



AGENDA

**Delta City Council
Regular Meeting**

**January 16, 2024
7:00 p.m.**

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Citizen Comments
- D. Approval of the January 2, 2024 Regular Meeting Minutes
- E. Discussion of Veterans Discount at Bill Heddles Recreation Center
- F. Consideration to Approve the Trimble Forensic X7 Scanning System, Subscription, Accessories and Training for the Delta Police Department
- G. Resolution #2, 2024; Approval to Submit a Local Planning Capacity Grant with the Colorado Department of Local Affairs
- H. Consideration to Approve a Fee Agreement with Camp & Skarka, LLC for Prosecutorial Services in Delta Municipal Court
- I. Letter of Support for Delta Housing Authority's Proposed Development Using LIHTC Funding
- J. City Attorney Comments
- K. Monthly Managers Report/City Manager Comments
- L. Councilmember Comments

Please preregister for the meeting:
Join Zoom Meeting
<https://us06web.zoom.us/j/84792180450>
One tap mobile
+17193594580. 84792180450# US



Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Item C:

Citizen Comments



Mayor Kevin Carlson called the meeting to order at 7:00 p.m. Also present were Councilmembers Cathy Boyd, Ryan Crick and Mark Broome, along with City Manager Elyse Casselberry. Absent was Councilmember William Tedrow. A meeting notice was posted on the City’s website and 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

City Manager Elyse Casselberry reported that there were some noticing issues for the Soper-Wang Variance; therefore, being removed from tonight’s meeting. The hearing will be set for another date.

Citizen Comments

Jeff Hurd, Candidate for Congress provided some history of himself and why he is running for Congress.

Approval of the December 19, 2023 Regular Meeting Minutes

It was moved by Councilmember Crick and seconded by Councilmember Boyd to approve the December 19, 2023 regular meeting minutes. All in favor, motion carried.

Proclamation; Aviation Month

Mayor Carlson read the proclamation and proclaimed January 2024 Aviation Month.

Consideration for the Delta Area Chamber of Commerce Membership Fees for 2024

City Manager Elyse Casselberry reported that when the budget was completed in November the City had not received the Chamber’s request. This request is for membership. There are no additional funds being requested at this time.

Mayor Carlson provided a brief summary on the move of the Chamber and their focus for 2024.

It was moved by Councilmember Crick and seconded by Councilmember Boyd to approve the membership fees for the Delta Area Chamber of Commerce. All in favor, motion carried.

Consideration to Award Purchase of Bridge Replacement Materials

City Engineer David Hood explained that staff submitted a request for materials for bridge replacement for 1600 Road and 1550 Road which both cross the Hartland Canal. He summarized the bids. The lowest two bids did not meet the comparable bids as they did not include the concrete and gravel for the culverts. Staff is recommending purchasing the culverts from Rinker in the amount of \$84,000.

Regular Meeting, Delta City Council, January 2, 2024 (Cont.)

Consideration to Award Purchase of Bridge Replacement Materials (cont.)

It was moved by Councilmember Crick and seconded by Councilmember Broome to purchase the bridge replacement materials from Rinker in the amount \$84,000. All in favor, motion carried.

Intergovernmental Agreement with the Delta County Clerk and Recorder for the April 2, 2024 Election

City Clerk Jolene Nelson stated that this agreement is to conduct the election for April 2, 2024. This agreement addresses roles and responsibilities of the City and the County Clerk's office regarding the election and the estimated costs.

It was moved by Councilmember Boyd and seconded by Councilmember Crick to approve the Intergovernmental Agreement with the Delta County Clerk and Recorder for the April 2, 2024 Election. All in favor, motion carried.

Resolution #1, 2024; Designated Posting Site

RESOLUTION #1, 2024

A RESOLUTION DESIGNATING THE PUBLIC PLACE FOR
POSTING NOTICES PURSUANT TO C.R.S. § 24-6-402(2)(c)

was read by the Clerk.

It was moved by Councilmember Broome and seconded by Councilmember Crick to adopt Resolution #1, 2024. Roll call vote: Councilmember Broome, aye; Crick, aye; Boyd, aye and Carlson, aye. Motion carried.

City Attorney Comments

There were none.

City Manager Comments

City Manager Elyse Casselberry reported that the manager's report will be presented at the next meeting. She reminded Council of the employee holiday party Friday evening.

Councilmember Comments

Councilmember Broome hopes that everyone had a good holiday. He would like to submit a letter to Congress and the Senate to have them address the homeless situation. The criminal law also needs to be addressed. He stated that Veterans in our country need to be taken care of instead of those coming across the border illegally. We need to take care of American citizens and not other countries.

Councilmember Crick thanked staff for all they do. He wished everyone a Happy New Year. He couldn't be prouder of this community. He also thanked Mr. Hurd for attending tonight's meeting.

Regular Meeting, Delta City Council, January 2, 2024 (Cont.)

Councilmember Comments (cont.)

He encouraged everyone to watch for the kids out and about as school goes back after the holiday break.

Councilmember Boyd also thanked staff as they do a tremendous job. She commented on visiting all the departments. She hopes that everyone has a Happy New Year.

Mayor Carlson echoed the Council comments regarding the staff. He has been on Council long enough that he sees that the employees are buying into the product they are putting out. We wouldn't be where we are if it wasn't for the employees. He encouraged employees to speak up if they see something that is not right or something that needs to be addressed. He commented on the upcoming year and encouraged citizens to get involved and run for City Council and/or the Charter Commission.

The meeting was adjourned at 7:38 p.m.

Jolene E. Nelson, CMC, City Clerk



Dear Councilmembers,

I am requesting your approval for the purchase of a Trimble Forensics X7 3D Laser Scanning System. The total cost of this instrument and related training is \$55,105.00.

I am a certified traffic collision reconstructionist, and due to my training and experience, I know that obtaining accurate measurements in a timely manner is critical for successful scene processing and evidence collection. It is the goal to conduct a thorough investigation with minimal disruption to the motoring public. In my experience with 3D laser scanners such as the Trimble Forensics X7, remarkably accurate measurements are obtained in a fraction of the time it takes to use more traditional survey instruments. The Trimble Forensics X7 utilizes a high-speed laser that generates millions of datapoints in a matter of minutes. It also has an onboard camera that takes hundreds of digital photographs, and incorporates those images with the datapoints to render three dimensional images of the scene.

The current instrument the Delta Police Department has for obtaining scene measurements is a Nikon 5M Total Station. This instrument is over a decade old, and the process is very time consuming. It was recently used by me to assist Delta Police Department detectives to measure a crime scene. Upon completion of the survey, it was discovered that the software was out of date and no longer supported. There were also several measurements that the Nikon 5M Total Station did not register. Regrettably, this instrument and its associated software is no longer reliable for thorough, accurate scene processing.

The Trimble Forensics X7 will be utilized in a number of ways by the Delta Police Department. It will certainly be used to obtain measurements and three-dimensional renderings of collision scenes involving serious bodily injury and liability. It will provide invaluable data in the investigation of major crime scenes, and can be utilized both indoors and outdoors. The Delta Police Department would also endeavor to obtain three-dimensional scans of local schools and other government buildings, ensuring that officers have an accurate representation of the interior and exterior of those structures so that the most effective and informed response can be conducted in emergency situations.

In short, the Trimble Forensics X7 will greatly assist the Delta Police Department in being a modern, efficient law enforcement agency.

Thank you for your time and consideration in this matter.

Sincerely,

Robert Lane
Traffic Enforcement and Investigations
Delta Police Department





Trimble X7

3D LASER SCANNING SYSTEM

High-speed 3D laser scanning system with new innovations to simplify adoption, increase efficiency and provide confidence in the field.

Simple

- ▶ Reliable field workflows suitable for all users
- ▶ Intuitive Trimble Perspective software to operate, manage, view and validate scan data
- ▶ Fast image capture with Trimble VISION™ technology
- ▶ Compact and lightweight for easy transport and mobility

Smart

- ▶ Breakthrough innovations for reliable data collection
- ▶ New Trimble X-Drive deflection system enables automatic calibration to ensure accuracy on every scan with no downtime for calibration service
- ▶ Unique Trimble Registration Assist for automatic registration, refinement, and reports to leave the site with confidence
- ▶ Laser pointer for georeferencing and single point measurements
- ▶ Automated survey grade self-leveling

Professional

- ▶ Reliable IP55 rating and industry leading 2-year standard warranty
- ▶ High sensitivity time-of-flight EDM to effectively capture dark and reflective surfaces
- ▶ Flexible operation with tablet or one-button workflow
- ▶ Data integration with Trimble and non Trimble software

Learn more: geospatial.trimble.com/trimble-x7-scanner



SYSTEM OVERVIEW

| | |
|---------------------|--|
| Trimble X7 | High-speed 3D laser scanner with combined servo drive/scanning mirror, integrated HDR imaging, automatic calibration, survey-grade self-leveling and laser pointer. |
| Trimble Perspective | Easy to use software for scanner control, 3D data visualization and processing. Capabilities include automated infield registration, annotations, measurements and georeferencing. |

SCANNING PERFORMANCE

GENERAL

| | |
|--------------------------|--|
| Scanning EDM Laser Class | Laser class 1, eye safe in accordance with IEC EN60825-1 |
| Laser Wavelength | 1550nm, invisible |
| Field of View | 360° x 282° |
| Scan Duration | Fastest 2 min 34 sec with images, 1 min 34 sec without |
| Scan Speed | Up to 500 kHz |

RANGE MEASUREMENT

| | |
|----------------------------|--|
| Range Principle | High speed, digital time-of-flight distance measurement |
| Range Noise ^{1,2} | < 2.5 mm @ 30 m |
| Range ³ | 0.6 m – 80 m |
| High Sensitivity Mode | Dark (asphalt) and reflective (stainless steel) surfaces |

SCANNING ACCURACY

| | |
|----------------------------------|--|
| Validation | Guaranteed over lifetime with auto-calibration |
| Range Accuracy ^{1,2} | 2 mm |
| Angular Accuracy ^{4,5} | 21" |
| 3D Point Accuracy ^{4,5} | 2.4 mm @ 10 m, 3.5 mm @ 20 m, 6.0 mm @ 40 m |

SCANNING PARAMETERS

| SCAN MODE | DURATION ⁴ (MIN:SEC) | SPACING (MM) @ 10 M | SPACING (MM) @ 35 M | SPACING (MM) @ 50 M | NUMBER OF POINTS (MPTS) | MAX FILE SIZE (MB) |
|------------------|------------------------------------|------------------------|------------------------|------------------------|----------------------------|-----------------------|
| Standard | 1:35 | 11 | 40 | 57 | 12 | 160 |
| | 3:43 | 5 | 18 | 26 | 58 | 420 |
| | 6:39 | 4 | 12 | 18 | 125 | 760 |
| High Sensitivity | 3:33 | 9 | 33 | 47 | 17 | 190 |
| | 6:54 | 6 | 21 | 30 | 42 | 330 |
| | 15:40 | 4 | 13 | 19 | 109 | 710 |

IMAGING PERFORMANCE

| | |
|-------------------|--|
| Sensors | 3 coaxial, calibrated 10MP cameras |
| Resolution | 3840 x 2746 pixels for each image |
| Raw Image Capture | Fast - 15 images - 158 MP - 1 minute - with HDR 3 minutes Quality - 30 images - 316 MP - 2 minutes - with HDR 6 minutes |
| Settings | Auto Exposure and HDR Auto White Balance correction and indoor/outdoor presets |

AUTOMATIC LEVEL COMPENSATION

| | |
|-----------------------|--|
| Type | Automatic Self-leveling, Selectable on/off |
| Range | ± 10° (Survey Grade), ± 45° (Coarse) |
| Upside Down | ± 10° (Survey Grade) |
| Survey Grade Accuracy | < 3" = 0.3 mm @ 20 m |

Trimble X7 3D LASER SCANNING SYSTEM

AUTOMATIC CALIBRATION

| | |
|-------------------------------|---|
| Integrated Calibration System | Full auto-calibration of range and angular systems when required with no user interaction or targets |
| Angular Calibration | Applies a correction to the collimation error, i.e., the deviation of the horizontal, vertical or sight axis |
| Range Calibration | Applies a distance correction in the albedo and the distance measurement |
| Smart Calibration | Monitors environmental temperature, ambient light, vibration, instrument temperature and vertical speed for optimum performance |

TRIMBLE REGISTRATION ASSIST

| | |
|----------------------------|--|
| Inertial Navigation System | IMU tracks instrument position, orientation and movement |
| Auto-Registration | Automatic scan orientation and alignment with last or pre-selected scan |
| Manual Registration | Manual alignment or split screen cloud to cloud |
| Visual Checks | Dynamic 2D and 3D viewing for QA |
| Refinement | Automatic registration refinement |
| Registration Report | Report with project and station average error, overlap and consistency results |

GENERAL SPECIFICATIONS

WEIGHT AND DIMENSIONS

| | |
|--------------------------------|--------------------------------------|
| Instrument (including battery) | 5.8 kg (12.78 lbs) |
| Internal Battery | 0.35 kg |
| Dimensions | 178 mm (W) x 353 mm (H) x 170 mm (D) |

POWER SUPPLY

| | |
|------------------|---|
| Battery Type | Rechargeable Li-Ion battery 11.1V, 6.5Ah (Standard for Trimble Optical Instruments) |
| Typical Duration | 4 hours per battery |

ENVIRONMENTAL

| | |
|---------------------------|-------------------------------------|
| Operating Temperature | -20 °C to 50 °C (-4 °F to 122 °F) |
| Storage Temperature | -40 °C to 70 °C (-40 °F to 158 °F) |
| Ingress Protection Rating | IP55 (dust protected and water jet) |

OTHERS

| | |
|--------------------------------|---|
| Laser Pointer | Class 2 laser with a wavelength of 620–650 nm |
| Remote Control | Trimble T10 tablet or comparable Windows® 10 tablet or laptop via WLAN or USB cable |
| Push Button | One-button scan operation |
| Communications / Data Transfer | WLAN 802.11 A/B/G/N/AC or USB Cable |
| Data Storage | Standard SD Card (32GB SDHC included) |
| Accessories | <ul style="list-style-type: none"> • Backpack for easy transport and airline carry-on • Lightweight carbon fiber tripod with bell connector • Quick release adapter for X7 and carbon fiber tripod |
| Warranty | 2 year standard |

Trimble X7 3D LASER SCANNING SYSTEM

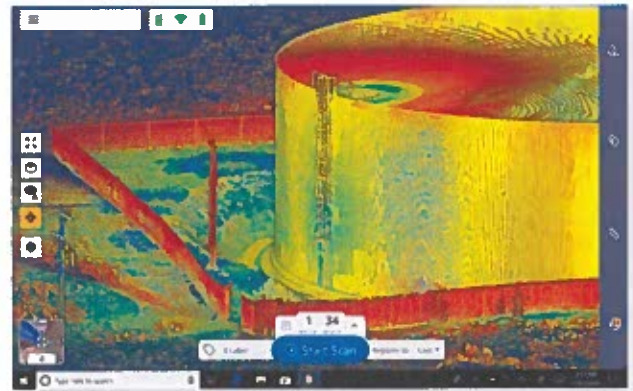
TRIMBLE PERSPECTIVE SOFTWARE

SYSTEM REQUIREMENTS

| | |
|------------------|--|
| Operating System | Microsoft® Windows® 10 |
| Processor | Intel® 6th Generation Core™ i7 2.5 GHz processor or better |
| RAM | 8GB or better |
| VGA Card | Intel HD Graphics 520 or better |
| | 256 GB Solid State Drive (SSD), (512GB or more for best performance) |

FEATURES

| | |
|-----------------------------|---|
| Scanner Operation | Remote control or cable |
| Trimble Registration Assist | Automatic and manual registration, refinement and reporting. |
| Data Interaction | 2D, 3D and Station View |
| In-field Documentation | Scan labels, annotations, pictures and measurements |
| Auto Sync | Automatic data sync from one-button operation |
| Georeferencing | Laser pointer for georeferencing and precision point measurement |
| Reports | Registration, Field Calibration and Diagnostics reports |
| Data Redundancy | Data stored on SD Card and tablet |
| Data Integration | Export formats to support Trimble and non-Trimble software File formats: TDX, TZF, E57, PTX, RCP, LAS, POD |



- 1 Specification given as 1 sigma.
- 2 On 80% albedo. Albedo given @ 1550 nm.
- 3 On matte surface with normal angle of incidence.
- 4 Durations for scan times include the average time for auto-calibration and self-leveling.
- 5 When instrument leveled within ± 10°.

Specifications subject to change without notice.

Contact your local Trimble Authorized Distribution Partner for more information

NORTH AMERICA
Trimble Inc.
10368 Westmoor Drive
Westminster CO 80021
USA

EUROPE
Trimble Germany GmbH
Am Prime Parc 11
65479 Raunheim
GERMANY

ASIA-PACIFIC
Trimble Navigation
Singapore PTE Limited
3 HarbourFront Place
#13-02 HarbourFront Tower Two
Singapore 099254
SINGAPORE

Resolution # 2, 2024

SUPPORTING THE GRANT APPLICATION FOR THE LOCAL PLANNING
CAPACITY GRANT PROGRAM THROUGH THE COLORADO
DEPARTMENT OF LOCAL AFFAIRS

WHEREAS, the City of Delta supports an application to the Colorado Department of Local Affairs for the Local Planning Capacity Grant Program. And if the grant is awarded, the City of Delta will engage with a third-party land use planning consultant and purchase module-based software, and

WHEREAS, the City of Delta will request \$136,000 from the Colorado Department of Local Affairs that will allow the City to engage with a third-party land use planning consultant and purchase module-based software,

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

- Section 1: The City Council of the City of Delta strongly supports the application.
- Section 2: If the grant is awarded, the City Council of the City of Delta strongly supports engaging with a third-party land use planning consultant and purchase module-based software,
- Section 3: The City Council of the City of Delta authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: If the grant is awarded, the City Council hereby authorizes the Mayor to sign the grant agreement with Colorado Department of Local Affairs.
- Section 8: This resolution to be in full force and effect from and after its passage and approval

ADOPTED this 16th day of January, 2024, by the Delta City Council.

Mayor

ATTEST:

City Clerk



Date: January 11, 2024

To: City Council

From: City Manager Elyse Ackerman-Casselberry

Recommendation

Staff recommends approval for the contract with Camp & Skarka, LLC for prosecutorial services.

Background

The City entered into contract for part-time prosecutorial services beginning in 2019 due to legislative changes. At that time, staff suggested that the Prosecutor handle cases that were referred to them by either the Delta Police Department or the Municipal Court Judge and not given all cases. After review of the current agreement for prosecutorial services, staff is recommending that all criminal cases and certain traffic cases that are filed into the Delta Municipal Court be handled by the City Prosecutor. Staff presented the change to David Skarka who is the current Prosecutor for the City of Delta to determine the increase on the amount of time he would have as a whole for all cases as listed and he submitted an adjusted fee in the amount of \$4000/month which is an increase of \$1500/month. Staff believes this is a fair increase. The City budgeted \$30,000 in 2024 based on the current scope of work. Staff is requesting approval of the attached contract in the amount of \$4000/month which amounts to an increase of \$16,500 over the budgeted amount for 2024. Staff will bring forward a supplemental appropriation if needed by the end of the year.

As of January 1, 2024, the firm that David Skarka was working with merged to Camp & Skarka, therefore the change in the name of the contractor. The contract lists Jordan Demo as the alternate attorney in the event Mr. Skarka is not available.

Cost

\$4000 a month for routine matters and \$125/hr for jury trials.



**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE CITY OF DELTA AND
CAMP & SKARKA, LLC**

THIS AGREEMENT (this “Agreement”), made as of the ____ day of _____, 2024, is by and between the **CITY OF DELTA, COLORADO**, a Colorado home rule municipal corporation acting by and through its authorized officers (the “Delta”), and **Camp & Skarka, LLC** a Colorado limited liability company (“Law Firm”).

WHEREAS, Delta and Law Firm intend that Law Firm, as hereinafter specified, shall serve as Municipal Court Prosecuting Attorney.

WHEREAS, **David Skarka**, affiliated with Law Firm, shall serve as the primary attorney contact for Delta.

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION I – TERMS

- A. Effective Date: February 1, 2024.
- B. Term: The term of this Agreement shall be one (1) year from the effective date, and thereafter shall automatically renew for additional one (1) year periods, unless Law Firm provides a notice to terminate sixty (60) days prior to the expiration of the then current term.
- C. Services and Compensation:
 - 1. Law Firm shall provide municipal prosecution services to Delta at a flat monthly rate of \$4,000 for routine matters, which shall include processing and preparing cases for docket, attending arraignments, pre-trial conferences, and bench trials as necessary; and an hourly rate of \$125 for additional services including processing, preparing, and prosecution of jury trials and appeals; conducting training as necessary for police officers and non-sworn staff regarding Municipal Court processes; identification and recommendation of ordinances regarding municipal traffic and criminal offenses; and such other duties as are required by the City Manager and/or City Attorney (the “Delta Rate”).
 - 2. Law Firm shall not increase the Delta Rate prior to January 1, 2025. Prior to any increase of the Delta Rate, Law Firm shall provide Delta with a ninety (90) day written notice.

3. Law Firm shall not charge any fees for travel time.

SECTION II– LAW FIRM’S RESPONSIBILITIES

- A. All work to be performed by Law Firm shall be authorized verbally or in writing by the appropriately authorized Delta representative(s).
- B. Description of Law Firm’s legal services: (1) Prosecutes cases in Municipal Court, which includes communicating with defendants and their attorneys; communicating with police officers, code enforcement/animal control officials, witnesses and victims; working closely with the Court Administrator regarding administrative matters, responding to motions of defendants; processing and preparing cases for trial; representing the City in arraignments, jury trials and trials before the Municipal Court; researching the law; and representing the City in appeals from Municipal Court. (2) Performs professional legal work carrying the highest levels of volume, complexity, consequence, autonomy, and responsibility. Regularly responds to discovery requests, and drafts subpoenas, motions, notices, and proposed orders. (3) Conducts training as necessary for police officers and non-sworn staff regarding Municipal Court processes. (4) Identifies and recommends ordinances regarding municipal traffic and criminal offenses. (5) Performs such other duties as are required by the City Manager and/or City Attorney.
- C. Law Firm shall inform Delta in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep Delta informed on any changes or additions to this information. Delta shall approve any additional firms prior to commencement of work by such firms as per this Agreement. Nothing contained herein shall create any contractual relationship between any additional firm(s) and Delta.
- D. Law Firm shall review each matter and Law Firm’s records to ensure against any conflict of interest that might prevent Law Firm from fully and faithfully advising and representing Delta. If any potential conflict or differing interest exists or arises, now or in the future, Law Firm shall properly advise Delta Staff.
- E. Law Firm shall identify, verbally or in writing, the attorney within its organization primarily responsible for implementing and overseeing each project and all other attorneys and paralegals/paraprofessionals who will do significant work on each project. Staffing may change from time to time; however, Law Firm shall promptly advise Delta of such changes.
- F. With the exception of scheduled court appearances, in performing this Agreement, the hours Law Firm and its staff are to work on any given day or project are entirely within Law Firm’s control. Delta shall rely upon Law Firm to devote the time, skill and effort reasonably necessary to fulfill the purpose of this Agreement.
- G. Subject to interruptions caused by illnesses, vacations, or other scheduling conflicts, Law Firm agrees to make available the following attorneys: **Jordan Demo**

- H. Law Firm shall determine all pertinent filing dates or other deadlines for each project. Law Firm shall comply with all applicable filing dates or deadlines or obtain sufficient extensions to protect Delta's interests.
- I. Full and regular communications are essential to this Agreement. Law Firm and its staff, Delta Staff and other representatives shall actively address all developments that could significantly affect a project. Except in an emergency, Law Firm and its staff shall make no significant decision on direction, mechanics or strategy for a project without prior communication and discussion with the appropriate Delta representative(s).
- J. Insurance Requirements: Before beginning, and while performing under this Agreement, Law Firm shall maintain, without cost to Delta, the following insurance:
 - 1. For all attorneys within its organization, professional liability insurance that complies with C.R.C.P. 265(a)(3).
 - 2. Law Firm shall not cancel, materially change or fail to renew insurance coverage. Law Firm shall notify Delta of any material reduction or exhaustion of aggregate limits.

SECTION III – DELTA’S RESPONSIBILITIES

- A. Delta shall provide full information, including detailed scope of work, as to its requirements for the services.
- B. Delta shall give prompt notice to Law Firm whenever Delta observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Law Firm is not liable for delays in performance that are caused by Delta, Delta’s consultants or events that are outside the control of the parties and could not be avoided by the exercise of due care.

SECTION IV - MUTUAL OBLIGATIONS OF DELTA AND LAW FIRM

- A. This Agreement does not guarantee to Law Firm any work, except as authorized in accordance with Section I above, or create an exclusive contract.
- B. The services and any and all interests contemplated under this Agreement shall not be assigned, sublet or transferred without the written consent of Delta.
- C. Law Firm and any and all of its personnel utilized by Law Firm under the terms of this Agreement shall remain the agents and employees of Law Firm and are not, nor shall they be construed to be, agents or employees of Delta.

- D. Delta recognizes that all technical data, evaluations, reports and other work products are instruments of Law Firm's services and not designed for use other than what is intended by or reasonably foreseeable to the parties to this Agreement. Delta shall make no other use of Law Firm's work product without the prior approval of Law Firm. Notwithstanding the foregoing, such data, evaluations, report and other work products, along with the files generated by Law Firm pursuant to this Agreement are to remain the Property of Delta.

SECTION V – BILLING AND PAYMENT

Prior to the 10th day of each month, Law Firm shall provide to Delta invoices, which reflect all of the fees and out-of-pocket expenses Law Firm has incurred on behalf of Delta for the previous calendar month. Prior to the end of each month, Delta shall remit payment for all invoices due and payable unless otherwise discussed with Law Firm or Law Firm's representatives, either verbally or through written correspondence.

SECTION VI - SPECIAL CONDITIONS

- A. Confidentiality: During and after the term of this Agreement, Law Firm shall not disclose to third parties any confidential information or data. Law Firm shall treat such information as the private and privileged records of Delta and Law Firm. Without Delta's express consent, Law Firm shall not release such information to any third party by statement, deposition, as a witness or otherwise.
- B. Licenses: Law Firm shall maintain all licenses necessary to perform under this Agreement, including attorneys' licenses to practice law in the State of Colorado.
- C. Severability: To the extent the parties may perform and accomplish their obligations within the intent of this Agreement, its terms are severable. Should any term or provision be invalid or become inoperable for any reason, such invalidity or failure shall not affect the validity of any other terms or provisions. Waiver of any breach of a term shall not indicate a waiver of any other term or the same term upon later breach.

SECTION VII - LAWS AND ORDINANCES

Law Firm, at all times, agrees to observe all applicable federal and state laws, Ordinances of the City of Delta, and all rules and regulations issued pursuant thereto, that in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII - TERMINATION OF CONTRACT

- A. Termination of Agreement: Delta shall be entitled to terminate this Agreement without prior notice to Law Firm at any time and at its convenience. Law Firm shall be entitled to terminate this Agreement upon giving the other party ninety (90)

days' written notice of intent to terminate. Should Law Firm terminate the Agreement, Law Firm agrees to continue representation of Delta on all matters pending at the time of termination until satisfactory substitution of counsel by Delta.

- B. Annual Appropriation: The terms and conditions of this Agreement are subject to annual appropriation by the City Council of the City of Delta.
- C. Effect of Termination: In the event of termination, all finished and unfinished work product(s) prepared by Law Firm pursuant to this Agreement shall become the sole property of Delta, provided Law Firm is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Law Firm shall not be liable with respect to Delta's subsequent use of any incomplete work product, provided Law Firm has notified Delta in writing of the incomplete status of such work product.

SECTION IX - CHANGE IN SCOPE OF SERVICES

Delta may from time to time require changes in the scope of the services of Law Firm to be performed herein. Compensation to Law Firm payable hereunder shall be adjusted to reflect any change in the scope of services.

SECTION X - EQUAL OPPORTUNITY EMPLOYER

- A. Law Firm shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed or physical or mental disability. Law Firm may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion and transfer and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. Law Firm shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
- B. All solicitations and advertisements for employees placed by or on behalf of Law Firm shall state that Law Firm is an equal opportunity employer.
- C. Law Firm shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Law Firm, so that such provisions are binding upon each sub-consultant.
- D. Law Firm shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Delta or their respective agencies may require.

- E. Law Firm shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Delta or their respective agencies may issue to implement these requirements.

SECTION XI – ILLEGAL ALIENS

In compliance with C.R.S. § 8-17.5-102, Law Firm represents, warrants and agrees:

- A. That Law Firm shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, shall provide Delta with duly executed **LAWFUL PRESENCES AFFIDAVITS** of its employees upon request, and shall not enter into a contract with a subcontractor that fails to certify to Law Firm that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. That Law Firm has confirmed the employment eligibility of current employees and shall, within twenty (20) days after hiring any new employee to perform work under this Agreement, affirm that Law Firm has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee. Law Firm shall provide a written, notarized copy of the affirmation to Delta upon request.
- C. If Law Firm obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Law Firm shall: (i) notify the subcontractor and Delta within three (3) days that Law Firm has actual knowledge that a subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this Section XI, the subcontractor does not stop employing or contracting with the illegal alien; except that Law Firm shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that it has not knowingly employed or contracted with an illegal alien.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DELTA, COLORADO

CAMP & SKARKA, LLC

By: _____
Kevin Carlson, Mayor

By: _____
David J. Skarka, Member/Manger

Date: _____

Date: _____

ATTEST:

City Clerk



January 11, 2024

Kathryn Grosscup, Manager, Tax Credits
Colorado Housing and Finance Authority
1981 Blake Street
Denver, CO 80202

RE: Support for 9% LIHTC Funding for Phase II of Residences at Delta

Dear Ms. Grosscup:

Delta is an All-American City in the heart of western Colorado. We pride ourselves on our community spirit, abundant natural resources, and we seek to be an attractive and vibrant rural community for residents, business owners, and visitors of all ages.

Housing costs continue to rise in Delta and are now often beyond the reach for many of our residents. This is a letter of support for the proposed new construction of approximately 50 housing units including for families with children in Delta, Colorado.

This development is a public/private partnership between TWG Development, LLC and the Delta Housing Authority. Delta Housing Authority would be the Special Limited Partner and the property manager. The new housing will serve residents who have incomes from 30% AMI to 60% AMI. The 4+ acre site is shared with Phase I (Residences at Delta) allowing for community gardens, walking trails, a playground, and inter-generational community services. It is located at 1498 Villa Street, near the Delta Housing Authority's offices and family housing, which creates an opportunity for seniors and youth to connect.

The City of Delta looks forward to a continued partnership with TWG Development, LLC and Delta Housing Authority. We have adopted a formal policy to guide our financial contributions to projects such as this, and anticipate financial support to the project with fee and tap waivers of up to \$400,000. The final value of these contributions is subject to change based on review of the final building design and would not include any direct costs the City may incur for building plan review through our third-party vendor. These commitments are contingent upon CHFA's award of 9% Low Income Housing Tax Credits, and final review and approval by the City's Incentive Committee, which is underway.

Phase II of Residences at Delta will be designed with maintaining a community connection for families with children and seniors for an inter-generational approach. Phase II of Residences at Delta would be a welcome addition to our community. We look forward to CHFA's support of this venture.





The City of Delta strongly supports this proposed development in Delta to serve additional low-income families and individuals. Please contact Elyse Ackerman Casselberry, City Manager at 970-874-7566 or via email elyse@cityofdelta.net for further questions.

Sincerely,

Kevin Carlson
Mayor-City of Delta





Attachment 1

Delta Phase II Permits/Tap Fees

Taps

2" Water service- $\$21,400 + \$3,850 + (\$1,500 \times 50) = \$100,250$

Sewer service - $\$38,650 + (\$2,600 \times 50) = \$168,650$

Fire Hydrant - \$4,000

Permits

Building Permits - \$55,000

Plan review – 65% * \$20,000 - \$13,000

Mechanical/Electrical Permits - \$10,000

Excavation Permit - \$4,000

Fire code fees - \$3,100

Sign permit - \$25

Miscellaneous

Lot Split - \$250

Parks - \$1,203

TOTAL: \$359,478 (closer to \$400,000 if a 3" tap is needed)





CITY WIDE MONTHLY REPORT

JANUARY 2024

CITY MANAGER

Budget- The Budget for 2024 has been approved and set for fiscal year 2024. The fiscal year for the City of Delta begins on 1/1 and ends on 12/31 every year. The fiscal year 2024 budget was in place at the closure of 2023 and is in use across the City at the time of this report. A copy of the final budget can be found on the City website here: <https://cityofdelta.net/finance/page/city-delta-budgets>

Crisis Prevention Unit - CPU is working diligently to support the efforts of the Delta Police Department and provide preventative services and resource connections to vulnerable members of our community. CPU is still short-staffed but is available to support anyone in need. Please call 970-874-7911 to reach CPU.

Delta Library Innovation Workspace - The coworking space is open and operational. More information about accessing the space and memberships can be found here <https://deltalibraryinnovationworkspace.proximity.app/account/memberships/change>

Staff are working diligently with the steering committee and consultant to open the Makerspace portion of the facility. On February 3, 2024, we will be hosting a grand opening event from 10 am to 2 pm. This event will include a Tool-Raiser, Speakers, Tours, and Demonstrations. Additional information can be found on the Makerspace's website here <https://www.deltainnovationworkspace.org/>.

One Delta County - The One Delta County Executive Committee met on December 12, 2023, to discuss board officer vacancies and strategic planning. The board discussed progress on the workforce housing project and ongoing efforts with the positive employee class. The full board will meet again on January 16, 2024.

Delta Housing Authority - The Delta Housing Authority Board met on December 20, 2023. During the meeting, staff reported on the organization's financials as well as the status of all properties. At the time of this meeting, staff were working diligently to fill vacancies at the Residences at Delta.

ADMINISTRATION TEAM

Human Resources:

December 2023

- We are currently at an employee count of 100 FT and 134 PT.
- We have had 2 new hires and 9 Termination for November as of 12/27/2023.
- We are recruiting for PT LifeGuards, Public Works MSW1, Building Official, Crisis Prevention Unit Manager, Crisis Prevention Case Manager, Business Incubator Manager, Creative Technologist, Custodial (PT) and Golf Course Supervisor.
- New Hire Orientations will pick back up starting January 9th at 1pm.
- The **Employee Council** is still working on communication within the City and keeping a close eye on department morale. We are planning the Holiday Party for January 5th at the Elks. It will be a Casino night and a Taco Bar. We would like to invite the Council members to attend a meeting (4th Tuesday at 1pm every month).
- The **Safety Committee** is working on Equipment Safety/Care/Maintenance policy to extend the life of the City's property, develop a standard for all City property operations while keeping our employees safe. (extended to the New Year due to Holiday scheduling).

City Clerk

- Completed two records requests.
- Working with a law firm on a potential new liquor license.
- Completed 5 burial permits for the cemetery.
- Sold 1 cemetery lot.
- Continue training for Deputy City Clerk/Court Clerk.

Municipal Court

- Met with the City Manager, Chief of Police and the Municipal Court Judge regarding prosecution. Staff will be presenting a request to increase the prosecutorial services.
- Participated in the Alternative Defense Counsel review of court-appointed Council.
- Completed juvenile expungements for the year.
- Received the following new cases:
 - 3 Animal Control citations
 - 19 various municipal violation citations
 - 49 traffic citations

Fleet & Facilities;

Fleet;

- Techs have been busy with repairs and maintenance on all equipment & vehicles.
- . Staff has been working on cleaning, organizing the shop and storage area's to create more work space. This is an ongoing process.
- Staff is currently writing up specs for equipment and vehicles to be put out to bid.
- Staff is still working through the paint issues when scheduling permits due to poor manufacturing painting. This process will continue into 2024
- .For the month of December Fleet has completed 91 repair and maintenance work orders

Facilities;

- . Maintenance and repairs on the City facilities are still ongoing.
- . Work on the Library co-working space is progressing.
- . For the Month of December Facilities has completed 17 work orders

Public Information and Innovation (and GIS):

GIS

- Ongoing data entry and quality control with public works for asset mapping.
- Working with Delta PD to create a Neighborhood Watch registration and tracking tool and Dispatch Call density map.
- Developing training how-tos and white pages for City Asset Field Mapping Solution.
- Implemented local real-time version of City Reference Map (i.e.Pictometry).
- Process FEMA/FIRM LiDAR dataset
- Implemented the use of ESRI Storymaps to enhance internal and external communications, marketing, and public information for projects and events.
 - Hillside Reconstruction Project. - [HILLSIDE STREET REBUILD \(arcgis.com\)](https://arcgis.com)
- Continued collaboration and support as part of the City's development review team and Community Development department..

Events and Marketing

- Confirmed dates for 2024 Arts and Cultural Events
 - May 4 - Cinco de Mayo
 - June 13th and 27th - Cleland Park Music Series
 - August 3, 10, 17, and 24 - Robidoux Pickin Series

- Continued print media advertising contract with Delta County Independent.
- Working with the Communications team to develop marketing schedules and identify relevant advertising tools for city projects and events. Develop internal communications tools to assist in tracking and deploying advertising and support.

Fort Uncompahgre

- Christmas at the Fort was a huge success and saw over 350 visitors. Fort Volunteers raised over \$1000 in sponsorships to offset the cost of the event and over 350 food items were collected to support the City Crisis Prevention Unit. Participants and volunteer organizations included: Altrusa, JROTC, FFA, Friends of the Fort, and many others.
- The Fort closed on Dec 23rd, 2023 until March 12 2024. We sold 50 Christmas tree cutting permits in partnership with the Forest Service.
- Plan for winter include: tree maintenance, roof and cabin chinking repair, shade structure expansion and construction, and merchandise inventory.
- We are cleaning up and organizing in preparation for some maintenance work at the Fort during the months of January and February. This includes cleanup and reorganizing the Office space at the visitor's center and the classroom building in the NE corner of the fort. We are also beginning plans to put a more permanent, waterproof roof on the stage in the event space in time for spring events.

WELLNESS PLACE TEAM

Recreation

Customer Service:

- This Holiday season has been a busy one, with lots of new tours and memberships being purchased. Currently, we have a 20 punch special for just \$56 through December 31st, so don't miss out on this great deal.
- Facility reservations are starting to pick up and we are looking to have a very busy spring, so make sure you plan ahead for your next meeting or special occasion.

Youth:

- The City of Delta was awarded \$15,000 from the Colorado Garden Foundation for their Educational Community Garden Project. We are in the beginning phases of reaching out to volunteers and groups interested in helping out with this great community endeavor. Early season prep will begin in February with DOC work crew and Delta HS FFA assisting in the construction of the raised beds and green house and any other infrastructure needs. We look to offer educational classes, a kids garden area for after-school

programming and raised beds specifically designed for seniors. The fencing has already been installed, once again thank you to CO Board of Realtors for their incredible donation.

Fitness:

- The annual 5k Santa run/walk around Confluence Lake was a chilly, but fun one. Everyone dressed in Santa Suits and donated amazing gifts, which provided our local children Christmas cheer.
- Dance class had a full horse for their final Nutcracker Performance and how cute all the little dancers were in their costumes.
- Drop in TRX classes are coming to the January schedule, so pick one of those today and get started with this great class.

Aquatics:

- The aquatics is working diligently on getting bid packets together for next year's Tot Pool plaster project as well for the Wellness Boiler replacement project.
- Winter swimming lessons are
- If you are 15 and older and looking for a great job, with a Recreation Center membership benefit, get signed up for our next Lifeguard Class during February Break Week.

Parks, Open Space, Trails-

- Daily restroom/trash clean-up
- Poured concrete at the Library and dug the drain
- Installed playground, fence and gazebo at the library
- Tree removal and pruning on the West side of the lake
- Redecked the dock at Confluence
- Homeless clean-up at Confluence
- Cleaned up arena
- Jacob Leary and Max McMahon got their CDL
- Fixed toilets at Confluence restrooms
- Finished leaf pick-up at Tamarak
- Trash pick-up along Uncompahgre River
- Removed Russian Olives at Mountain View
- Walk through with Engineers at the Veteran's Park
- Brush hog Cottonwood
- Installed six benches around Confluence
- Cleaned up Russian Olives on Island at Confluence
- Cleaned up in front of Fort Uncompahgre

- Install new heater in the Parks Maintenance Shop

Community Engagement

EVENTS

- Breakfast with Santa was held Saturday, December 2nd from 8:00-10:00 am at Bill Heddles Rec Center. Delta Rotary provided the breakfast and the people to serve and Rocking W provided all the milk. We had 440 people attend the event to take pictures with Santa, eat pancakes, and make crafts.
- Balloon Festival-July 4-7th, 2024-ELVIS is in the building! We are excited to say that we have secured a huge Elvis Balloon for the festival. We also have a stars and stripes balloon coming! We are about to hit the \$30,000 mark in sponsorships. Thanks to all the businesses and individuals that are supporting this event. Lots of other exciting things too....

YOUTH SPORTS

- K-2nd Skills and Drills Basketball | Our first session ended December 19th and had 59 participants. There are currently 53 signed up for the second session that starts on January 17th.
- Girls' Basketball | We have a total of 78 3rd-6th grade girls signed up to play basketball. Delta has a total of nine girl's teams. Our teams will begin practice on January 2nd and start games on January 19th. They will play games against Olathe, Hotchkiss, Surface Creek and Paonia. In all, there are 29 girls' basketball teams in the league.
- Santa's Little Helpers Pre-K Track Meet was held on December 15th. We had 22 littles that participated.
- pated in different running and field events.
- Registrations for Little League Baseball, Youth Tennis Clinic, and Spring Soccer are open.

ADULT SPORTS

- Pickleball | The pickleball group has transitioned inside the rec center for winter play. They play on Mon/Wed/Fri from 7:15-11:15 am and Tues/Thurs from 12:30-3:00pm. Participation is steadily increasing each week. Over the school breaks they don't play in the afternoons on Tuesdays and Thursdays.
- Spring 4 on 4 Volleyball league registration will open up after January 1st.
- Open WallyBall play started in November on Wednesday nights. Average of 8 participants each Wednesday.

PARK RENTALS

- 3 Park rentals in December

LEISURE

- We traveled to Montrose and Amazing Glaze for Christmas ornament painting and cocoa. In total, 15 painters created beautiful trees, bowls, ornaments and chapels. The talent never ceases to Amaze me.
- The Partners Racquetball Santa ShootOut had over 30 players that either played or donated. Entry fee was a gift for a girl/boy. The racquetball Elves donated over 50 gifts and coupled with the Fitness Santa Walk/Run gave gifts for all Partners youth along with Helping the Delta Giving Tree. The love and generosity was felt around the Delta community.
- The Vaudeville /Dinner Show in Glenwood continues to be the most sought after activity year in and year out. This year, we had 40 patrons join our caravan. Montrose Rec. District also tagged along with another 20 event goer's. A pre-show social was set up in the hotel lobby and Christmas merriment began. As usual the show was heartwarming and FUNNY. Gary and several patrons then hit the streets to Hotel Colorado for scenery, lights and falling snow.
- The 2024 schedule is out and sign ups are quickly filling out some events already. Happy New Year!!!

GOLF

Maintenance

- December was spent initializing off season irrigation projects that are best completed with no water in the system.
- A strong effort was put forth in the parking lot and clubhouse area landscapes cleaning, pruning, removing dead, adjusting rocks, and hauling in more bedding material.
- Ropes were installed in high traffic areas of the golf course to manage winter wear by off season cart traffic
- Organizational efforts began in maintenance facility
- Maintenance yard cleanup also began
- Winter cup rotation and tee marker rotations as well as bunker maintenance also occurred
- The entire seasonal staff is gone at this point. Staff includes myself, the assistant superintendent, and the equipment manager.

PW & UTILITIES TEAM

Public Works & Engineering

- Snow Plowing 3 Storms - 30 Man Hours - 800 gal of Mag - 70 Tons of Salt Sand
- Cedar St sewer line replacement of 500'
- Les Schwab Tire Shop - Installed new tap for fire hydrant line, tapped a 8" fire suppression line, tapped a 1½" water service line
- Vision Academy - Installed and activated 1 ½ " water meter
- Jetted / Cleaned 12,500' of sewer lines and 8 Lift Stations
- Shutdown Main St. for Parade of Lights
- Shutdown Main St. for house fire
- Repaired 2 Main water breaks and 1 service break
- Ordered repair materials for water line at Gunnison River Bridge Fire

Electric & Broadband

- Crew Installed Transformer and Pole needed to have a larger electric service to the Community Safety Center, Luckily we had transformers in stock for the project. We are planning to coordinate a move with Centurylink to remove the pole in the Post office parking lot.
- We are down to the last engine in the plant Unit 1 has about ¾ left to go, We will be starting to remove concrete flooring in February.
- Staff was contacted by Ouray Hydro Plant, They are wanting to re-purpose Unit One's Alternator to upsize their hydro plant in Ouray. This generator meets their needs to maximize the peloton they currently have and they would be able to increase production by 200KW. We are working on a price to bring to council in February.
- Working with Verizon to possibly lease from the city a cell tower at Mountain View Ball park. They will replace out one of the Light poles for the ball fields and install equipment at the base outside the current fence. We are looking into the fair price for a lease of a cell tower. This is a need for the area as the cell reception is spotty and the need is growing every day.
- KLJ Engineering, has begun the design of the 5th street Traffic signal, on schedule to have plans by april.

Wastewater Treatment

- Andy's finally back from surgery and recovery as of 1/10/2024 (light duty)

- Megan, Derek, Elyse and JVA working on finalizing potential Dola grant for supplemental digester funds
- Replaced digester blower over Christmas, digester unhappy for a couple of weeks
- Major water break on 3", Public works assisted in repair.
- Fine screen in headworks got out of alignment, took a full day, staff was able to replace some components and re-align.
- Plant has had issues with an individual (Chris Taylor) trespassing and removing some miscellaneous metal items and culverts from the property. PD has been called on multiple occasions. Posted 9 no trespassing signs around the property.

CITY FORWARD TEAM

Community Development

- Continue to provide support to the Grant Agreement from the U.S. Department of Transportation Federal Highways division to kick off the RAISE-funded Main Street revitalization project.
- Participated in a product demonstration with Placer.ai. This company provides location analytics including visit trends, trade areas, and demographics as a foundation of understanding data about the community. They offer a full market intelligence program providing insights on things such as visitation metrics, business areas and leakage, crime trends, traffic data, sales tax projections, etc.
- Continued dialogue with representatives from Eagles Nest Subdivision to discuss preliminary layout of streets, lots, and emergency access. This is a proposed infill development that would add 12 single family residential lots. Preliminary Plat is being developed.
- Staff notified community members that may be affected by newly proposed FEMA FIRM maps of their opportunity to comment on the non-technical aspects of the proposed mapping. Approximately 215 letters were sent to individual property owners and businesses within the affected area.
- Participated in the Affordable Housing discussion with One Delta County and Uncompahgre Development Corp. These discussions further inform decisions related to affordable and workforce housing in Delta and Delta County. The City and One Delta County will be hosting a public information session in early February.
- The City submitted a Letter of Intent to apply for grant funding to increase the capacity of the planning department to enhance efficiency and to expedite the approval process of residential uses that constitute affordable housing. The LOI was approved by DOLA, the City will apply for a grant in February.
- Met with Riverwood Hotel and RV Park to discuss expansion of the RV park and floodplain permitting requirements.
- Building department stats
 - 5 building permits issued, of those permits 1 were single-family dwelling

- 22 total permits issued
- 56 inspections completed
- **Building project updates**
 - The Grove- Need final inspections, fire/building.
 - Armory - beginning work on exterior configuration and foundations
 - Callaways - Need final inspection
 - Les Schwab - foundation and underground complete; vertical construction has started
 - Java Hut - Waiting for applicant to final site plan and improvements agreement
 - Sheriff's Office - wall roughs, framing, electrical, plumbing
 - Vision Charter Academy - construction ongoing
 - Pregnancy Resource Center - drywall
- **Planning and Subdivisions**
 - 5 Boundary Adjustments in progress
 - 2 Boundary Adjustments on hold
 - 8 Subdivisions in progress, 0 Subdivision on hold, 0 Minor Subdivision on hold
 - 0 Rezone applications in progress; 1 Rezone applications on hold

POLICE DEPARTMENT

Delta PD updates for December 2023:

Police Operations:

- Finalizing LifeSpot programs
- Assisted CPU with more new hire interviews
- Parade of Lights
- Worked with municipal courts on bringing on prosecutor for all municipal cases
- Attended Pearl Harbor remembrance
- Updated Western Colorado Peace Officers Assn. memberships and brought on a new board member
- Assisted Ouray County Sheriff's Office with supervisor testing
- Completed active shooter training at the Delta Middle School
- Conducted two BATTLEWest operations in the City of Delta
- Worked with Delta Family Center on the annual Giving Tree program and served 430 children.
- See stats below

Animal Control / Code Enforcement:

- Working with CPU and police to address numerous code violations throughout Delta.
- Took numerous animals running at large calls.
- Addressed several chronic code violations with summons

Community Policing:

- Weeklong FEMA training class at Montrose Police Department: Public Information Basics
- Completed FEMA class: Public Information Awareness
- Completed FEMA class: Social Media in Emergency Management
- Attended Active Shooter Training with DPD officers: posted info on social media platforms
- Weekly 9pm Routine posting on social media platforms to promote crime prevention strategies
- Weekly Blotter on social media
- Attended VFW Pearl Harbor remembrance and posted event to social media platforms
- Posted real-time updates on social media re: Delta fire on Main Street
- Ongoing communication with downtown businesses
- Business Watch updates regarding criminal mischief impacting downtown
- Ongoing communication with Neighborhood Watch groups
- Ongoing communication between Neighborhood Watch group and police department personnel
- Coordinating with community groups to implement PTSD awareness campaign in June '24
- Ongoing outreach to community members to encourage participation in both Business and Neighborhood Watch group
- Ongoing campaign to encourage more community members to invest in security cameras to assist police department in identifying suspects, and assisting in crime prevention efforts
- Attended monthly zoom meeting with area PIO's
- Coordinating with GIS to collect data to share crime maps on website and social media
- Took portraits of DPD staff members, and updated department pictures on website
- Ongoing updates to PD website

Other Events:

- Construction is still moving rapidly at the Community Safety Center

Emergency Management:

- Updated DPD Assets in the Colorado system

Delta Police Department Calls for Service:

Total CAD Calls 1227

| | |
|-------------------------|-----|
| Total Arrests | 29 |
| Total Criminal Summons | 26 |
| Total Traffic Stops | 221 |
| Total Traffic Citations | 62 |

Reports written on the following:

Incident Non-Crime 2
 ABANDONED VEHICLE 2
 AGENCY ASSISTANCE 13
 Animal Control 13
 ARSON 2
 ASSAULT 2
 ADULTS NEGLECTED/ABUSED 1
 AUTO THEFT 2
 BURGLARY 1
 Certified VIN Inspection 1
 CHILD ABUSE OR NEGLECT 1
 CITIZEN ASSIST 5
 CIVIL PROBLEM 6
 Code Enforcement 7
 CRIMINAL MISCHIEF 11
 Death Investigation 3
 Disturbance 4
 DOMESTIC 3
 DRUG VIOLATION 4
 DUI ALCOHOL OR DRUGS 1
 Error 8
 Fire 6
 FRAUD 4
 HARASSMENT 4
 IDENTITY THEFT 1
 Information Report 11
 Juvenile Problem 1
 K-9 10
 LITTERING 1
 LOST OR FOUND PROPERTY 4
 M-1 HOLD/CONTACT 4
 Marijuana 1
 Medical Emergency 2
 MISSING PERSON 1
 Obstructing 2
 Private Property Accident 8
 Reddi/Reckless 2
 VIOLATION OF RESTR/PROT ORDER 4
 RUNAWAY JUVENILE 2

Search Warrant 1
SEX OFFENSE 1
SHOPLIFTING 6
SUICIDAL SUBJECT 1
SUSPICIOUS PERSON/CIRCUMSTANCE 17
THEFT 3
TRAFFIC VIOLATION 1
Car Deer Accident 2
Traffic Stop 2
Traffic Accident 14
TRESPASS 18
Wanted Person 18
WILDLIFE 1

City Attorney Comments

City Manager Comments

Councilmember Comments

