person for the position. In the event the person selected by the City of Delta does not complete a full year in the position, KRW Associates will complete a follow up process charging only for travel and related expenses.

Thank you for considering our offer of assistance.

Sincerely,

L. C. Kramer

Lorne C. Kramer MPA
KRW Associates, LLC

PROJECT COST SHEET

THE CITY OF DELTA, COLORADO - 2016

POLICE CHIEF- RECRUITMENT AND SELECTION PROCESS

- 1. Organizational interviews and fact finding.....\$1,000.00**
This would involve two focus groups. One with randomly selected department employees both sworn and non-sworn and another with community/City stakeholders to seek their perspective relative to organizational issues pertinent to developing selection criteria for a new Police Chief. It is anticipated this will involve two KRW principals for a day to obtain the needed information.

- 2. Oversight and administration of executive search process.....\$6,500.00**
Includes overall project administration; preparation of the ideal candidate profile for advertising; potential candidate outreach; reviewing and screening resumes; telephone and e-mail follow up; due-diligence on semi-finalists; development of candidate finalist lists; and reference checks and recommendations to the City Manager regarding both semi-finalists and finalist candidates.

- 3. Assessment System.....\$3,000.00**
Includes use of all custom written materials, research support materials, training, and process administration of exercises to police chief candidates/finalists. Exercises may include structured interviews with staff and community members as well as presentation exercises.

- 4. Assessor training, included in set fee.....No charge**

- 5. Final Candidate orientation included in set fee.....No charge**

- 6. Mileage.....No charge**

- 7. Meals.....No charge**

- 8. Copying/Printing of Assessment Materials.....No charge**

- TOTAL CONSULTANT COSTS FOR PROJECT*.....\$10,500.00**

* **There are no consultant travel or lodging costs.** Costs of advertisements in professional publications or newspapers, or other expenses related to candidates will be the responsibility of the City of Delta. In addition, the City of Delta would bear the cost of candidate travel and lodging if necessary.

* All work to be performed by *KRW Associates LLC* principle partners, Mr. Lorne Kramer, and Dr. Jerry Williams, with possible assistance from other qualified professionals.

Attachment A

SAMPLE LIST OF CLIENTS

EXECUTIVE SEARCH, ASSESSMENT CENTERS, AND TRAINING LOCATIONS

KRW Associates LLC and Rainquet & Associates LLC

CITY OF ALTAMONTE SPRINGS (FL)
CITY OF ARVADA
CITY OF ASPEN
TOWN OF AVON
CITY OF BOULDER
TOWN OF BRECKENRIDGE
CITY AND COUNTY OF BROOMFIELD (CO)
TOWN OF CEDAREDEGE
CITY OF COLORADO SPRINGS
CITY OF COMMERCE CITY
CITY OF CRAIG
CITY OF DELTA
TOWN OF DILLON
EL PASO COUNTY, CO
CITY OF ENGLEWOOD
TOWN OF ESTES PARK
CITY OF EVANS
CITY OF FORT COLLINS
CITY OF FORT LUPTON
TOWN OF FRISCO
CITY OF FRUITA
TOWN OF GEORGETOWN (CO)
CITY OF GOLDEN
CITY OF GRAND JUNCTION
CITY OF GREENWOOD VILLAGE
THE CITY OF GUNNISON
CITY OF LA JARA
TOWN OF JACKSON (WY)
JEFFERSON COUNTY (CO)
CITY OF LAKEWOOD
CITY OF LARAMIE (WY)
CITY OF LITTLETON
CITY OF LONE TREE (CO)
CITY OF MANASSAS (VA)
CITY OF MANITOU SPRINGS
TOWN OF MILLIKEN
CITY OF MONTE VISTA
TOWN OF MOUNT CRESTED BUTTE
CITY AND COUNTY OF MONTROSE, (CO)
CITY OF MOUNTAIN VIEW (CA)
MESA COUNTY (CO)
MONTGOMERY COUNTY (MD)
NE TELLER COUNTY FIRE DEPARTMENT (CO)
PITKIN COUNTY (CO)
PUEBLO COUNTY (CO)
CITY OF SAN JACINTO (CA)
TOWN OF SILVERTHORNE
CITY OF SPRINGFIELD (MO)
CITY OF STERLING
TOWN OF TELLURIDE
TOWN OF TRINIDAD

CITY OF WHEAT RIDGE
TOWN OF WINTER PARK
TOWN OF VAIL
STATE OF COLORADO, OFFICE OF EMERGENCY MANAGEMENT
STATE OF COLORADO, DEPARTMENT OF LOCAL AFFAIRS
WEST METRO FIRE DISTRICT
COLORADO STATE PATROL
COLORADO MUNICIPAL LEAGUE
PROFESSIONAL SECRETARIES INTERNATIONAL
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE
COLORADO ASSOCIATION OF CHIEFS OF POLICE
WESTERN INSTITUTE FOR POLICE ADMINISTRATION
WYOMING ASSOCIATION OF CHIEFS OF POLICE
ASSOCIATION OF LAW ENFORCEMENT RECORDS TECHNICIANS
COLORADO STUDENTS ASSOCIATION

Attachment B

Consultant Biographies

Lorne C. Kramer, MPA

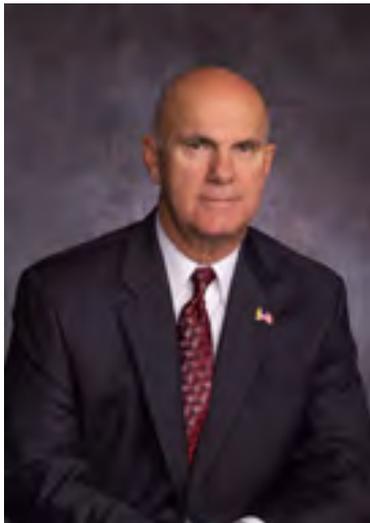
Police Chief/City Manager (Ret)

Former President, Police Executive Research Forum (PERF)

And, Colorado Police Chiefs Association

Managing Partner, KRW Associates, LLC

Lorne Kramer served as the City Manager of Colorado Springs, Colorado from 2002 to 2007, a municipality of over 400,000 people. Prior to this appointment, he was the Deputy City Manager and the Police Chief for 11 years. During his years as City Manager, Mr. Kramer was successful in reorganizing municipal operations; addressing fiscal shortfalls; orchestrating the successful passage and implementation of the Public Safety Sales Tax initiative focused on increased public safety projects throughout the city; gaining citizen support for the Rural Transportation Authority; implementing the Stormwater Enterprise and enhancing the Development Review process.



While the Chief of Police, the Colorado Springs Police Department received national recognition for many progressive and innovative programs and accomplishments in the areas of crime reduction, gang violence and community partnerships. He was both President and Vice President of the national Police Executive Research Forum (PERF) and President of the Colorado Police Chiefs Association. He was appointed by the Governor of Colorado to the Peace Officers Standards and Training Board (POST) and the Drug Control Systems Board. During his tenure as City Manager he was active in the Colorado Municipal League and the International City Manager's Association.

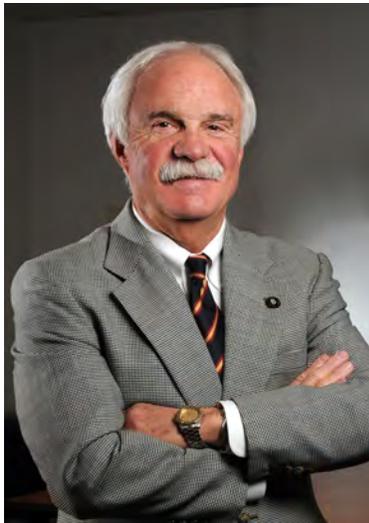
His academic accomplishments include a Masters degree in Public Administration from the University of Southern California, and a Bachelor's degree from the University of Redlands, California graduating with honors from both institutions. He is also a graduate of the University of Southern California's Management Policy Institute, California's Law Enforcement Command College, the National Executive Institute and Rocky Mountain Leadership Institute. He is currently the Executive Director of the Colorado Springs Leadership Institute.

Jerry Williams, DPA

Police Chief (Retired)
Director, Executive Leadership Masters
In Criminal Justice, University of Colorado, Denver.

Managing Partner, KRW Associates, LLC

Dr. Williams spent over 20 years as a public sector executive, as well as program director for a key graduate leadership programs at the School of Public Affairs at the University of Colorado at Denver. In addition to his experience in the selection of executives while Chief of Police for the cities of Arvada and Aurora, Colorado; he has been involved in executive search consulting since 2001. He holds a D.P.A. from the University of Colorado at Denver, a M.C.J. from C. U. Denver, and a B.A. in History and Sociology from Metropolitan State College in Denver.



Dr. Williams is the past Director of the Executive Leadership Masters in Criminal Justice (ELMCJ) at the University of Colorado, Denver. Prior to coming to GSPA Dr. Williams was a Principal Associate for the Institute for Law and Justice, a public sector criminal justice consulting firm located in the Washington D.C. area, (1997-2000). Jerry has held Executive Director positions at two universities, the Blackwood Law Enforcement Management Institute of Texas at Sam Houston State University (1994-97), and the Administrative Officer Management Program at North Carolina State University, (1993-94). Management Institute of Texas at Sam Houston State University (1994-97), and the Administrative Officer Management Program at North Carolina State University, (1993-94).

Dr. Williams has more than 30 years of experience in the criminal justice field and has served as police chief in Arvada, Colorado (1982-86) and Aurora, Colorado (1986-92). Dr. Williams, while Chief of Police for Aurora, Colorado, served as President of the Police Executive Research Forum (PERF), located in Washington D.C. (1990-92) and Chairman of the National Commission on Law Enforcement Accreditation (1989-92). Dr. Williams was also a member of the National Institute of Justice series Perspectives on Policing held at the John F. Kennedy School of Government, Harvard University, (1989-91).

Susan Eaton, MBA, SHRM-SCP

Senior Associate
KRW Associates, LLC



Sue has over 20 years of public sector human resources management experience having served as the Human Resources Director for the City of Englewood and for Eagle County Government. As a key member of the executive teams and reporting directly to the city and county managers, her responsibilities included: recruitment, labor relations, compensation/classification, benefits, wellness, risk management and organizational development. She was appointed by the governor and served on the board of the Colorado Fire and Police Pension Association as both board member and chairperson. She is an accredited Senior Professional in Human Resources, SHRM Senior Certified Professional and an International Personnel Management Association Certified

Professional. Sue holds an MBA from the University of Colorado, Denver and a BA in Sociology from Indiana University.

Ms. Eaton has acted as project manager for the recruitment and placement efforts for the City Manager, Fire Chief, Police Chief, Director of Library Services, Community Development Director and Information Technology Director for the City of Englewood. She has assisted KRW with executive recruitment projects for Chiefs of Police and Assistant Town Administrators. As KRW's Human Resources subject matter expert and a member of Colorado Human Resources Association, with HR relationships throughout the state, she is uniquely positioned to serve on the recruitment team for City of Delta.

ATTACHMENT C

References

Larry Lorenzen, Town Administrator
Town of Wellington
Executive Search – Assistant Town Administrator
(2016)
970-568-3381
lorentll@co.larimer.co.us

Kelly Arnold, Town Manager
Town of Windsor
Executive Search – Chief of Police
(Current-Completion June, 2016)
970-674-2419
karnold@windsorgov.com

Mike Hillman, Mayor
City of Idaho Springs
Executive Searches:
City Administrator and Chief of Police
(2015)
303-567-4421
mayor@idahosprings.com

Elsa Anderson, Director of Human Resources
City of Montrose, CO
(2014)
Executive Search – City Attorney
970-240-1400
hmail@ci.montrose.co.us

Sam Assad, City Manager
City of Pueblo, CO
Executive Search – Police Chief
719-553-2655
cityadmin@pueblo.us

Items: O, P & Q

Attorney Comments



City Manager Comments



Councilmember Comments

