



A G E N D A

**Delta City Council
Regular Meeting**

**May 7, 2024
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Citizen Comments**
- D. Approval of the April 16, 2024 Regular Meeting Minutes**
- E. Appointments for the Planning Commission**
- F. Public Hearing: Show Cause Hearing for Retail Liquor Store License; Kohinoor, LLC dba Quick Buy Wine & Liquor**
- G. Dedicated Parking for Fire Department @ Meeker Lot**
- H. Consideration for Replacement of Patrol Unit**
- I. Consideration to Award Bid and Approve Contract for the A Street/16th Street Mill & Overlay Project**
- J. Approval of RAISE Grant Contract with Federal Highway Administration**
- K. Consider to Approve Contract with Stryker for the Warming/Cooling Shelter**
- L. Appointments to Boards and Committees**
- M. City Attorney Comments**
- N. Monthly Manager Report/City Manager Comments**
- O. Councilmember Comments**

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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, William Tedrow, and Mark Broome, along with City Manager Elyse Casselberry and City Attorney Nicole Garrimone-Campagna and Councilmember-Elect Ronald White and Dan Korthuis. 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.

Approval of the April 2, 2024 Regular Meeting Minutes

It was moved by Councilmember Boyd and seconded by Councilmember Broome to approve the minutes of the April 2, 2024 regular meeting. All in favor, motion carried.

Oath of Office- Ronald White and Dan Korthuis

The clerk administered the Oath of Office to Ronald White and Dan Korthuis.

Appointment of District B Vacancy

Councilmember Carlson explained that there were three exceptional candidates for the District B vacancy. The interviews were conducted during the work session prior to the regular meeting. He thanked all three for applying. The floor was opened for nominations and discussion.

Councilmember Korthuis asked if there is any concern regarding appointing a specific gender.

Councilmember Kevin responded that he will base his appointment for the District B vacancy off of qualifications not gender.

Councilmember White thanked all three applicants as they each offer unique qualifications. He feels the City is blessed to have three qualified individuals who want to participate. He thanked the applicants for jumping into this and for making it a very difficult decision on who should fill the District B vacancy.

Councilmember Tedrow commented on what each candidate brings to the table.

It was moved by Councilmember Tedrow to appoint Jamie Lane to the District B vacancy.

Councilmember White commented that he hopes the engagement the other two applicants have will continue. He feels Ms. Lane's experience in municipal budget management as well as coming from of a community that can bring some lessons learned into this community. He believes she will also reach the generational gap that has been missed in the past.

Councilmember White seconded the motion to appoint Jamie Lane to the District B vacancy. Voting aye: Councilmembers White, Tedrow and Carlson. Voting against: Councilmember Korthuis.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Oath of Office-District B Appointee

The clerk administered the Oath of Office to Jamie Lane.

Appointment of Mayor and Mayor Pro Tem

Councilmember Carlson reminded everyone that the Charter states that every two years the Mayor is appointed from the elected Councilmembers.

Councilmember Korthuis asked how long Kevin Carlson has been Mayor.

Councilmember Carlson stated that he has been the Mayor the last two years.

Councilmember Korthuis nominated Kevin Carlson as Mayor.

Councilmember White commented that this Council makes a decision as a group, the role of Mayor is to be that spokesman and Mr. Carlson does a really good job at being that spokesman. More importantly, he commended that Councilmember Carlson is a master of the process. Mr. White seconded the nomination of Kevin Carlson as Mayor.

Kevin Carlson accepted the nomination as the Mayor of the City of Delta.

It was moved by Councilmember White and seconded by Councilmember Korthuis to appoint Kevin Carlson as Mayor. All in favor, motion carried.

Mayor Carlson commented on his time on the City Council and that he was glad he was able to learn from others before jumping in to becoming Mayor. He spoke on his time as Mayor and with Mr. Tedrow being on Council with him, he would be in favor of seeing him step up to being Mayor Pro Tem because of his experience and give him for of a chance to have a voice. Mayor Carlson nominated William Tedrow as Mayor Pro Tem.

It was moved by Councilmember Carlson and seconded by Councilmember White to appoint William Tedrow as Mayor Pro Tem. All in favor, motion carried.

Changes to the Agenda

City Clerk Mrs. Nelson requested to move the following agenda item; Ordinance #3, 2024; Second and Final Reading; Supplemental Appropriations to after the Consideration of the Purchase and Sale Agreement with Uncompahgre Development Company for Delta County Parcel Nos. 345519146001 and 315519146002 as the Ordinance is dependent on approval of the Purchase and Sale Agreement.

Citizen Comments

Brandon Lindsey, 981 Willow Wood Lane, thanked the Council for starting the meeting with the Pledge of Allegiance. The waterlines that were replaced at 3rd Street and Hartwig Drive have not been paved over and hopes the Council will look into that. Mr. Lindsey stated he would much rather have face to face communication and is curious to see where the City is at with the sanctuary city status for the City of Delta. He believes the city's taxes are higher than most places

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Citizen Comments (cont.)

and wants to see the City make a statement of where we stand. He prays no one else is in his situation and hopes to come to more meetings. He believes in this town and believes a statement needs to be made according to what was pledged at the beginning of the meeting.

Scott Schiable, 25 Mesa Road, congratulated the new Council and wished them good luck. He commented on the marijuana vote and acknowledged the advocates who spoke against marijuana. He thanked the voters for getting the voice out. He encouraged the Council to budget to educate youth on dangers of marijuana, vapes, THC, etc.

Recognition of City Council- Cathy Boyd and Mark Broome

Mayor Carlson and the City Council recognized Cathy Boyd and Mark Broome for their time spent on City Council.

Cathy Boyd commented on her start when she took office as a Councilmember. It was a difficult time adjusting to Covid and learning the ropes of City Council. She appreciates everyone so much for their guidance, leadership and part in making the Council run. She mentioned the importance of supporting your local businesses.

Mark Broome congratulated the new Council. God needs to be the center of the Council and the City. He will try to be behind the scenes and gather people to help the City Council and be the voice.

City Manager Elyse commented on the pleasure it was watching Mr. Broome blossom in his role and grow his voice. He did it in a kind and thoughtful way.

Recognition of Planning Commission – Ronald White and Gerald Roberts

Mayor Carlson, recognized Gerald Roberts and Ron White for their time on the Planning Commission.

Gerald Roberts commented on his time on the Planning Commission and thanked the Council for their recognition. He spoke on his involvement with the City, City Council and his next role on the Charter Commission.

Ron White thanked the Council for their recognition of his time served on the Planning Commission.

Public Hearing: Hotel and Restaurant Liquor License Application; 476 Station LLC

The City Clerk explained what the Public Hearing is regarding and what the Council will be presented with. It is a quasi-judicial matter. As they are considering a liquor license application that does require a Public Hearing at which time any interested parties may provide testimony and be cross-examined. Decisions must be based on what facts and information is presented during the Public Hearing. There was further explanation regarding the steps taken in a Public Hearing and the decisions the Council will make.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Public Hearing: Hotel and Restaurant Liquor License Application; 476 Station LLC (cont.)

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

City Clerk Jolene Nelson reported that St Tavern and Delta tin Hall on the Back 40, LLC has applied for a Tavern Liquor License. After review of the application staff has determined the following preliminary findings:

- The owner of the LLC is Phakhaphon Rodthanong.
- Has been subject to a criminal record check through the Colorado Bureau of Investigation and no record within the last 15 years was located.
- The location of the business is 521 Main Street in Delta.
- There has not been a denial of an application for a Hotel and Restaurant License at the location for which the application is made.
- A sign was posted at the site as required by law.
- A public notice was in the Delta County Independent as required by law and posted on the City's website.
- Within the corporate limits of the City of Delta, there are the following existing liquor outlets:
 - Beer and Wine 2
 - Club 1
 - Hotel & Restaurant 11
 - Retail Liquor Store 4
 - Tavern 1
 - Fermented Malt Beverage and Wine (off premises) 6

The City Clerk Jolene Nelson, explained the application being presented to the Council for 476 Station LLC. The owner was not present; however, his wife represented the applicant during the Public Hearing. They are currently working with the Building Department to get everything they need done in order to proceed forward with the business.

Councilmember Korthuis asked if there were State requirements for how many liquor licenses may be held.

Clerk Nelson reported that the City of Delta has not adopted any regulations limiting the number of liquor licenses within the City.

The applicant presented signatures showing the need and/or desire for the liquor license. The applicant wants to have a Thai and Sushi Restaurant in Delta, as they live in Delta and are aware of residents of Delta traveling to their restaurant in Hotchkiss. Their manager will control the liquor sales. They have trainings in place for their employees who serve alcohol.

Mayor Carlson asked if they ID check everybody to verify they are of age.

The applicant responded that they always verify age before serving alcohol to their customers.

There were further questions regarding the liquor license application and who will manage the liquor license. It was explained that the owner has hired a manager who will oversee the restaurant as he is managing the Hotchkiss location.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Public Hearing: Hotel and Restaurant Liquor License Application; 476 Station LLC (cont.)

There was discussion regarding the building of which the restaurant is planned to go.

Community Development Manager Joe Gillman reported that the building permit and plan review will ensure the building was constructed to code.

Tom George, 258 Dodge Street, the statement was made if they don't get a license they won't open. He was curious if that is a stipulation for them to open.

Clerk Nelson stated that was a statement she made and clarified they applied for the license now to have the license when they open the restaurant and not that if they don't get the license they will not open.

The Applicant responded that due to their experience with the restaurant in Hotchkiss, they would still open the restaurant and serve food even if they cannot serve liquor.

Mayor Carlson, asked if there is a certain number of signatures that are required.

The City Clerk responded that the threshold to meet the needs and/or desires requirements are up to the City Council to determine.

The Mayor called for further comment and when there was none he closed the public hearing and reconvened the regular meeting.

It was moved by Councilmember Korthuis and seconded by Councilmember White to approve the proposed liquor license for 476 Station LLC. All in favor, motion carried.

Non-Sanctuary City Discussion

Mayor Carlson commented on the discussion regarding non-sanctuary cities that was had at the April 9, 2024 work session. He feels that doing nothing is not an option, even though the City of Delta has not been declared as a sanctuary city.

Councilmember White spoke on the discussion held at the work session on either to declare or not declare the City of Delta as a non-sanctuary city. He feels not declaring interprets that you are a sanctuary city and by declaring it will clarify that we as a City do not have the resources. The process at the border needs to be addressed federally. The problem is growing and the declaration would help us move forward. It would be beneficial to have the City Attorney draft a declaration.

Mayor Carlson asked what the most beneficial way to announce that we do not have the resources to be a sanctuary city and if by doing a press release or something more official. He is heavily in favor of migrant workers that our farmers rely on and we do not want to alienate anyone by making a declaration.

Councilmember White commented that other cities are encouraging people to get on a bus and move to other communities. This is hindering smaller communities like the Delta.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Non-Sanctuary City Discussion (cont.)

City Attorney Nicole Garrimone-Campagna stated the city is not declared as a sanctuary city. As far as proclaiming the City does not have enough resources to aid those outside of the community she can prefer a draft proclamation.

Councilmember Lane stated she felt a press release would provide more information and education to the community rather than a proclamation. A press release would allow further detail as to why we are not a sanctuary-city. Informing the public that the City does not have those types of resources, housing, and we can not put that type of strain on our Police Department.

Councilmember Tedrow was also in favor of the press release which would help get the information out to the public. The wording needs to be right and would want to have the attorney's review.

Mayor Carlson encouraged anyone to present their thoughts and opened the meeting to the public. He also commented that an idea was shared to partner with Delta County in a joint statement.

Councilmember White spoke about the ability to enforce the City's loitering and urban camping laws which are based on the City's ability to provide alternative housing. If we add to the mix we then are not able to enforce the laws.

Angeles Mendez with the Western Colorado Migrant Coalition, thanked Council for inviting them to express their concerns. They are a non-political organization that is neither in favor or against the decision the Council makes tonight. They serve some families in the area and one concern that has been brought to their attention is there are buses bringing H2A, H2B, Asylum seekers, and refugees. Her biggest concern is ICE being called on these workers or the cops being called. She wants to know how this will affect the farmers and doesn't want anyone to be judged by the color of their skin. She feels there are a lot of gray areas on how this will affect those who work and live here. Their goal is to make sure there is not any division and or fear mongering.

Fay Mathews, 1751 Hillcrest Drive stated that the City needs to declare itself as a non-sanctuary city. He knows of several farmers in the area that hire the immigrant workers and they all do it legally.

Brandon Lindsey, 981 Willow Wood Lane commented that the City should go with the public notice and to quit hiding behind things and take a stand. Mr. Lindsay encouraged everyone to watch the news, all affiliates, to see what is going on in America right now. We need immigrants, but we don't need nine million of them. We don't need buses unloading on Main Street and destroy what has been done.

Lance Nelson, 365 Main Street, stated he would vote to be a non -sanctuary city.

City Manager Casselberry explained a few of the options the Council may take to share the information they are wanting the public to know. It would be helpful for staff to know what level the Council is seeking, between a proclamation or a press release and what level of weight the Council wants the key points to be.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Non-Sanctuary City Discussion (cont.)

Mayor Carlson stated he wants something that will reach the most people.

Councilmember White commented that he feels a proclamation can reside on the website with a press release to carry the voice.

There was continued discussion amongst Council regarding what direction they would like to give staff in drafting a proclamation and/or press release. There was consensus to have the City Manager and City Attorney draft a proclamation for Council to consider.

Consideration of the Eagles Nest Preliminary Plat

Community Development Manager Joe Gillman, stated the subject request for approval is for a Preliminary Plat for a residential subdivision to extend NuVu and E. 6th Streets which will create twelve new single-family residential lots. These lots would be between 6,077 to 9,626 square feet. The subject property is zoned R-3 Residential. The request is submitted by property owner of New Beginnings New Homes, LLC; developer Terry Lawrence; civil engineer Mark Young, PE; and agent Heather Allred.

Manager Gillman outlined the review procedure outline under section 16.04.050(D) in the Delta Municipal Code. The Planning Commission review the request at their April 1, 2024 meeting and recommended approval with the following conditions:

- A. Prior to commencement of any earthwork or construction activities, the Applicant must:
 - a. Complete minor updates and corrections to the civil engineering plan set as identified by City staff or full compliance;
 - b. Submit an updated drainage plan and calculations for City staff review and approval that demonstrates historic off-site drainage patterns will be maintained post development;
 - c. Provide an updated landscaping plan for the Lot 1 buffer that addresses potential conflicts with the overhead electrical line and future improvements along 7th Street;
 - d. Provide wet stamps on final civils plans; and
 - e. Obtain any necessary permits from the US Army Corps of Engineers.
- B. Prior to Final Plat approval, the applicant must:
 - a. Complete minor corrections to the plat as identified by City staff for full compliance; and
 - b. Resolve inconsistencies between the maintenance notes on the plat and the maintenance responsibilities described in the private covenants.

Terry Lawrence, New Beginnings New Homes summarized the types of homes, prices, and plan to have affordable housing.

It was moved by Councilmember White and seconded by Councilmember Korthuis to approve the Eagles Nest Preliminary Plat subject to conditions recommended by staff and the Planning Commission. All in favor, motion carried.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Ordinance #4, 2024; First Reading

Amending Zoning Designation; a Portion of 2353 Pioneer Road, Delta-Hellman/TRUPLA

Community Development Manager, Joe Gillman, stated the subject request is for approval of a Rezoning from Industrial to A-1 Agricultural to facilitate a Boundary Adjustment request to transfer approximately 2.74 acres from an existing 13.28-acre parcel to an existing 15.45-acre parcel. The subject property is addressed as 2353 Pioneer Road and the other property involved in the Boundary Adjustment is addressed as 2187 Pioneer Road, both located on the west side of Pioneer Road Approximately 1,600 feet south of its intersection with Sunrise Drive. The request is submitted by property owners Mark F. Hellman Trust, Teresa J. Hellman Trust, and TRU-PLA INC and their surveyor Jesse Messenger, PLS.

Manager Gillman outlined the review criteria under Chapter 17.04 of the Delta Municipal Code. The Planning Commission held the public hearing on April 1, 2024. The Planning Commission and staff are recommending to conditionally approve the rezone with the following conditions:

1. The Rezoning is subject to approval of a boundary adjustment plat.
2. The Boundary Adjustment plat must be recorded at the time the rezoning becomes effective, but no later than five business days following the effective date of the rezoning ordinance.

ORDINANCE NO. 4, 2024

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING THE ZONING DESIGNATION FOR A PORTION OF
PROPERTY ADDRESSED AS 2353 PIONEER ROAD, DELTA
COUNTY PARCEL 345530403001

was read by the clerk.

It was moved by Councilmember Tedrow and seconded by Councilmember White to adopt Ordinance #4, 2024 on first reading. Roll call vote: Councilmembers Lane, aye; White, aye; Korthuis, aye; Tedrow, aye; and Carlson, aye. Motion carried.

Consideration to Award bid and Approve Contract for the Carpet Replacement Project at the Bill Heddles Recreation Center

Recreation Manager, Renee Ealey, stated that staff is recommending the Council move to award the Carpet Replacement project to Guthrie's Floor Coverings, LLC. At no cost to exceed \$38,324.78. She summarized the bids process and the bids that were received. The carpet at the Recreation Center is 17 years old and is starting to show major wear. The new carpet recommendation would have a 15-year warranty. This was a budgeted project for 2024 and is consistent with the core priorities of re-investment in our infrastructure.

Mayor Carlson asked who will be pulling the carpet.

Manager Ealey responded that the Department of Corrections (DOC) will help tear existing carpet.

Councilmember White believed both companies were very credible and provided competitive bids.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Consideration to Award bid and Approve Contract for the Carpet Replacement Project at the Bill Heddles Recreation Center (cont.)

It was moved by Councilmember White and seconded by Councilmember Korthuis to award the Carpet Replacement Project to Guthrie's Floor Coverings, LLC and authorize the Mayor to sign construction contracts. All in favor, motion carried.

Consideration to Award Bid and Approve Contract for the Power Plant Window Abatement Project

Electric Department Manager Adam Suppes, stated that back in 2020 staff had ECOS Environmental conduct a full asbestos report which identified trace amounts in the window glazing around all the windows that were tested. An RFP for remediation was sent out February 7, 2024 and staff received five qualified bidders. After review and scoring Orion Environmental Inc. was the overall high score as well as the lowest bidder in the amount of \$70,298.00. Staff is recommending Council move to award the Window Abatement Contract to Orion Environmental Inc, for the amount of \$70,298.00 and approve the Mayor to sign the contract.

There was extensive conversation regarding the contract and recommends from the City Attorney to amend the contract.

It was moved by Councilmember White and seconded by Councilmember Lane to award the Power Plant Window Abatement Project to Orion Environmental, Inc. in the amount of \$70,298 and approve the contract with Mayor's signature with the following amendments:

1. Remove section 15.3
2. Add Environmental Insurance requirement

All in favor, motion carried.

Consideration to Award bid and Approve Contract for 2024 Concrete Replacement Project

City Engineer, David Hood, stated that on March 11, 2024, City staff issued an IFB for the 2024 Concrete Replacement Project. This project is for various concrete replacement throughout the City. He summarized the IFB process and the bids received. Staff is recommending awarding the project the low bidder Willow Creek Construction, Inc.

There was discussion regarding the concrete replacement program that is conducted yearly. The contractor must apply yearly and all work is scheduled through city staff. The work must be completed in the timeline provided in the IFB. The scope of work is listed in the bid tabulation.

It was moved by Councilmember White and seconded by Councilmember Korthuis to award the bid for the 2024 Concrete Replacement Project to Willow Creek Construction, Inc., approve the contract and authorize the Mayor to sign the contract. All in favor, motion carried.

Consideration to Award Bid and Approve Contract for the A Street/16th Street Mill & Overlay Project

City Engineer, David Hood, reported that staff issued an IFB for the A Street/16th Street Mill & Overlay Project. He summarized the IFB process and the bids received.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Consideration to Award Bid and Approve Contract for the A Street/16th Street Mill & Overlay Project (cont.)

Staff reviewed the bids and is recommending Council award the bid to Martin Paving Company in the amount of \$369,570.

After extensive discussion regarding the project and scope of work, it was recognized the bid packet included a map of 13th Street rather than 16th Street.

It was moved by Councilmember Carlson and seconded by Councilmember Tedrow to table this item to the next meeting to allow staff to confer with the bidder to clarify the scope of work. All in favor, motion carried.

Consideration to Approve the Purchase and Sale Agreement with Uncompahgre Development Company for Delta County Parcel Nos. 345519146001 and 315519146002

City Attorney Nicole Garrimone-Campagna provided some background regarding this project which was presented at a previous meeting. This agreement is to purchase two lots of property on East 7th Street from Uncompahgre Development Company (UDC). The purchase price for the Property will be \$295,000.00 plus the prorations charged to Seller in connection with its Lot 1 purchase (the "Purchase Price"). Purchaser funds in the amount of \$194,500.00, adjusted by any amounts referenced herein, shall be due from Purchaser and payable to Seller in good and sufficient funds at Closing. The balance of the Purchase Price shall be paid in the form of a no interest promissory note in the principal amount of \$100,738.00 (the "Note") executed by Purchaser in favor of Seller. The Note will be secured by a first-priority deed of trust against Lot 1. The Note shall have a maturity date of December 31, 2024, with an option to renew the Note for up to three consecutive one-year periods. Buyer and Seller shall agree to the form of the Note and Deed of Trust prior to Closing. This is consistent with the memorandum of understanding (MOU) approved at the last meeting.

City Manager Elyse Casselberry explained that this agreement with UDC is to create affordable housing with those properties. The City will continue to partner with UDC to search for grant funding as well as other funding sources to move this forward.

Councilmember White questioned the way the contract was written and also if the MOU would be sufficient on its own terms.

Attorney Campagna explained that the contract compliments the MOU and does not supersede it. It does have a provision of first refusal by either party. If the project is not viable, the parties can resale the property.

There was extensive discussion regarding affordable housing and grant options currently. Nicole, strike through to words including MOU in contract section 12

Greg Pope with UDC, spoke on how they are trying to work through some of the challenges presented with this property from previous administration of the City. It has been difficult. He believes this is a great option for the city and little risk.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Consideration to Approve the Purchase and Sale Agreement with Uncompahgre Development Company for Delta County Parcel Nos. 345519146001 and 315519146002 (cont.)

Councilmember White commented on some inconsistencies of the final draft of the agreement.

Attorney Campagna suggested amended the contract under section 12 to clarify the MOU would remain unchanged except for the transfer of Lot 1 and Lot 2.

It was moved by Councilmember Korthuis and seconded by Councilmember Tedrow to approve the Purchase and Sale Agreement with Uncompahgre Development Company for Delta County Parcel Nos. 345519146001 and 315519146002 with amendments as presented by the attorney. All in favor, motion carried.

Ordinance #3, 2024; Second and Final Reading Supplemental Appropriations

City Manager Elyse Casselberry explained that the ordinance was amended to reflect the total amount of the purchase with the promissory note. This is for bookkeeping purposes.

Ordinance #3, 2024

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW FOR THE CITY OF DELTA, COLORADO, FOR THE 2024 BUDGET YEAR

was read by the clerk.

It was moved by Councilmember Korthuis and seconded by Councilmember Tedrow to adopt Ordinance #3, 2024 on second and final reading as amended. Roll call vote: Councilmembers Lane, aye; White, aye; Korthuis, aye; Tedrow, aye and Carlson, aye. Motion carried.

Consideration to Approve the Contract Change Order #006 with Stryker & Company for the Community Safety Center (Armory)

City Manager Elyse Casselberry provided some history regarding this Design Build Contract with respect to the HVAC part of the project. The City received the electrification grant and now the HVAC needs to be added back into the contract as it was removed to complete the grant process.

There were questions regarding the contract and notice to proceed on construction

Scott Stryker explained the numbers and timeline of the process with what work has been done and the cost.

There was further discussion regarding pricing and subcontractors.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Consideration to Approve the Contract Change Order #006 with Stryker & Company for the Community Safety Center (Armory) (cont.)

It was moved by Councilmember Lane and seconded by Councilmember Korthuis to approve the Contract Change Order #006 with Stryker & Company for the Community Safety Center (Armory) contract change order. All in favor, motion carried.

Consideration to Approve the Colorado Department of Local Affairs Use Covenant & Regulatory Agreement for 540 W. 4th Street

City Manager Elyse Casselberry explained that the City has received a grant with the Department of Local Affairs for the warming/cooling shelter located at 540 W. 4th Street. As part of that grant, the city must have a use covenant on the property to ensure we are complying with the grant terms. This Use Covenant & Regulatory Agreement is to ensure the property will be used for a warming/cooling shelter as described in the grant agreement.

Manager Casselberry provided a summary of how the warming/cooling shelter will work and staff will begin to draft some policies/procedures moving forward.

It was moved by Councilmember White and seconded by Councilmember Korthuis to approve the Colorado Department of Local Affairs Use Covenant & Regulatory Agreement for 540 W. 4th Street. All in favor, motion carried.

Resolution #5, 2024; Designating Authorized Officers for Loan Agreement

City Clerk Jolene Nelson explained the resolution authorizing officers as City Manager and Finance Director giving the City Manager and Finance Director authority to sign loan documents previously approved for the digester project at the Wastewater Treatment Plant.

RESOLUTION NO. 5, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DELTA, ACTING BY
AND THROUGH ITS WATER ACTIVITY ENTERPRISE, CONFIRMING THE
DESIGNATION OF AUTHORIZED OFFICERS FOR A LOAN AGREEMENT

was read by the clerk.

It was moved by Councilmember Tedrow and seconded by Councilmember White to adopt Resolution #5, 2024. Roll call vote: Councilmembers Lane, aye; White, aye; Korthuis, aye; Tedrow, aye, and Carlson, aye. Motion carried.

Formation of Charter Commission and Scheduling Meeting Date

City Clerk Jolene Nelson reported that the Charter Commission was approved by the voters. She explained the process moving forward, one of which is the City Council setting the date and time for Charter Commission's first meeting.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Formation of Charter Commission and Scheduling Meeting Date (cont.)

It was moved by Councilmember Lane and seconded by Councilmember Tedrow to set the Charter Commission first organization and Scheduling meeting for April 24, 2024 at 6:00pm. All in favor, motion carried.

Street Closure Application – Delta Police Department; Bike Rodeo

City Clerk explained application to close parking lot for Delta Police Department for a Bike Rodeo.

Chief of Police Luke Fedler provided some information regarding the event.

It was moved by Councilmember White and seconded by Councilmember Korthuis to approve the Public Right of Way Street Closure Application for the Delta Police Department Bike Rodeo. All in favor, motion carried.

Consideration of 2nd Supplement to the Hawkins/Eckiss Water Lease

City Clerk Jolene explained water lease agreement that the City of Delta has held with Lydia Hawkins and Uhlán Eckiss. This supplement is to approve the lease for 2024. The amount of the lease is \$950/yr. Public Works Manager Justin Parker oversees the lease.

It was moved by Councilmember Tedrow and seconded by Councilmember White to the 2nd Supplement to the Hawkins/Eckiss Water Lease. All in favor, motion carried.

City Attorney Comments

City Attorney Nicole Garrimone-Campagna welcomed the new Council.

City Manager Comments

City Manager Elyse Casselberry spoke on planning commission appointments as there are three vacancies. Staff has only received two applications and will extend the deadline to see if we can get more applicants. She provided some information on upcoming meetings.

Councilmember Comments

Mayor Carlson commented on the job of the Council is to work with the City Manager. If you have questions, she is the person to go too. He encouraged communication among each other and City Employees. He thanked staff for all they do, thanked Councilmembers for stepping up to the plate. He is looking forward to working with everyone.

Councilmember Lane thanked everyone for the opportunity and looks forward to being a part of the team and engaging with staff out in the community

Councilmember White thanked everyone for the support and opportunity to sit here and be a part of this board. He also thanked Luke Vader with DCI for their refreshing balanced views.

Regular Meeting, Delta City Council, April 16, 2024 (Cont.)

Councilmember Comments (cont.)

Councilmember Korthuis commented on the first meeting. He believes this is going to be interesting and fun. He encouraged everyone to get ahold of Governor Polis regarding recent changes in some gun laws.

Councilmember Tedrow commented on the economic update recently held. He also commented on the Taste of Spring event. He attended the Club 20 event in Grand Junction and summarized the topics that were presented. He encouraged Council to get with him on the specifics. He suggested updating the All-American signs.

The meeting was adjourned at 10:38pm.

Jolene E. Nelson, CMC, City Clerk

INFORMATION AND PROCEDURES FOR LIQUOR LICENSE ‘SHOW CAUSE’ HEARINGS

The Delta City Council may suspend, revoke, or decline to renew a licensee’s liquor license for violation of a law or of the State Liquor Regulations. To do so, the Council must first hold a duly-noticed hearing at which the licensee is given an opportunity to be heard. Notice of the hearing and of the charges made against the licensee must be provided to the licensee prior to the hearing. The process for the public hearing is summarized below.

- The Mayor should announce the opening of the hearing and the matter being considered.
- After announcing the public hearing, the Mayor should instruct anyone who wishes to present testimony to stand and raise their right hand and ask, **“Do you swear to tell the truth, the whole truth, and nothing but the truth regarding this matter? Please say ‘I do’.”**
- Evidence supporting the charges against the licensee is presented first by City staff. Staff may present testimony and evidence and may ask other witnesses to testify such as State liquor enforcement personnel or members of law enforcement or members of the public.
- Any documents should be marked by exhibit number or letter and distributed to Council with copies to the licensee and staff. Typically staff’s exhibits would be numbered 1, 2, 3... and the licensee’s exhibits would be marked by letter A, B, C....
- The licensee shall be given the opportunity to cross-examine any witness who testifies in support of the charges against the licensee.
- After staff’s presentation, the licensee should be offered the opportunity to present testimony and evidence in defense and in explanation of the charges as well as evidence in mitigation of the charges. Staff should be given the opportunity to ask questions of the licensee or other witnesses.
- Members of the public may provide testimony and evidence either in favor of the applicant’s position or in favor staff’s position. Both staff and the applicant should, in turn, be offered the opportunity cross-examine any such members of the public who testify.
- Members of the City Council may ask questions of staff or other witnesses, including the licensee, at the time they testify. However, City Councilors should refrain from making comments or offering opinions until the hearing is closed.
- The evidence presented at the hearing should be limited to that which is relevant to the charges asserted in the Notice. If the Council determines that certain testimony or documents are irrelevant to or outside the scope of the charges identified in the Notice, the Council can limit and/or disregard that evidence.
- If the evidence presented at the hearing does not support the charges set forth in the notice to the licensee but it does, standing alone, establish that the licensee violated a different law or regulation, the licensee is permitted to present evidence in defense, explanation, and mitigation of such violation, if prepared to do so. If the licensee is not so prepared, the licensee can describe to the Council the evidence it would be able to obtain and petition that the hearing be recessed for not more than 10 days.
- At the end of the testimony and evidence, the Mayor should announce that the hearing is now closed, and then the Council may deliberate. No further comments from staff, the licensee, or the public should be allowed unless there is a motion to re-open the hearing. However, the Council may ask the City Attorney for guidance on the procedures or applicable standards.

- After considering the evidence presented at the hearing, the Council must determine whether there is substantial evidence to support a finding that the licensee violated some law or Liquor Regulation. Relevant provisions of the City Code on “unlawful actions” are included below. Other provisions of State Law may be summarized by staff as part of the staff recommendation, as applicable.
- The Council should make a motion:
 - If the Council determines that no violation occurred, the charges against the licensee must be dismissed, or in the case of a renewal application the license should be renewed.
 - If the Council determines that a violation has occurred, it has the following options (there is **no** option to impose a fine at this point in the process):
 - Impose no penalty against the liquor license;
 - Suspend the liquor license for a period no longer than 6 months;
 - Revoke the liquor license; or
 - In the case of a renewal application, deny the application.
- The Council may direct the City Attorney to prepare a written decision consistent with the motion to be ratified and made final at the next regular City Council meeting. If the Council determines no violation occurred, this may not be necessary.
- If the Council suspends the license, after the decision to suspend becomes final (due to the licensee’s not filing an appeal of the decision or due to the appeal process being exhausted) and prior to the suspension becoming operative, the licensee can petition the City to pay a fine in lieu of suspension. The factors to be considered for this request will be summarized by staff if and when the situation arises.

DELTA CITY CODE:

5.10.030 Unlawful acts.

It shall be unlawful for any person to commit any of the following acts:

A. To consume any alcoholic beverage in or at any public place within the City of Delta, Colorado, including but not limited to the following public places: restaurants, retail liquor store, pool halls, dance halls, business premises, school premises, recreation halls, public buildings, places of public gathering for amusement or entertainment, parking areas or the surrounding premises of any of the aforementioned places, and streets, alleys, sidewalks, vacant lots or publicly owned property; provided however, this provision shall not apply to premises licensed for consumption thereon pursuant to law.

B. To possess an unsealed or open container containing any alcoholic beverage in any public place, including but not limited to the following public places: restaurants, retail liquor stores, pool halls, dance halls, business premises, school premises, recreation halls, public buildings, places of public gathering for amusement or entertainment, parking areas surrounding premises of any of the aforementioned places, and streets, alleys, sidewalks, vacant lots or publicly owned property; provided however, that this provision shall not apply to premises licensed for consumption thereon pursuant to law.

C. For any person owning or having possession of any premises to allow the consumption of an alcoholic beverage container upon such premises by any such person in violation of subsections (A) and (B) of this Section.

D. For any person under the age of 21 years old to purchase, possess or consume any alcoholic beverage.

E. To provide, sell, distribute or give any alcoholic beverage to any person under the age or 21 years. (Ord. 3, §5(part), 1987; Ord. 3, §1, 1989; Ord. 4, 2022)

Submit to Local Licensing Authority

QUICK BUY WINE & LIQUOR
750 MAIN STREET
Delta CO 81416

Fees Due	
Renewal Fee	352.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name KOHINOOR LLC		Doing Business As Name (DBA) QUICK BUY WINE & LIQUOR	
Liquor License # 03-14313	License Type Retail Liquor Store (city)		
Sales Tax License Number 94611775	Expiration Date 02/17/2024	Due Date 01/03/2024	
Business Address 750 MAIN STREET Delta CO 81416			Phone Number 2014691556
Mailing Address 750 MAIN STREET Delta CO 81416		Email quickbuyligorr750@gmail.com	
Operating Manager Anandresh Kumar Patel	Date of Birth 06-29-90	Home Address 240 Meeker St. Apt #9 Delta CO 81416	Phone Number 201-469-1556
1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 1-26-2026			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
Chandreshkumar Patel	President	
Signature	Date	
C. S. Patel	01/18/24	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, CHANDRESHKUMAR am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of KOHINOOR LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Chandreshkumar Patel / Kohinoor LLC</u>		Social Security Number/Tax Identification Number <u>756-82-8260</u>	
Address <u>240 Meeker St. APT 9</u>			
City <u>Denver</u>		State <u>CO</u>	Zip <u>81416</u>
Home Phone Number <u>201-469-1556</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Chandreshkumar Patel</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>C.S. Patel</u>			Date signed <u>01/20/2024</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Delta Police Department

Deputy Report for Incident D22-0891

Nature: ALCOHOL OFFENSE
Location: DPD

Address: 750 MAIN ST
Delta CO 81416

Offense Codes: 4199

Received By: C Valdez

How Received: O

Agency: DPD

Responding Officers: A Copp

Responsible Officer: A Copp

Disposition: CLO 04/30/22

When Reported: 07:28:00 04/30/22

Occurred Between: 07:27:57 04/30/22 and 07:27:57 04/30/22

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 81114

Last: QUICK BUY
WINE AND
LIQUOR

First:

Mid:

DOB: **/**/**

Dr Lic:

Address: 750 MAIN ST

Race: **Sex:**

Phone: (201)469-1556

City: Delta, CO 81416

Offense Codes

Reported: 4199 Liquor (Describe Offense)

Observed: 4199 Liquor (Describe Offense)

Additional Offense: 4199 Liquor (Describe Offense)

Circumstances

DAY Day (6 a.m. - 6 p.m.)

LT17 Liquor Store

BM99 Unknown Bias

WNONE No Weapon Used

Responding Officers:

A Copp

Unit :

D6

Responsible Officer: A Copp

Received By: C Valdez

How Received: O Officer Report

When Reported: 07:28:00 04/30/22

Judicial Status:

Misc Entry:

Agency: DPD

Last Radio Log: **.**.** **/**/**

Clearance: RTF REPORT TO FOLLOW

Disposition: CLO **Date:** 04/30/22

Occurred between: 07:27:57 04/30/22

and: 07:27:57 04/30/22

Modus Operandi:	Description :	Method :
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Involvements

Date	Type	Description	Relationship
04/30/22	Name	BROUGHTON, JARRETT	Involved

Narrative

Delta Police Department
Investigation Narrative

Offense(s): Alcohol Offense

Synopsis:

On or about June 2021, at approximately [redacted] er
Copp encountered a highly intoxicated [redacted] on the
south side of Confluence Park located at 401 N Kellogg St. This is in the City
of Delta, County of Delta, and State of Colorado. Case Closed.

Narrative:

During my interactions with [redacted] was transported home to a guardian. I
was told by another officer [redacted] told him he had been getting his
alcohol and tobacco from the gas station near E 8th Street and Main Street,
later identified as Quick Buy Wine and Liquor and Quick Stop Convenience and
Vape Store. I had heard from multiple other officers that they had found minors
in possession also claiming they had received their goods from the previous
mentioned stores.

On April 26, 2022, I made contact with Jarrett Broughton II from the Colorado
Department of Revenue and told him about the above information. Jarrett
informed me the Quick Buy Liquor Store had recently failed an audit and he would
set-up another buy from them.

There is no body camera footage attached to this case. I took pictures of the
business card provided to me by Jarrett and attached it to this case. This case
was generated for informational purposes and as a reference for the Colorado
Department of Revenue.

Case Status: Closed.

Responsible LEO:

Approved by:

Date

Supplement

Supplemental Narrative

On May 12, 2022, at approximately 0816 hours, I received an e-mail from Jarrett which said he was going to conduct compliance checks concerning this case. I attached the e-mail to this case.

Nothing Further.

Supplement

Supplemental Narrative

On June 10, 2022, at approximately 0900 hours, I, Officer Alexander Copp received an email from Jarrett stating the following:

"Good morning,

Hope all's well. Just an update regarding Quick Buy Wine and Liquor. We conducted a compliance check on 06-08-2022, and they sold beer to our minor operative. A summons was issued to the clerk and an administrative action is pending against the business. Thanks for the information and have a great day.

--

Jarrett D. Broughton II
Criminal Investigator
Liquor & Tobacco Enforcement"

I printed the email and attached it to this case.

Nothing Further.

Name Involvements:

Involved : 81113

Last: BROUGHTON

First: JARRETT

Mid:

DOB: **/**/**

Dr Lic:

Address: 632 Market Street #G3

Race: W **Sex:** M

Phone: (970)248-7133

City: Grand Junction, CO 81505



LIQUOR ENFORCEMENT DIVISION

CASE REPORT

GENERAL INFORMATION

Branch: LIQ **Case Number:** LIQ2300001011
How Received: Complaint- Verbal **Incident Number:** LIQ0013002613
Call Date: 08/07/2023 **Occurred From:**
Reporting Officer: Comfort, Annessa **Occurred To:**

LOCATION OF INCIDENT

Location: Quick Buy Wine & Liquor Store **Telephone:** 9707658588
District: Grand Junction (LGJ) **Beat:** DELTA COUNTY (DELT)
Address: 750 Main Street, Delta, CO 81416

NATURE OF CASE

Record Type: COMPLIANCE CHECK **Case Start Date:** 08/07/2023
Call Type: 4102.10 **Case End Date:** 08/07/2023
Call Type Desc.: LIQ, SALE TO UNDERAGE PERSON **Disposition:**
Case Status: Cleared **Last Update:** 08/11/2023
Investigator: Comfort, Annessa **Updated By:** COMFOAA

CASE SUMMARY

SUMMARY:

On 08/07/2023, the Colorado Liquor Enforcement Division conducted compliance check operations in Delta, Delta County, Colorado. The compliance check operation utilized a 16-year-old female underage operative to determine compliance with laws pertaining to underage alcohol beverage sales within on and off liquor licensed premises locations.

During the course of the operation, the underage operative was sent to Quick Buy Wine & Liquor located at 750 Main Street, Delta, Colorado. Quick Buy Wine & Liquor has a Liquor Store Liquor License #03-14313.

Quick Buy Wine & Liquor employee Judy Scott () sold or served an alcohol beverage, a 24oz can of Modelo (malt liquor) to the underage operative.

Employee Judy Scott was issued a criminal summons (#18454) for the violation.

It can be concluded that the violation of the Colorado Liquor Code did occur. Specifically, 44-3-901(1)(b)(I) and 44-3-901(11)(b) in that employee, Judy Scott, served a 24oz can of Modelo (malt liquor), without verifying an ID to an underage person, in violation of the above statutes, to occur on the licensed premises on or about 08/07/2023.

Administrative hearing forthcoming.

OFFENSES**Offense #:** 1 **Offense Code:** 44-3-901 (11)**Title:** Fail to Request/Examine Identification**Att./Comp.:** C**Status:** C**Offense #:** 2 **Offense Code:** 44-3-901(1)(B)(I)**Title:** Sell, serving, giving, procuring alcohol to underage person**Att./Comp.:** C**Status:** C**CITATIONS****Citation #:** 18454**Violation Code:****Description:****Citee:** Scott, Judy**Officer:** comfoaa**Location Name:** Quick Buy Wine & Liquor Store**Address:** 750 Main Street , Delta, Co 81416**INVOLVED OFFICERS****Assisting Officer:** Tevault, Jerry**Duty:****NARRATIVES****Narrative Type:** Report / Case Report**Entered By:** COMFOAA**Description:** Case Report**Entry Date:** 08/11/2023

OPERATION INFORMATION:

On 08/07/2023, I conducted compliance check operations to determine compliance with laws pertaining to underage alcohol beverage sales within off and on-liquor licensed premises locations in Delta, Delta County, Colorado. The purpose of the operation was to attempt to purchase an alcohol beverage for off-premises locations and order an alcohol beverage for on-premises locations. This operation consisted of taking undercover minor employees to the retailers in the area, directing the minors to attempt a retail purchase of an alcohol beverage and monitoring all activity and recording data, including overall sales rates. My partner for this operation was Liquor Enforcement Division Investigator Jerry Tevault, badge #21-03.

A female minor operative was used for this operation and is identified as [REDACTED]. The birth date of this minor operative has previously been verified as 11/09/2006. On the date of this operation, the minor operative was 16 years old. Prior to the start of this operation, I verified that the minor operative did not have any identification or money on her person. I took a digital photograph of the minor to accurately demonstrate the appearance of the minor for the day of the compliance check operation. The minor operative was provided with Division cash to use for purchases. Lastly, the minor operative was instructed to make a mental note of the physical description of the clerk that waited on her.

LIQUOR LICENSEE INFORMATION:

During the course of the operation, the underage operative was sent into KOHINOOR LLC d/b/a/ Quick Buy Wine & Liquor, 750 Main Street, Delta, Colorado. Quick Buy Wine & Liquor is licensed as a Liquor Store, Liquor License #03-14313.

COMPLIANCE CHECK INVESTIGATION:

At approximately 1320 hours, the minor operative was taken to Quick Buy Wine & Liquor (liquor license #03-14313) located at 750 Main Street, Delta, Delta County, Colorado. [REDACTED] was instructed to enter the store and attempt to purchase an alcoholic beverage. The minor operative entered the store. The minor operative approached the clerk (female, 55 years old) who was standing behind the counter. I later identified this clerk as Judy Scott, dob [REDACTED]. The clerk then sold a 24oz can of Modelo (malt liquor) to the minor operative for a total cost of \$3.99. The clerk did not ask [REDACTED] for her identification/date of birth/age. I heard the entire interaction via recording device.

Immediately after the sale, the minor operative exited the store and went to the investigator's vehicle.

At this time [REDACTED] handed the 24oz can of Modelo (malt liquor) to me. I took a picture of the alcohol purchased by the minor operative as well as the change which is included in this case report. The minor operative then provided me with his description of the clerk and returned the remaining Division cash. I completed the summons.

I then returned to the store and contacted Ms. Scott. I identified myself with Division-issued credentials and advised Ms. Scott of the reason for contact. I asked Ms. Scott if she was aware ID needed to be checked for anyone who appeared to be under the age of 50 and she said she did. She did say she was aware it was a criminal offence to sell alcohol to anyone under the age 21. Ms. Scott stated "I thought she looked familiar, I thought I had seen her in before."

I served Ms. Scott with Uniform Summons and Complaint #18454, charging a violation of CRS 44-3-901(1)(b)(I) for selling, serving, giving or allowing the procuring of alcohol beverages to a person under 21 years of age, CRS 44-3-901(11)(b) for failing to verify 21+ by requiring ID. Ms. Scott was instructed to appear in Delta County Court at the address, date, and time referenced on the summons. The court date is set for 09/13/2023, at 0900 hours. Ms. Scott signed the summons and was provided with the defendant's copy. I told Ms. Scott if she did not show up at the date and time specified on the summons, a warrant would be issued for her arrest. Ms. Scott said that she understood and apologized for selling alcohol to the minor operative.

We then left the establishment.

HISTORY OF VIOLATOR:

A check of the Liquor Enforcement Division's L.E.D. system indicates KOHINOOR LLC, d/b/a/ Quick Buy Wine & Liquor, has not had a prior violation within the last year for Sell to Minor; however, it did have a violation for Sell to Minor on 05/12/2022. On 05/12/2022, Quick Buy Wine & Liquor failed an alcohol compliance check but that failure is not yet reflected in the State MLO system as of 08/11/2023 because the stipulation has not yet been signed. This violation is pending administrative action. A check with the Delta Clerk indicates that KOHINOOR LLC, d/b/a/ Quick Buy Wine & Liquor has not had any local violations. However, upon speaking with the clerk, she expressed some concerns with Quick Buy Wine & Liquor and the past failure rate.

CONCLUSION AND RECOMMENDATIONS

It can be concluded that the violation of the Colorado Liquor Code did occur. Specifically, 44-3-901(1)(b)(I) and 44-3-901(11)(b) in that employee Judy Scott sold 24oz can of Modelo (malt liquor) to the underage operative and failed to verify age by checking ID, in violation of the above statutes, to occur on the licensed premises on or about 08/07/2023.

Administrative hearing forthcoming.

OFFENDERS

Name: Scott, Judy

Subject Type:

D/L State: [REDACTED]

Race: [REDACTED]

Weight:

D/L #: [REDACTED]

Sex: [REDACTED]

Height:

S/S #:

Date of Birth: [REDACTED]

Hair: [REDACTED]

Telephone #: [REDACTED]

Eyes: [REDACTED]

Address: [REDACTED]

OTHER INVOLVED PERSONS

Name: Quick Buy Wine & Liquor,

Subject Type:

D/L State:

Race: U

Weight:

D/L #:

Sex: U

Height:

S/S #:

Date of Birth:

Hair:

Telephone #: 201-489-1556

Eyes:

Address: 750 Main Street , Delta, CO 81416

Name: [REDACTED]

Subject Type:

D/L State:

Race:

Weight:

D/L #:

Sex:

Height:

S/S #:

Date of Birth: [REDACTED]

Hair:

Telephone #:

Eyes:

Address: , ,

ASSOCIATED ATTACHMENTS

Document Name: Audio of Sale

File Name: Quick Buy Liquors .wav

ASSOCIATED IMAGES

Image Description: Quick Buy Liquor License

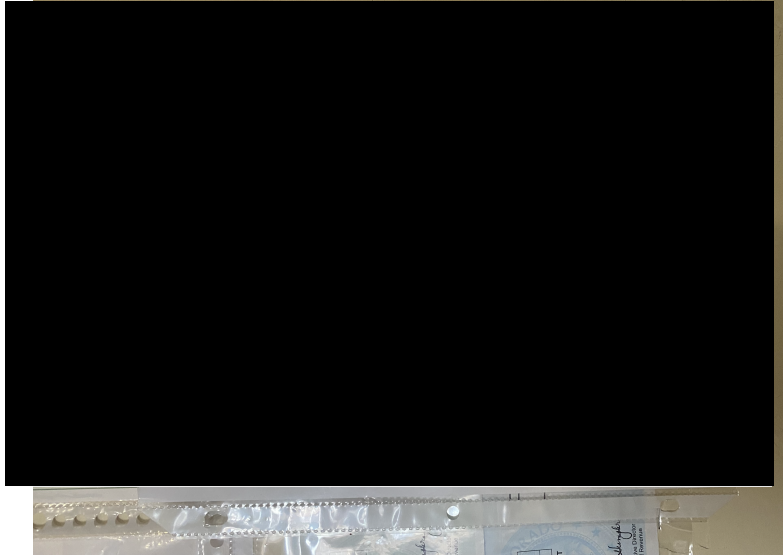


Image Description: Product



Image Description: Change and Receipt

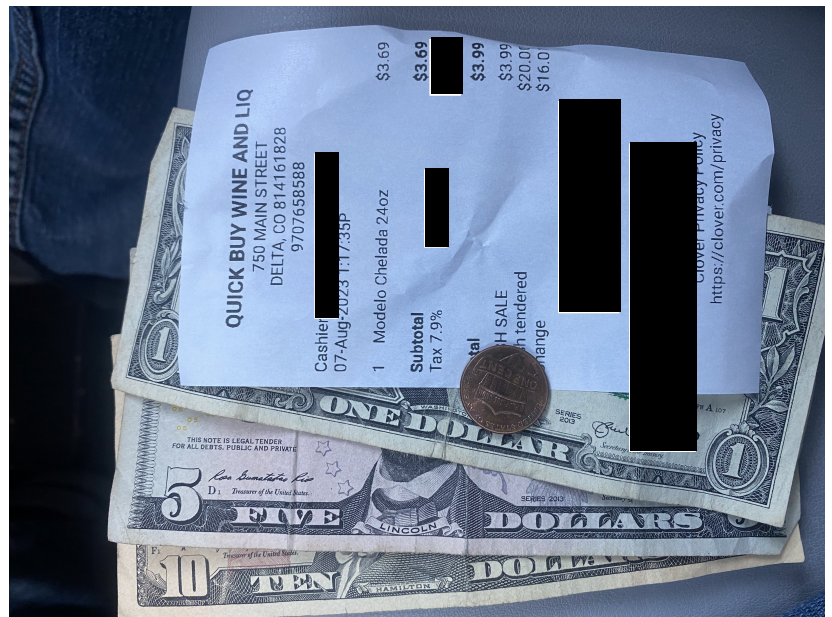


Image Description: [REDACTED]

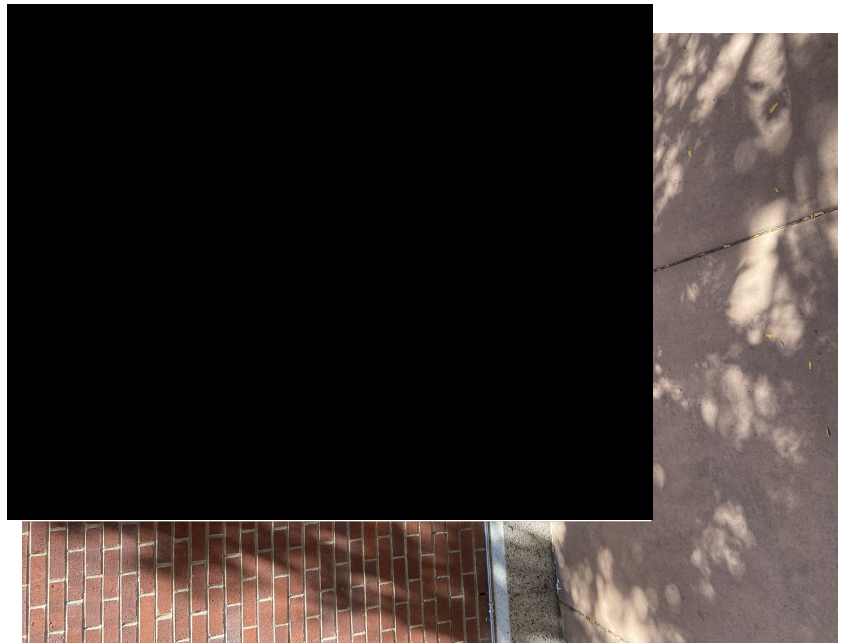


Image Description: Scott Summons

Uniform Summons & Complaint or Penalty Assessment NO. **18454**

THE PEOPLE OF THE STATE OF COLORADO VS: SSN: CR

Defendant's Address: **Scott** (First) **Judy Denise** (Middle) **Delta** (Last) **01-01-2023** (Date of Birth MM/DD/YYYY) **1320** (Approx. Time of Violation)

Driver's License: [Redacted] State: [Redacted] License: [Redacted] [Redacted] (County)

Employer Name: [Redacted] City: [Redacted] State: [Redacted] Zip: [Redacted] Telephone: [Redacted]

Approximate Location of Violation, State of Colorado: **On 750 MAIN STREET DELTA CO 81416 (Quick Buy liquor)**

YOU ARE SUMMONED AND ORDERED TO APPEAR TO ANSWER CHARGES AS STATED BELOW IN:

Delta COUNTY **501 Palmer Street #338 Delta** COLORADO ON **9/13** 20**23** AT **0900A**

CHARGES:

- CRS 44-3-901(1)(a) Sale or service of alcohol beverages to a visibly intoxicated person.
- CRS 44-3-901(1)(b)(i) Sell, serve, give or permit the procuring of alcohol beverages to a person under 21 years of age.
- CRS 44-3-901(1)(e) To obtain or attempt to obtain alcohol beverages by a person under 21 years of age by misrepresentation.
- CRS 44-3-901(1)(f) Possession of alcohol beverages by a person under 21 years of age (M2).
- CRS 44-3-901(1)(h) Sale of alcohol without License.
- CRS 18-13-121(1)(a) Tobacco - Furnishing to a person under 18 years of age.
- CRS 18-13-121(1)(b) Tobacco - Failure to Request/Examine Identification.
- CRS 18-13-121(2)(a) Tobacco - Purchase by a person under 18 years of age.
- CRS 18-13-122(3)(a) Possession of ethyl alcohol by a person under 21 years of age (PO).
- CRS 18-13-122(3)(b) Marijuana possession by person under the age of 21.
- CRS 42-2-130(2) Possession or use of license (false).
- CRS 42-2-130(3) Possession or use of license (another person).
- CRS 42-2-302(1)(c) Unlawful display/possession/use of an identification card.

CRS **44-3-901(1)(b)** failed to verify 21 by checking ID

Amount of Payment: [Redacted]

SUMMONS	OFFENSE	PENALTY ASSESSMENT OFFENSE	MAILED ()
Without admitting guilt, I promise to appear at the time and place indicated above.		My signature is a promise to pay this penalty assessment within 20 days. With payment, I acknowledge guilt of all charges listed above and understand that if I do not pay, my signature is a promise to appear in court.	
DEFENDANT: [Redacted]		DEFENDANT: [Redacted]	

NOTICE: SEE INSTRUCTIONS REVERSE SIDE

THE UNDERSIGNED HAS PROBABLE CAUSE TO BELIEVE THAT THE DEFENDANT COMMITTED THE OFFENSE(S) AGAINST THE PEACE AND DIGNITY OF THE PEOPLE OF THE STATE OF COLORADO AND AFFIRMS THAT A COPY OF THIS SUMMONS & COMPLAINT OR PENALTY ASSESSMENT WAS SERVED UPON THE DEFENDANT.

Date Issued (MM/DD/YYYY) **09/09/23** Officer Last Name (Print) **Don Fort** Office: [Redacted] NO. **22-04**

SPECIAL REQUIREMENTS FOR MINORS: (Persons under 18 years of age) If you are required to appear in court, you must be accompanied by a parent or guardian. DR 8050 (06/05/18)

THIS IS A LEGAL DOCUMENT READ BOTH SIDES

COURT COLORADO LIQUOR ENFORCEMENT DIVISION



DELTA COUNTY FIRE PROTECTION

District No. 1

285 East 5th Street • Delta, CO 81416-0731
Phone (970) 874-9655 • Fax (970) 399-3025

May 1, 2024

City of Delta

360 Main Street

Delta, CO 81416

RE: City Parking Lot

Dear City Council,

The Delta Fire Department is requesting the 15 parking spaces that border the Delta Fire Department apron, from north to south, be recognized as Delta Fire Department Parking.

When responding to fire incidents, the 28 members of the Delta Fire Department occupy the 13 parking spaces available in the Fire Department apron as well as the 15 parking spaces in the City's parking lot. It is imperative for these firefighters to be able to park quickly in order to respond to fire calls as soon as possible. If there are no parking spaces available in these two areas, the firefighter must find parking on the streets, which slows down their response time and poses a problem if no parking is found.

We appreciate your attention on this matter.

If you have any questions about this request, please do not hesitate to reach out to me at (970) 874-9655.

Respectfully,

Bryce Atchley, Fire Chief



Date: May 7th, 2024
To: Mayor, City Council
From: Rod Myers, Fleet/Facilities Manager
Cc: Elyse Ackerman-Casselberry, City Manager
Subject: Consideration for replacement of wrecked police patrol unit

Recommendation:

Staff is recommending the replacement of one model year 2022 patrol unit that was totaled in an accident. Staff recommends to purchase one (1) 2024 model year patrol unit from Ken Garff Ford in Greeley Colorado for \$46,544.00 to replace the 2022 model year that was wrecked.

Background:

On April 21st, 2024 a patrol unit was involved in an accident in which was no fault of the PD. The vehicle was determined a total loss by the insurance company. This would be considered an urgent replacement. Staff immediately started searching for a replacement patrol rated vehicle either used or new to get the PD back to a full fleet. With the help of a local dealer staff was connected to a company in Englewood Colorado to aid in finding a patrol unit. Staff contacted a company called L.A.W.S an emergency vehicle specialist company which said there might be three possible dealers that sell law enforcement vehicles and one might have one that was not taken. Dealers that staff contacted are listed below

1. Sill-TerHar Motors in Broomfield Colorado- they had none.
2. Ken Garff Ford Greeley- They had one Ford Interceptor
3. Larry H Miller- Chrysler, Dodge, Jeep, and Ram- They had none

The City has a backup unit that is mainly used for when a unit needs to be in for a repair or service. The backup unit is now in full use which will put the Police department in a bind if another unit goes down for an extended period of time. The salvageable equipment will be removed from the totaled unit and re- installed by the equipment up fitter saving the City money by not having to purchase all new equipment. Insurance will only pay for the value of a 2022 model year and that process is being worked on by the City Clerk.

Cost to City:

Amount budgeted: This is an unforeseen vehicle purchase so this is would be unbudgeted.

Insurance reimbursement- To be determined

The cost to the City would be;

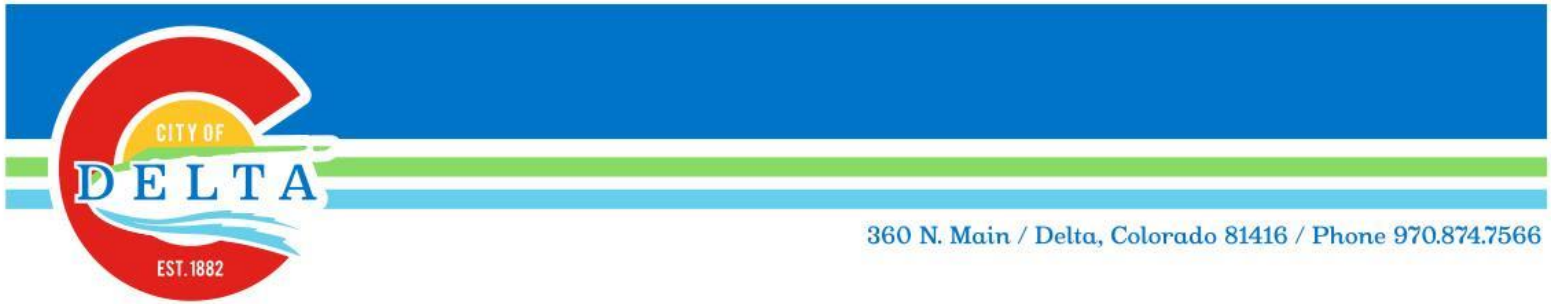
Vehicle only:\$46,750.00

Estimated Upfitting cost: \$10,500.00

Vehicle graphics: \$750.00 -\$800.00

Estimated vehicle total: \$58,050.00

Action to be taken if approved:



360 N. Main / Delta, Colorado 81416 / Phone 970.874.7566

If approved staff would submit the proper paperwork for signatures to the City Manager and Finance Department and contact dealer for the purchase of the vehicle.



MEMO

To: City Council
From: Elyse Ackerman-Casselberry
Date: 5/3/2024
Subject: RAISE Grant and Main Street Project

Background:

In 2019 the City initiated discussion with CDOT about calming traffic on Main Street. CDOT partnered with the City on a traffic calming study to identify strategies that would decrease speeds, improve safety, and improve walkability of our downtown. This study was completed in 2021, and identified a number of strategies for calming traffic, the most notable being the reduction in total traffic lanes from two to four lanes. The feasibility study evaluated traffic counts and future projects and determined that Main Street can function as a two lane roadway for decades to come. A number of other strategies were also identified. These strategies include narrowing travel lanes, bump corners out, increasing landscaping, and other strategies that send visual cues to drivers to slow down. In 2022 the City received grant funding from CDOT to “test” the concepts identified in the feasibility study and to evaluate the effectiveness of the strategies. The Main Street Demonstration project, utilizing temporary improvements, was installed for blocks 1 through 6. A second phase of the demonstration project was installed in 2023 for the remainder of Main Street.

Based on this test project, the City has documented a significant change in travel speeds and a significant reduction in accidents on Main Street. Based on these positive results, the City moved forward and applied to the Federal Highway Administration's (FHWA) RAISE grant program for funding to permanently install traffic calming. In 2023 we were awarded \$13.2M. There is no City match required for this grant.

Staff has spent the last 6+ months working with FHWA to contract for the grant funds. In the meantime, the City moved forward with the first phase of design work to finalize what permanent improvements on Main Street will look like. Known as 30% design, this preliminary engineering begins to lay out what improvements will happen on each block. The 30% design process just completed. The design plans can be reviewed [here](#). These drawings are not the final design, but the beginning of identifying the final project. Staff will be scheduling meetings with Main Street property owners and businesses in the coming weeks for input on the 30% design plan, followed by public meetings.

Cost: \$13,196,356 Grant





\$0 City match

Budgeted: This project is included in the 2024 City Budget in the City Wide Capital Improvement Fund.

Alignment With Strategic Planning:

This project aligns with the City's Goal of Downtown Revitalization, Invest and Reinvest in Our Infrastructure, and Keep our City safe.

Recommendation & Actions To Be Taken if Approved:

City Staff recommends approval of this grant contract. Following approval, the City will issue a Request for Qualifications (RFQ) to engage an engineering team that will complete all final design, engineering, and permitting. This is anticipated to take 9-12 months. Once design work and all required permitting are near completion, a Request for Proposals (RFP) will be issued to hire the construction team. It is anticipated that construction will begin in mid to late 2025.

Meanwhile, Staff will be initiating discussion with Main Street property and business owners to get input into the design process. Public meetings will also be scheduled for public input.



- | | | | | | | | |
|--|--|----------------|--------------|------------------|-----|--------|--------------|
| <p>1. Award No.
693JJ32440239</p> <p>4. Award To
City of Delta
360 Main Street
Delta, CO 81416</p> <p>Unique Entity Id.: KWL5ZNLNMVS3
TIN No.: 84-600578</p> <p>6. Period of Performance
Effective Date of Award –
9/30/2027</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HOFM240038PR</p> <p>12. Submit Payment Requests To
See Article 18 of the General Terms and
Conditions.</p> <p>14. Accounting and Appropriations Data
1570C78E50.2023.070RA11500.7001000000.41010.61006600</p> <p>15. Description of Project
Delta Revitalizing Main Street Project</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.933</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$13,196,356</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$13,196,356</td> </tr> </table> <p>9. Authority
49 U.S.C. 6702; Infrastructure Investment and
Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15,
2021); Consolidated Appropriations Act, 2023
(Pub. L. 117-328, Dec. 29, 2022)</p> <p>11. Federal Funds Obligated
Base Phase: \$1,539,370
Option Phase 1: \$11,656,986
Total Potential Value: \$13,196,356</p> <p>13. Payment Office
See Article 18 of the General Terms and
Conditions.</p> | Federal Share: | \$13,196,356 | Recipient Share: | \$0 | Total: | \$13,196,356 |
| Federal Share: | \$13,196,356 | | | | | | |
| Recipient Share: | \$0 | | | | | | |
| Total: | \$13,196,356 | | | | | | |

RECIPIENT

16. Signature of Person Authorized to Sign

Signature Date
Name: Kevin Carlson
Title: Mayor, City of Delta

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature Date
Name: Robin K. Hobbs
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the City of Delta (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Delta Revitalizing Main Street Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 RAISE Program: FHWA Projects,” dated June 23, 2023, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: City of Delta Main Street Revitalization Project

Application Date: 2/27/2023

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Elyse Ackerman-Casselberry
City Manager
City of Delta
360 Main Street, Delta, CO 81416
970-874-7566
elyse@cityofdelta.net

4. Recipient Key Personnel.

Name	Title or Position
Joe Gillman	Community Development Manager

5. USDOT Project Contact(s).

Robin K. Hobbs
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-41, Mail Stop E65-324
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-4004
robin.hobbs@dot.gov

and

Travis Wheeler
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-41, Mail Stop E65-119
1200 New Jersey Avenue, S.E.

Washington, DC 20590
202-366-8887
travis.wheeler@dot.gov

and

Ajin Hu
Agreement Officer Representative (AOR)
FHWA Colorado Division
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

and

Cohen Turner
Agreement Officer Representative (AOR)
FHWA Colorado Division Office
Region 3 Area Engineer
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3025
cohen.turner@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The project will reconstruct Delta's Main Street utilizing a complete streets approach, including ADA-accessible sidewalks, and dedicated bicycle lanes from 13th Street to 1st Street.

2. Statement of Work.

Preconstruction Phase: The first phase of this project will be pre-construction engineering and design, during which the City will hire an engineering consultant to complete the final design and develop construction drawings for the installation of a road diet; a multimodal corridor, sidewalks; curb and gutter replacement; the expansion of pedestrian infrastructure; increased tree canopy and expanded landscaping; the incorporation of streetscaping elements; and other elements of complete street design. Preconstruction will also include all required permitting. Preconstruction deliverables will include development of a bid package for construction, construction drawings, and all required permits.

Construction Phase: The second phase of the project will be construction during which the City will hire a general contractor to construct the infrastructure per design. The City will also retain a consultant to provide construction management services.

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: 09/30/2027

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Construction Substantial Completion and Open to Traffic Date:	09/30/2026

3. Special Milestone Deadlines.

None.

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

RAISE Grant Amount: \$13,196,356

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Base Phase: Preconstruction	\$1,539,370	
Option Phase 1: Construction	\$11,656,986	If the FHWA State Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements.

3. Approved Project Budget.

Eligible Project Costs

	Base Phase: Preconstruction	Option Phase 1: Construction	Total
RAISE Funds:	\$1,539,370	\$11,656,986	\$13,196,356
Other Federal Funds:	\$0	\$0	\$0
Non-Federal Funds:	\$0	\$0	\$0
Total:	\$1,539,370	\$11,656,986	\$13,196,356

4. Cost Classification Table

Cost Classification	Total Costs	Non-RAISE Previously Incurred Costs	Eligible Costs
Architectural and engineering fees	\$2,199,393	\$0	\$2,199,393
Construction	\$8,591,377	\$0	\$8,591,377
Contingency	\$2,405,586	\$0	\$2,405,586
Project Total	\$13,196,356	\$0	\$13,196,356

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No changes.

Schedule: The schedule has been updated based on the current estimated timeframe for starting design, which took longer than anticipated due to regulatory project reviews taking longer than originally estimated.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Traffic Date:	12/31/2025	9/30/2026

Budget: No changes.

Other: N/A

**SCHEDULE F
RAISE PROGRAM DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: IJJA

5. Security Risk Designation.

Security Risk Designation: Low

**SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION**

Study Area: Along US Hwy 50 (Main Street) and at the north and south intersections of Main Street and Confluence Drive.

Baseline Measurement Date: 6/30/2025

Baseline Report Date: 8/30/2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
<p style="text-align: center;">Travel Time Reliability (Travel Time Index)</p>	<p style="text-align: center;">Quality of Life, Economic Competitiveness and Opportunity</p> <p>Travel Time Index is the ratio of the travel time during the peak period to the time required to make the same trip at free-flow speeds. The National Performance Management Research Data Set (NPMRDS) may be utilized.</p> <p>Reporting can be disaggregated by vehicle type (motor vehicle or trucks) that best aligns with project purpose.</p>	<p style="text-align: center;">Annual</p>
<p style="text-align: center;">Average Daily Traffic (Average Traffic Volumes per Day)</p>	<p style="text-align: center;">Mobility and Community Connectivity</p> <p>Count collection can be self-reported using industry standards, such as identified in the FHWA Traffic Data Computation Method Pocket Guide. Counts can also be reported using state or national traffic volume databases.</p> <p>The total for the project study area must be reported, but reporting can also be disaggregated by route. Reporting can also be disaggregated by vehicle type</p>	<p style="text-align: center;">Annual</p>

Measure	Category and Description	Measurement Frequency
	(motor vehicles or trucks) that best aligns with project purpose.	

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project significantly reduces transportation-related pollution, like air pollution and greenhouse gas emissions. <i>(Describe the expected reductions and how they are achieved in the supporting narrative below.)</i>
	The Project aligns with an applicable State, regional, or local carbon-reduction plan. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers. <i>(Describe how in the supporting narrative below.)</i>
	The Project shifts freight to lower-carbon travel modes to reduce emissions. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves the resiliency of at-risk infrastructure to withstand extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the USDOT. <i>(Identify the at-risk infrastructure and describe how the project improves its resiliency in the supporting narrative below.)</i>
	The Project incorporates energy efficient investments, such as electrification or zero emission vehicle infrastructure. <i>(Describe the energy efficient investments in the supporting narrative below.)</i>
	The Project redevelops brownfield sites. <i>(Identify the brownfield sites and describe the redevelopment in the supporting narrative below.)</i>
	The Project removes, replaces, or restores culverts to improve passage of aquatic species. <i>(Identify the affected culverts and describe how the changes will improve the passage of aquatic species in the supporting narrative below.)</i>
	The Project avoids adverse impacts to air or water quality, wetlands, and endangered species. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes floodplain upgrades consistent with the Federal Flood Risk Management Standard in Executive Orders 14030 and 13690. <i>(Describe those floodplain upgrades in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

This project will significantly reduce transportation-related pollution by improving traffic conditions in the project area, thereby reducing air pollutants associated with decreased automobile and commercial truck travel that spends time idling at intersections and crosswalks. Four forms of emissions are considered for this evaluation: nitrous oxide; sulfur dioxide; carbon dioxide; and particulate matter. The emissions reduction associated with the change in traffic flow are based on emissions per vehicle idling factors.

Emission reduction calculations were based upon reduced idle time for through traffic vehicles and are reported as metric ton. Traffic data indicates in excess of 4,500 daily through traffic trips on Main Street, including passenger and truck traffic. Much of this traffic follows US Highway 50 either northbound or southbound through the city center and Main Street. Traffic calming efforts will divert a significant portion of this traffic to the bypass route and save considerable travel time per trip. The goal is to divert approximately 20% of passenger through-traffic and 50% of truck through-traffic to the alternate bypass route. This will reduce the amount of travel time by approximately 3.5 minutes per trip. This time savings will be gained from bypassing slower downtown traffic speeds, avoiding six cross-traffic signals, avoiding increased pedestrian crosswalks, and diverting around one at-grade rail crossing.

Conservatively, it is estimated this project will divert 306 passenger through-trips and 286 truck through-trips each day. It is estimated that traffic diversion will result in trip savings of 3.5 minutes/trip. Utilizing a conservative approach of a single 3 litre combustion engine consuming 0.60 litres/hour of idling, we calculate that approximately 14.03 gallons of fuel will be conserved each day through traffic diversion (3.5 minutes/trip * 592 trips). This amounts to approximately 5,121 gallons of fuel saved per year, with associated emissions reduction expressed as metric ton.

NO_x = 0.52 tons/year reduction

SO_x = 0.03 tons/year reduction

PM_{2.5} = 0.03 tons/year reduction

CO₂ = 45.5 tons/year reduction

**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project increases affordable transportation choices. <i>(Describe how in the supporting narrative below.)</i>
X	The Project expands active transportation usage. <i>(Describe how in the supporting narrative below.)</i>
	The Project significantly reduces vehicle dependence. <i>(Describe how in the supporting narrative below.)</i>
	The Project reduces transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure. <i>(Describe how in the supporting narrative below.)</i>
	The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. <i>(Describe how in the supporting narrative below.)</i>
X	The Project reduces vehicle dependence and improves access to daily destinations, such as jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks, such as by adding new facilities that promote walking or biking. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transit-oriented development that benefits existing residents and businesses. <i>(Describe how in the supporting narrative below, including a specific description of the benefits to <u>existing</u> residents and businesses.)</i>
	The Project mitigates urban heat islands to protect the health of at-risk residents, outdoor workers, and others. <i>(Describe how in the supporting narrative below.)</i>
	The Project proactively addresses racial equity. <i>(Describe how in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>

	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Main Street in Delta is home to numerous retail and service businesses, nonprofits, schools, medical offices, and civic organizations. There are also multiple daily destinations on and just off Main Street such as the Delta Library Innovation Workspace, Post Office, Delta County Courthouse, City Hall, Museum of Delta County, Chamber of Commerce, Delta County School District Administration, and the Egyptian Theater as examples. There are numerous businesses including banks, accountants and financial planners, salons, dance studios, dry cleaners, restaurants, antique stores, vintage stores, and coffee shops. Throughout downtown there are also pocket parks, trails, and neighborhood parks.

While many neighborhoods are within walking distance to downtown, pedestrian access is currently limited and unsafe, and most downtown users choose to drive to locations. Bicycles are rarely seen on Main Street and are not considered a viable form of transportation due to the lack of safe travel corridors. The improvements proposed through this project will expand and enhance the walkability and bikeability of downtown Delta. The improvements will also reconnect local neighborhoods to Main Street and pave the way for future transit services in downtown Delta.

**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner implements targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions. <i>(Describe the use of targeted hiring preferences that will promote the entry and retention of underrepresented populations in jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>

X	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Delta supports inclusive economic development within the City. Through the Delta Revitalizing Main Street project, we will create a walkable pedestrian-friendly environment prime for economic development by all. This project will improve the business environment by attracting more people to our downtown to spend time and dollars by calming traffic and increasing the walkability and vibrancy of Main Street. Creating a walkable environment will encourage residents and visitors to spend more time in the downtown. This new economic activity will not only support existing small businesses on Main Street but will also create an environment that will support and encourage creation of new businesses. With a thriving business community, new jobs will also be created.

The City has several active economic development projects that are complimented by this project. The City has a formal public private partnership with Mainspring CO, a women owned real estate and development company focused on place making. The City is working with Mainspring to redevelop a City owned historic building, located at the southern entrance to Main Street into a business incubator focused on value added food and beverage manufacturing. This building will become a key catalyst of private investment and anchor for south Main Street and will also announce the entrance to Delta’s revitalized Main Street.

The City is also partnered with the Delta County Libraries to relocate the library closer to the Main Street corridor in a former vacant building that is currently being redeveloped to accommodate the new library. The City will co-locate and operate a small business support center, co-working space, and makerspace at the new library. The “Delta Library Innovation Workspace” is designed to support entrepreneurial activity and engage our creative community to drive innovation and invention. This project will serve as an anchor for the northern portion of this project.

Together, all of these partnerships will help bring more people to downtown Delta. The success of these partnerships depends upon the City’s ability to create a walkable safe

Main Street that invites residents and visitors to exit their vehicles and experience the unique opportunities that downtown has to offer.

**SCHEDULE K
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: 20.205; Highway Planning and Construction

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is “Existing.”



MEMO

To: City Council
From: Elyse Ackerman-Casselberry
Date: 5/3/2024
Subject: Stryker Design Build Contract–540 W. 4th Street–Delta Emergency Shelter

Background:

Early in 2023, the City submitted an application to the Department of Housing (DOH) to support acquisition and rehabilitation of the building at 540 W. 4th Street, known as the Work Release Building, into a year round warming and cooling center and summertime overnight emergency shelter. The City's original grant application included a City match of \$417,000. The City simultaneously entered into a contract with Delta County to purchase 540 W. 4th Street, conditioned upon award of the DOH grant. The City was awarded \$1,252,400 from DOH on August 30, 2023. During the lengthy process to enter into contract with DOH, it became clear that the closing date for 540 W. 4th Street would need to occur, and DOH preferred, prior to being under contract for the DOH grant. As is required for most grants, DOH cannot reimburse any expenses incurred prior to fully executing the grant contract. Through discussions with DOH, the City utilized its match prior to the grant execution and closed on 540 W. 4th Street at the end of 2023. The contract with DOH was finally received and fully executed March 22, 2023. The City will not have any additional required cash match for the project.

Additionally, DOH required, as a condition of contracting, that the City select its architect and construction team. The City released a Request for Proposals for Design/Build services in the fall of 2023. City Council reviewed the two proposals received and awarded the contract to Stryker & Company, Inc. However; because we were not under contract with DOH for the grant, the construction contract with Stryker was not executed. Now that we are under contract with DOH for the grant, it is time to execute the contract to Stryker & Company, Inc.

Note: There is known asbestos in the existing floor tile. The Stryker team will evaluate if the flooring tile should be removed and abated or if it can remain in place. If abatement is required, Staff has an application to CDPHE ready to submit for assistance. The DOH money cannot be used on asbestos abatement.

**Cost: \$1,252,400 DOH Grant
\$390,000 City Match (Expended on closing of 540 W.4th St. December 2023)**





Budgeted: This project is included in the 2024 City Budget in the City Wide Capital Improvement Fund.

Alignment With Strategic Planning:

This project aligns with the City's Goal of to Keep our City Safe.

Recommendation & Actions To Be Taken if Approved:

City Staff recommends approval of this grant contract subject to the condition that the City Attorney approval the final contract form. Following approval, the City will issue a notice to proceed to the contractor to begin architecture and design work.



CITY OF DELTA DESIGN/BUILD CONTRACT

THIS DESIGN/BUILD CONTRACT (the “Contract”) is made and entered into by and between the CITY OF DELTA, COLORADO, (the “Owner” or “City”) and STRYKER AND COMPANY, INC., a Colorado corporation with its principal place of business at 236 S. 3rd St #319 Montrose, CO 81401 (the “Contractor”) for the design and construction of a project identified as: Delta Emergency Shelter Rehabilitation (the “Project”).

The Owner's Representative (OR) is:

Rod Myers
City of Delta Fleet and Facilities Manager

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Contractor agree as follows:

ARTICLE 1 THE WORK:

The Contractor shall perform all the Work required by the Contract Documents for the Project.

The term “Work” shall mean whatever is done by and required of Contractor to perform and complete its duties relating to the design and construction of the Project under this Contract, including, without limitation, the Design Services outlined in Exhibit A, attached hereto and incorporated by reference herein, the services outlined in Article 10 below, including all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such design and construction.

ARTICLE 2 TIME OF COMMENCEMENT AND COMPLETION:

Subject to the terms of this Contract, the Work to be performed under this Contract shall reach Substantial Completion by 3/31/2025 and Final Completion by 4/31/2025 (the “Contract Times”).

“Substantial Completion” means that stage in the progression of the Work as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract Documents that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the

Project being deemed substantially complete and shall not be evidence of Substantial Completion. Substantial Completion shall have occurred even though minor details of decoration, landscaping, or mechanical adjustments remain to be completed. The issuance of a final certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Contractor's control.

"Final Completion" means the completion of all Work required by, and in strict compliance with, the Contract Documents.

**ARTICLE 3
CONTRACT AMOUNT AND BASIS:**

3.1 The Owner shall pay the Contractor for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, the following Contractor Sum price of the Base Bid Contract.

The Contract Sum price of the Base Bid Contract is: \$1,252,400.00

3.2 The Contract shall be paid based on actual Work performed in accordance with the budget attached to this Contract as Exhibit A-1 (Exhibit A - Attachment 1) and incorporated herein by this reference, not to exceed a total Project cost of \$1,252,400.00. All items on the bid tabulation identified as "LS" shall be lump sum bids not subject to adjustment based on any field conditions or other factors. For all other line items, in the event that Contractor determines that quantities have changed or will change from the quantities shown on the bid tabulation, Contractor shall promptly submit a request for a Change Order, and payment for any such increased costs shall be subject to Owner's approval of the Change Order pursuant to Article 20 of this Contract.

3.3 The Owner represents that an amount equal to or in excess of the Contract Amount set forth in Paragraph 3.1 has been appropriated.

**ARTICLE 4
PROGRESS PAYMENTS:**

Based upon Applications for Payment submitted to the OR by the Contractor and Certificates for Payment issued by the OR, the Owner shall make progress payments to the Contractor as follows:

MONTHLY PROGRESS PAYMENTS

5% of each amount certified for payment shall be retained by the City until final payment.

**ARTICLE 5
FINAL PAYMENT:**

After Final Completion of the Work, provided the Contract be then fully performed, subject to the provisions of Article 16 of the General Conditions, the City shall publish a Notice

of Final Settlement twice at least ten (10) days prior to the date of final settlement. Final settlement shall occur within sixty (60) days after this Contract is deemed complete to the City's satisfaction. The City shall withhold from final payments any amounts as required pursuant to C.R.S. § 38-26-107.

**ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS:**

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are indicated as follows:

- Contract including General Conditions
- Special Conditions
- Preliminary Design Scope and Specifications (when completed)
- Final Design Documents, including Drawings and Technical Specifications (when Completed)
- Addenda (if any)
- Change Orders (if any)
- Notice of Award
- Written Interpretation of OR (if any)
- Performance Bond or Letter of Credit
- Payment Bond or Letter of Credit
- Notice to Proceed
- Request for Bids

**ARTICLE 7
CONTRACT DOCUMENTS:**

7.1 The Contract Documents consist of this Contract (which includes the General Conditions), Special Conditions, the Preliminary Design Scope and Specifications, all Design Documents hereafter prepared by Contractor and approved by Owner in accordance with this Contract, any Addenda issued prior to the execution of this Contract, all modifications, any performance or payment bonds, all Change Orders, all written interpretations of the Contract Documents issued by the OR pursuant to the terms of this Contract, and those items listed in Article 6. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results. In the event of a conflict between the terms of this Contract and any other Contract Documents, this Contract shall govern and control.

7.2 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor. If either the Owner or the Contractor does not sign the Drawings, Specifications, or any of the other Contract Documents, the OR shall identify them and the applicable party shall sign.

By executing the Contract, the Contractor represents that Contractor has visited the site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 8

OWNER'S REPRESENTATIVE (OR):

8.1 The OR will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment. Contractor shall be entitled to rely on written instructions or representations made by the OR pursuant to this Contract.

8.2 The OR shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The OR will make periodic visits to the site to familiarize himself/herself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his/her on-site observations, the OR will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and the OR will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on such observations and the Contractor's Applications for Payment, the OR will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16. In no event shall the OR issue a Certificate of Payment without the Owner's review and approval.

8.5 The OR will be, in the first instance, the interpreter of the requirements of the Contract Documents. The OR will make recommendations on all claims and disputes between the Owner and the Contractor.

8.6 The OR will have authority to reject Work which does not conform to the Contract Documents.

8.7 For the purposes of this Contract, the term OR is synonymous with the terms Engineer or Inspector as referred to in the following references from the Special Conditions for this Contract: Technical Specifications for this Contract, the *City of Delta Standards and Specifications for the Design and Construction of Public Improvements*, and the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction*.

8.8 The OR will decide all questions regarding the equality and acceptability of materials furnished, Work performed, and the rate of progress of the Work, and all interpretation of the plans and specifications and acceptable fulfillment of the Contract, including the determination of

Substantial Completion and Final Completion.

The OR will, in writing, suspend the Work wholly or in part:

- A) *For failure of the Contractor to correct conditions unsafe for the workers or the general public;*
- B) *For failure to carry out any provisions contained in the Contract Documents;*
- C) *For failure to carry out orders issued by the OR in conformance with the Contract Documents;*
- D) *For periods of unsuitable weather;*
- E) *For conditions unsuitable for the prosecution of the Work; or*
- F) *For any other condition/reason determined to be in the public interest.*

ARTICLE 9 OWNER:

9.1 The Owner shall secure any required permanent easements or real property necessary for the Work and advise Contractor of the boundaries of City easements or property.

9.2 The Owner shall issue all instructions to the Contractor through the OR.

ARTICLE 10 CONTRACTOR:

10.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the terms and conditions of the Contract.

10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the OR that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good

quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.

10.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's expense, except as provided in Article 24. The City is exempt from State and local sales and use taxes. Contractor shall take steps to obtain such exemption from the Colorado Department of Revenue.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work and shall notify the OR if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, stamp with its approval (or cause to be stamped with approval by a licensed subcontractor) and submit all samples and shop drawings as directed for approval by the OR for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

10.9 The Contractor at all times shall keep the premises where the Work is performed free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work Contractor shall remove all of Contractor's and subcontractors' waste materials and rubbish from and about the Project as well as Contractor's and subcontractors' tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

10.10 The Contractor shall indemnify and hold harmless the Owner and the OR and their respective officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees (collectively "Claims"), arising out of or resulting from the performance of the Work, provided that any such Claims (1) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in part by a party indemnified hereunder, and provided further that nothing in this Contract shall require Contractor or any other person to hold the City harmless against the City's own negligence. In any and all claims against the Owner or the OR or any of their officers, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.10 shall not extend

to the liability of the Owner, the OR, or their agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the OR, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**ARTICLE 11
SUBCONTRACTS:**

11.1 A subcontractor is a person who has a contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the OR in writing a list of the names of subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any subcontractor to whom the OR or the Owner may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom it has a reasonable objection. Contracts between the Contractor and the subcontractor shall be in accordance with the terms of this Contract and shall include the General Conditions of this Contract insofar as applicable.

11.3 Whenever Contractor receives payment pursuant to Article 2 of this Contract and the Contractor's request for payment included costs attributable to any subcontractor, Contractor shall make payments to each subcontractor of any amounts actually received and attributable to such contractor.

**ARTICLE 12
SEPARATE CONTRACTS AND OWNER WORK:**

12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

12.2 The Contractor shall afford other contractors or Owner reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate its Work with theirs.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore.

**ARTICLE 13
ROYALTIES AND PATENTS:**

The Contractor shall pay all royalties and license fees applicable to the Work. The Contractor shall defend all suits or claims for infringement of any patent rights arising out of the Work and shall save the Owner harmless from loss on account thereof.

**ARTICLE 14
PERFORMANCE AND PAYMENT BONDS:**

A Performance and a Payment Bond shall be submitted by Contractor for all contracts in excess of \$50,000 or if indicated in Article 6.

Each bond shall be in the amount of the Contract Sum and shall either be in the form supplied by Owner or shall be in such other form as reasonably approved by Owner. Each bond shall comply with the requirements of C.R.S. §§ 38-26-105 and 106.

When indicated in Article 6, a clean irrevocable letter of credit to the City from a bank acceptable to the City may be substituted for the bond indicated. Such letter of credit shall not expire prior to one year following final payment.

**ARTICLE 15
TIME:**

15.1 All time limits stated in the Contract Documents are of the essence in this Contract.

15.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation or delivery of equipment, supplies, or materials, unavoidable casualties, causes beyond the Contractor's control, or by any other cause which the OR may determine justifies the delay, then the Contract Times shall be extended by Change Order for such reasonable time as the OR may determine.

15.3 Due account will be taken of any adjustment of the Contract Time for completion of the Work granted under the provisions of subsection 15.2 above. Permitting the Contractor to continue and finish the Work or any part thereof after lapse of Contract Time will not operate as a waiver on the part of the City of any of its rights under the Contract.

15.4 Contractor shall be liable for any damages or costs incurred by Owner due to failure of the Contractor to complete the Work according to the Contract Times.

**ARTICLE 16
PAYMENTS:**

16.1 Payments shall be made as provided in Article 4 of this Contract.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims asserted or evidence which indicates probable assertion of claims, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) damages to Owner caused by Contractor, or (5) unsatisfactory prosecution of the Work by the Contractor.

16.3 Final payment shall not be due until (1) the Contractor has delivered to the Owner a bond, a clean irrevocable letter of credit, cash or other security reasonably satisfactory to the Owner

indemnifying Owner against any claim which has been asserted by anyone for labor, materials, equipment or otherwise arising out of the Contract or on account of any claim which either City or Contractor believes may be asserted, (2) the City has inspected and approved the Work as complying with the Contract, (3) written consent of surety, if any is given, (4) any manufacturers' or suppliers' warranties and equipment literature, and any as built plans required are delivered to Owner, and (5) the City has published notice of final settlement and the other requirements and procedures of C.R.S. § 38-26-107 are satisfied.

16.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) asserted but unsettled claims, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the Work, or materials or equipment for the Work due to fire, theft, vandalism, or other casualty or cause, until the Work is fully completed and accepted by the City. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property with respect to the Work or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or OR or anyone employed or engaged by either of them or for whose acts either of them may be liable, but which are not attributable to the fault or negligence of the Contractor.

ARTICLE 18

INSURANCE:

18.1 Contractor shall maintain in force a Worker's Compensation and Employer's Liability Insurance Policy in the amounts and with the coverage as required by the Workers' Compensation Laws of the State of Colorado. A certificate of such insurance shall be delivered to the City.

18.2 Contractor shall also maintain the following insurance policies and coverage as indicated in the minimum amounts as indicated as follows:

18.2.1. General Liability in amounts not less than the limits set forth by the Colorado Governmental Immunity Act, C.R.S. § 24-10-114, for both bodily injury and property damage to include the following coverage:

- Comprehensive Form
- Premises/Operations
- Underground, Explosion and Collapse Hazard
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury
- _____

18.2.2 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,195,000 each occurrence and \$2,000,000 general aggregate covering the following:

- Any Auto
- All Owned Autos (Private Passengers)
- All Owned Autos (Other than Private Passengers)
- Hired Autos
- Non-Owned Autos
- Garage Liability
- _____

18.2.3. Contractor shall either provide the City with a Certificate of Insurance providing that the above insurance cannot be cancelled without thirty (30) days' prior written notice to the City or Contractor shall have the City included as an additional insured on such policies and provide the City with a copy of the policy, and all endorsements. A Certificate of Insurance stating that failure to mail the notice to the City shall impose no obligations or liability upon the insurance company shall not be acceptable.

ARTICLE 19
PROPERTY INSURANCE:

19.2 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interest of the Owner, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of Fire, Theft, Extended Coverage, Vandalism and Malicious Mischief. Such policy shall be an "all risk" Builder's Risk Policy.

19.3 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any mortgage clause.

19.4 The Contractor shall file a copy of all such policies with the Owner prior to the commencement of the Work.

19.5 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by subcontractors and sub-subcontractors.

**ARTICLE 20
CHANGES IN THE WORK:**

20.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Contract Time being adjusted accordingly. Any such changes in the Work shall only be authorized by written Change Order signed by the Owner. All Change Orders must be accompanied by a written assurance from the Owner stating that lawful appropriations to cover the costs of the Change Order have been made and that said appropriations are available prior to the performance of the additional work.

20.2 The Contract Sum and the Contract Time may be changed only by Change Order.

20.3 The cost or credit to the Owner, if any, from a Change in the Work shall be determined by unit prices if specified in the Contract Documents, or by mutual agreement.

20.4 If the Owner requests a Change in the Work, the Owner will reimburse the Contractor on a periodic basis for costs incurred prior to finalization of the Change Order. In no event will periodic reimbursement be required before the Contractor has provided an estimate of the cost for the additional, compensable work to be performed.

20.5 Owner's review, inspection or approval of any Design Documents, Change Orders or other documents related to the Work submitted by Contractor shall be solely for the purpose of determining whether such Work and such documents are consistent with applicable design/build regulations and the Contract Documents. No review, inspection or approval by Owner of the Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability or coordination of the Work.

**ARTICLE 21
CORRECTION OF WORK:**

The City will not pay for defective Work and will not pay for repair or additional work required to bring defective Work into compliance with the Contract Documents. The City may require defective Work to be removed and replaced.

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and

shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Final Settlement of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 21 apply to Work done by subcontractors as well as to Work done by direct employees of the Contractor and are in addition to any other remedies or warranties provided by law.

ARTICLE 22

TERMINATION BY THE CONTRACTOR:

If the OR fails to issue a Certificate of Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty (30) days, the Contractor may, upon seven (7) days' written notice to the Owner and the OR, terminate the Contract. Further, Contractor may, upon not less than seven (7) days' written notice and opportunity to cure to Owner, terminate this Contract if the Work has been stopped for sixty (60) or more days through no fault of Contractor due to a court order or order of any other governmental authority having jurisdiction over the Project or due to a suspension for convenience by Owner.

Upon termination by Contractor in accordance with this Article 22, Contractor is entitled to recover from Owner payment for all Work actually executed and for any proven loss sustained by Contractor upon any materials, equipment, tools, and machinery used for the Work.

ARTICLE 23

TERMINATION BY THE OWNER:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days' prior written notice to the Contractor and without prejudice to any other remedy Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at Owner's option, may terminate Contractor's Work under the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method Owner may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

ARTICLE 24

PERMITS:

Contractor must obtain all appropriate permits for performance of the Work. Fees for permits and inspections directly related to the Work will be paid by the Contractor.

ARTICLE 25
MISCELLANEOUS PROVISIONS:

25.1 This Contract is being executed and is to be performed in the State of Colorado, and shall be enforced and construed according to the laws of the State of Colorado. In the event of action concerning this Contract, the parties agree that venue for such action shall be in the Delta County District Court. In the event of such a dispute, the prevailing party shall, to the extent permitted by law, be entitled to an award of reasonable attorney fees and costs in addition to all other remedies.

25.2 Contractor shall not assign this Contract without the written consent of the Owner. The provisions of the Contract are binding on the heirs, successors or assignees of the parties.

25.3 Except as expressly set forth herein, the rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.

25.4 No failure to enforce any provision of the Contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach.

25.5 The terms of this Contract shall remain in full force and effect following final payment.

25.6 In lieu of customary lien rights, C.R.S. §§ 38-26-107, *et seq.*, as amended, provides relief for any claimant having furnished labor, materials, rental machinery, tools, equipment or services toward construction of the particular public work in that final payment may not be made to the Contractor until all such creditors have been put on notice by publication in the public press of such pending payment and given opportunity to stop payment to the Contractor in the amount of such claims.

25.7 By executing below the Owner states that it has appropriated money equal to or in excess of the Contract Amount. The parties acknowledge and agree that no Change Order or other work order or other directive which requires additional compensation and causes the aggregate amount payable under this Contract to exceed the appropriated amount, shall be issued unless appropriation for the costs thereof has been made. Contractor acknowledges that no Owner employee has the authority to bind Owner with regard to any payment for any work which exceeds the amount appropriated for and payable pursuant to this Contract. No provision of this Contract shall be construed or interpreted: i) to directly or indirectly obligate Owner to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by Owner to or in aid of any person, company or corporation within the meaning of the Colorado Constitution.

25.8 The Owner and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor and its Subcontractors that are related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. Owner is subject to and bound by the Colorado Open Records Act, § 24-72-101 *et seq.* C.R.S. Any and all documents Contractor prepares pursuant to this Contract may be subject to production and/or reproduction pursuant to those statutes, irrespective of any copyrights held by the Contractor. The Contractor hereby waives any other claims of any kind whatsoever against Owner for the Owner's compliance or attempted compliance with the provisions of the Open Records Act.

25.9 Nothing herein shall be construed as a waiver, or partial waiver, by the Owner of any portion of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. §§ 24-10-101, *et seq.*

This Contract is dated _____.

OWNER:

CITY OF DELTA

By: _____
Signature

Printed Name and Title

CONTRACTOR:

STRYKER AND COMPANY, INC.,
a Colorado corporation

By: _____
Signature

Printed Name and Title

EXHIBIT A

SECTION 1 DESIGN SERVICES REQUIREMENTS AND STANDARDS

1.1 Contractor shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specifications and the related Contract Documents, including all Design Services necessary for the Project to be properly constructed by Contractor and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. “Design Services” means any and all architectural engineering and design services required to be performed by Contractor pursuant to this Exhibit and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. “Design Scope and Specifications” means the document prepared by Contractor and approved by Owner on November 7, 2023 which specifies the general scope of the Design Services to be performed by Contractor under the Contract, which Design Scope and Specifications shall be subject to and in accordance with the budget attached hereto and incorporated herein as Attachment 1. A copy of the Design Scope and Specifications is attached hereto as Attachment 2 and is incorporated into this Contract by reference. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Contractor’s Design Services as provided in subsection 1.8 of this Exhibit.

1.2 Subject to Paragraph 20.5 of the Contract, Contractor shall submit all documents produced as part of the Design Services to the OR for review and approval in accordance with the terms of the Contract. However, any review or approval by the OR shall not relieve Contractor of or otherwise diminish its obligations under the Contract. The OR may direct Contractor to make changes to any design documents in order to conform the documents to Owner’s objectives. Any changes by Contractor ordered by the OR shall not relieve Contractor of its obligations under this Contract, unless, and only to the extent that, Contractor notifies Owner in writing, within five (5) business days after receipt of Owner’s directive to make changes, concerning any adverse impact on schedules, budgets, operational performance, satisfaction of regulatory requirements or other adverse impact that may result from the directed changes. Failure of Contractor to submit its notice within the five (5) business day period constitutes a waiver by Contractor of any claim for an adjustment to the Design Schedule or the Contract Time.

1.3 Contractor shall prepare, as necessary, surveys and topographic information including aerial photographs needed to establish line and grade of sewers, location of property lines by field surveys, and plans shall include the location of any improvements as it relates to property lines. Owner expressly does not warrant any information provided by it in connection with preparation of the above-mentioned information. Contractor, however, may reasonably rely on information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Contractor from its responsibility to independently verify or investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.

1.4 In preparing the Design Documents, Owner shall separately retain an experienced, qualified geotechnical consultant to evaluate all geotechnical considerations relating to the design and

construction of the Project. Contractor shall be responsible for designing the Project in accordance with the analysis and recommendations of the geotechnical consultant. Nothing in this subsection, however, prevents Contractor from retaining its own geotechnical consultant to review design work, raise issues for mutual discussion, and obtain further information in connection with the geotechnical nature of the Project. Owner expressly does not warranty any geotechnical information provided by it for use in connection with preparation of the design documents. Contractor, however, may reasonably rely on geotechnical information provided by Owner to the extent the information has been prepared by Owner or an independent consultant hired by Owner to prepare the information specifically for this Project, without absolving Contractor from its responsibility to independently verify and investigate information that a reasonable, prudent professional architect or engineer should or would inquire about.

1.5 Contractor shall be responsible for the professional quality, completeness, accuracy and coordination of Design Documents. Contractor shall provide Design Services that will result in an operationally cost-efficient and economical facility that meets all environmental and regulatory requirements as of the date hereof and uses the most appropriate available technology. Contractor shall provide for all quality control reviews required by sound professional architectural and engineering practices and by governmental authorities having jurisdiction over the Project.

1.6 In providing Design Services, Contractor shall comply with the lawful requirements of all federal, State and local authorities having lawful jurisdiction over the Project. Contractor shall design the Project to meet all applicable requirements of the Delta Municipal Code in relation to the design, construction, occupation and operation of the Project, including, without limitation, building standards, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

1.7 Contractor shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.

1.8 Contractor shall, within thirty (30) calendar days after execution of the Contract, submit for Owner's approval the Design Schedule for the performance of Contractor's Design Services, which shall include allowance for reasonable time required for the OR's review of submissions and for approvals of authorities having jurisdiction over the Project. This Design Schedule shall, upon approval by the OR, be considered incorporated and made a part of this Contract as Exhibit 2. The Design Schedule, when approved by the OR, shall not, except by Change Order or as provided in Section 15.2 of the Contract, be extended or exceeded by Contractor. Should Contractor at any time during the course of performing the Work, have reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the OR in writing. Contractor shall state the reason for the delay in the notice, including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Contractor to submit such notice shall constitute a waiver by Contractor of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. Subject to the provisions of Article 15 of the Contract, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

SECTION 2 PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

2.1 Prior to the preparation of the Preliminary Design as required by Section 3 below, Contractor shall first consult in detail with Owner and shall carefully analyze any information furnished by Owner concerning requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specifications.

2.2 Based on its study and analysis, and no later than thirty (30) days after the effective date of the Contract, Contractor shall prepare and submit to Owner a written report detailing Contractor's understanding and analysis of the Project requirements and identifying any design, construction, scheduling, budgetary, operational or other problems which may result from said requirements. The written report of Contractor shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Contractor shall review such report with Owner and shall implement such changes as Owner may require as provided in subsection 1.2 of this Exhibit.

2.3 Based upon the Contractor's recommendation that the Design Schedule should be "fast tracked" for the Design Phase, Owner agrees to review the proposed plan of action promptly. The proposed schedule should include sufficient budget allowances in anticipation of currently unknown refinements of budgets that may become necessary and in order to control Project costs.

SECTION 3 PRELIMINARY DESIGN

3.1 Not later than the date called for in the Design Schedule, Contractor shall prepare and submit to the OR a Preliminary Design for the Project. The Preliminary Design shall address all requirements of the Project and shall include, without limitation, the following:

3.1.1 preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, and character of each building or structure;

3.1.2 preliminary drawings which illustrate each exterior view of the Project;

3.1.3 preliminary drawings which illustrate a floor plan for each room, office, and functional area of the Project and the dimensions thereof;

3.1.4 preliminary drawings and specifications illustrating and describing the architectural, electrical, mechanical, structural, and manufacturing systems of the Project;

3.1.5 a written description of the materials and equipment to be incorporated into the Project and the location of same; and

3.1.6 any other documents or things required to illustrate, describe, or depict the Preliminary Design and the conformity of same with the requirements of the Design Scope and Specifications, this Exhibit and the Contract.

3.2 Contractor shall review the Preliminary Design with the OR and, subject to Section 1.2 of this Exhibit, shall incorporate any changes ordered by the OR in regard to the Preliminary Design or the requirements of the Project.

3.3 After review of the Preliminary Design and incorporation of any changes ordered by the OR, the OR shall authorize Contractor in writing to commence preparing the Detailed Design, or such part thereof as directed by the OR.

SECTION 4 DETAILED DESIGN

4.1 Not later than the date called for in the Design Schedule, after the OR has authorized Contractor to commence with the Detailed Design as provided in subsection 3.3 above, Contractor shall prepare and submit to the OR the complete Detailed Design.

4.2 The Detailed Design shall include all Design Documents, which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project fully operational for its intended purposes, including satisfaction of all testing, permitting, qualifications, certifications, validations, and obtaining regulatory approvals by all applicable regulatory authorities to render the Project and all its components operational and functionally and legally usable for their intended purpose. Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.

4.3 Design Documents means all the design documents provided by Contractor and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals and related materials prepared by or on behalf of Contractor.

SECTION 5 ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

5.1 Contractor shall prepare and provide to Owner a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Work in compliance with the requirements of the Contract.

Stryker & Company Inc.
 236 S. Third St., #319
 Montrose, CO 81401
 (970)-964-4434 Phone

4/9/2024

Delta Day Center
 Delta Colorado 81416

Based on drawings dated: Site Walk and Schematic Plan		BLDG. SQ. FT. 7208	First floor 4629 SF 2nd Floor 2579 SF
Items	Budget	Scope Notes	
1 <i>General Conditions</i>	\$ 228,071.95	Builders Risk, Bonding, Design fees Architectural, Structural, MEP. Project Management, Site Supervision. Dumpsters, tip fees, porta toilet, cleaning, etc...	
2 <i>Existing Conditions</i>	\$ 52,906.50	Demo flooring, walls, restrooms, plumbing fixtures, waste water, etc.	
3 <i>Structural Concrete</i>	\$ 14,688.00	Interior slab work for new restrooms and waste water lines	
4 <i>Masonry</i>	\$ -	Not Included at this time	
5 <i>Metals</i>	\$ 15,120.00	New set of exterior stairs	
6 <i>Woods, Plastics, and Composites</i>	\$ 22,962.99	Interior framing for new rooms and restrooms	
7 <i>Thermal and Moisture Protection</i>	\$ 31,907.25	Roof repair, gutter repair, upgrade attic insulation, new interior wall insulation. Siding repair/replacement work.	
8 <i>Openings</i>	\$ 62,586.00	Door/Window replacment/repair as needed. Mirrors RR's. Upgrade security door hardware	
9 <i>Finishes</i>	\$ 167,389.20	New drywall, drywall patch work. Interior repaing, Exterior paint touch up. New LVT Flooring, floor prep. Restroom Tile	
10 <i>Specialties</i>	\$ 58,654.80	Signage int/ext. RR partitions, and RR accessories, corner guards and fire extinguishers	
11 <i>Equipment</i>	\$ 33,534.00	Repair/replace kitchen equipment, outside seating	
12 <i>Furnishings</i>	\$ 61,749.00	35 LF Cabinets,counter tops, window coverings. Kitchen Stainless Steel counter 20 LF. OWNERS ALLOWANCE FFE \$10,0000	
22 <i>Plumbing</i>	\$ 106,380.00	New plumbing fixtures, new waste water line and upgrade domestic water system, new water heaters.	
23 <i>HVAC</i>	\$ 81,270.00	Upgrade to high efficient RTU, RR exhaust fans, duct work up grading	
26 <i>Electrical</i>	\$ 128,844.00	New interior lighting, bring system up to current code. Exterior lighting on building	
27 <i>Communications</i>	\$ 7,506.00	IT/Communication	
28 <i>Electronic Safety & Security</i>	\$ 24,354.00	Fire alarm, security systems	
31 <i>Earthwork</i>	\$ 15,660.00	Interior under slab excavation for waste water, site concrete prep	
32 <i>Exterior Improvements</i>	\$ 28,350.00	Asphalt cleaning/patch/restripping. Landscape, site concrete.	
33 <i>Site Utilities</i>	\$ 28,533.60	Grease trap and utility upgrades	
Construction Cost Sub Total		\$ 1,170,467.29	
BONDING AND INSURANCE			Notes:
1 <i>PAYMENT AND PERFORMANCE BONDS</i>	\$ 9,105.48	Included in Division 01 General Conditions	
1 <i>Bullders Risk</i>	\$ 2,891.38	Included in Division 01 General Conditions	
1 Professional Liability and /or Increased Liability Coverage	\$ -	Not Included at this time	
1 Additional warranty period (2yrs total)	\$ -	Not Included at this time	
** OTHER CONSTRUCTION COSTS			Notes:
1 Building Permit	\$ -	Not Included at this time	
1 Utility connection Fees	\$ -	Not Included at this time	
CONTRACTORS FEE		\$ 81,932.71	
TOTAL CONTRACT AMOUNT		\$ 1,252,400.00	
Cost per Sq. Ft		\$ 173.75	



CITY OF DELTA

DELTA SHELTER DESIGN BUILD

September 29, 2023

SCOTT STRYKER
970-964-4434
scott@strykerco.net
688 Spring Creek
Montrose, CO 81403

Duns# 07992997



September 29, 2023

Ms. Meganne Robinson
City of Delta
360 Main Street
Delta, CO 81401

Dear Ms. Robinson,

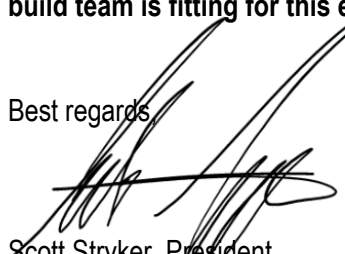
We want to thank you for the opportunity to submit a Design-Build proposal for this unique and highly needed project. The attached proposal demonstrates that we have an outstanding team, are well-organized in our processes and systems, and have an excellent reputation as a commercial contractor in Western Colorado. We are confident that our construction management team, design professionals, and in-house work crews will serve the City of Delta exceptionally well.

We believe the following attributes make us uniquely qualified to be your best choice for this project:

- We have worked successfully with BG+co. on numerous projects.
- We don't look to be 'low bid' but rather best value.
- We have positive working relationships with Delta County subcontractors.
- We are currently teaming with BG+co. on the Montrose County Courthouse historical renovation.

For these reasons, we believe we are the right team to take this project across the finish line. **Choosing our qualified design-build team is fitting for this exciting project to see it through to its fruition.**

Best regards


Scott Stryker, President
Stryker and Company, Inc

Best regards,


Peter Icenogle, President
BG+co.

236 S. 3rd Street, # 319, Montrose, CO 81401 - 970-964-4434

UEI #: J2N1L1YASN67 - DUNS #: 079929997 - CAGE #: 7FH90

QUALIFICATIONS- STRYKER LEAD

STRYKER & COMPANY, INC.

236 S. 3rd Street, # 319, Montrose, CO 81401

scott@strykerco.net

970-964-4434

POINTS OF CONTACT

Scott Stryker, Primary	Jimmy Merritt, Alternate
(970) 964-4434 Office	(970) 964-4434 Office
(970) 209-5138 Cell	(970) 596-7288 Cell
scott@strykerco.net	jimmy@strykerco.net

FIRM BACKGROUND

NUMBER OF YEARS IN BUSINESS

8 years. Stryker & Company, Inc was incorporated in 2015 after Scott Stryker sold his interest in Ridgway Valley Enterprises, a construction company that he co-owned for 18 years. It was a chance to move in a direction that he wanted to go that would allow him to have more control over the direction of the company, and that has been a positive move not just for him but for the great team at Stryker & Company.

TYPE OF OPERATION

Stryker and Company is a general contractor based out of Montrose, Colorado, since 2015. We have successfully managed multiple types of commercial construction, ranging from new construction to tenant improvements, to occupied medical and first responder facilities, as well as historical renovations. Our team is experienced in all facets of commercial construction, quasi-governmental, and federally funded projects. Our company is comprised of three project managers, five project superintendents, two estimators, a financial controller, and a project coordinator. Many of these team members have worked together, in one capacity or another, for over a decade. Our management team has continued to grow since our incorporation and has been able to maintain six to eight carpenters and laborers in the field.

We are confident that if you talked to our current or past clients, they would attest to our team spirit, honest dealings, and expeditious completion of projects. We have found that communication is the key to getting the project completed successfully and safely.

NUMBER OF EMPLOYEES

27 Employees

3 Administrative

5 Project Managers

3 Project Engineers

5 Superintendents

10 Field crew, laborers, and carpenters

QUALIFICATIONS- STRYKER LEAD

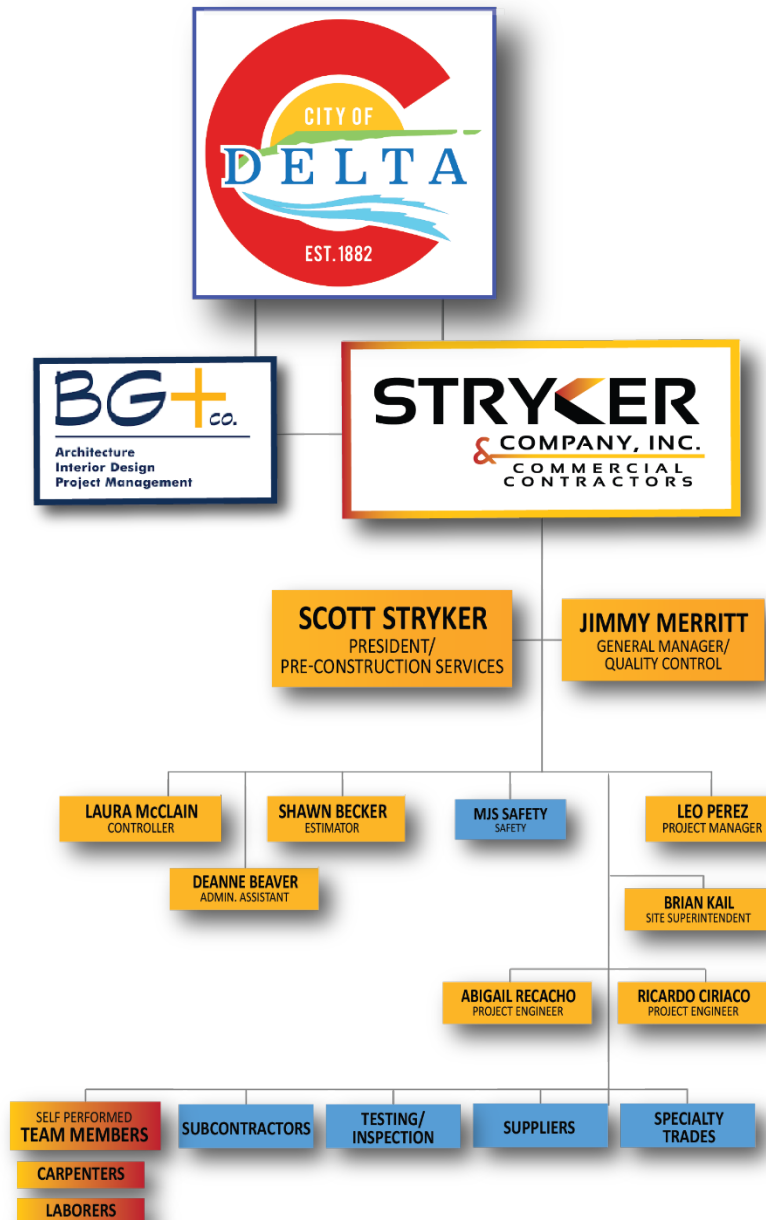
ANNUAL CONSTRUCTION VOLUME

\$14,560,000 (average the past 3 years)
 \$24,000,000 (2022)

GENERAL EXPERTISE

- | | |
|---------------------------------|------------------------------------|
| Prime Contractor | Design-Build Capabilities |
| Self-Performance Capabilities | Building Repairs & Renovations |
| Construction/Project Management | Facility Upgrades & Improvements |
| ASHE certified for work in | Healthcare Facilities Construction |
| Health Care Facilities | and Renovation Experience |
| Photovoltaic System | |

ORGANIZATION CHART



STRYKER KEY PERSONNEL *(Resumes following this section)*

PRE-CONSTRUCTION SERVICES – Scott Stryker *(Resume Included)*

Scott's experience runs deep when it comes to Commercial Construction; his construction industry career spans over 25 years in multiple facets of the construction process. Scott is truly an asset when assessing the constructability of a proposed plan and also brings experience from field operations to the table in having close ties to subcontractors he has worked with throughout his career. **These relationships help with knowing which sub would be the best fit for a particular project, what their current workload looks like, and who would have the pertinent service capabilities long after the project is complete.** It is truly a passion for Scott to understand Stryker & Company's clients' programming needs and bring their vision to life. Current and past clients would attest to honest and upfront conversations that deliver the end product that meets their needs now and allows for future growth.

Scott's responsibilities include:

- Attend community presentations
- Vet out materials and systems for what can be accomplished with a local subcontractor base.
- Review plans for constructability
- Gather input from key subcontractors early in the process regarding lead times and availability of materials.

PROJECT MANAGER – Leonardo C Perez *(Resume Included)*

Leo's excellent communication skills have made him a valuable asset in all aspects of our work, including communicating with the ownership group, design team, and workers in the field. Leo is deep into a unique and historical construction project leading the team on the renovation for the Delta City Police Department. The project is in the beginning stages of construction, and we have been able to give the owners updated pricing throughout the design process. He is proactive in managing his projects and has also been an invaluable resource for translating communication to our Spanish-speaking subcontractors, ensuring that our communication with them is clear and accurate.

Leo's responsibilities include:

- Serving as Owner and A/E liaison
- Project documentation
- Subcontract administration
- Major material procurement and logistics
- Preparing and updating computer-assisted schedules
- Billings and close-out documentation
- Making sure the scope and direction of each project is on schedule
- Keeping all other departments up to date on the progression of the project

SITE SUPERINTENDENT –Brian Kail *(Resume Included)*

Brian has an extensive background in a wide variety of construction, including renovations, Pre-Engineered metal buildings and major remodels. Brian's 40+ years of experience means he has seen almost any problem that might arise. His thoroughness in reviewing drawings and attention to detail in the field is reflected in his projects.

Brian's responsibilities include:

- Provide oversight on-site for daily scheduling and other site requirements, including production tracking.

QUALIFICATIONS- STRYKER LEAD

- Ensures that on-site trades are following the proper level of safety and quality standards of site cleanliness
- Identifies deadlines for each on-site trade and assesses the work activity to meet the intended time frames for cost efficiency
- Quality Control, assesses the quality level of work for all production trades daily
- His goal is to fit the punchlist on one sheet of paper!

QUALITY CONTROL MANAGER –Jimmy Merritt *(Resume Included)*

Jimmy will be responsible for quality control during the construction phase, ensuring that the building envelope meets all code requirements and that installations are completed in a way that does not jeopardize any warranties. This is a critical aspect of the construction process. **Jimmy's responsibilities include:**

- Training all project team members in Stryker's corporate quality control processes,
- Performs enclosure risk reviews at the design and construction phases
- Facilitates the Building Enclosure Coordination (BEC) meeting with the project team.
- Oversees the punch list and closeout process.
- Jimmy has completed the USACE QA/QC course

ESTIMATING – SHAWN BECKER *(Resume Included)*

Shawn is involved in the pre-construction bidding as well as the design/build process on all of our projects. He, along with the chosen project manager and project engineer, team up to get an accurate scope of work so that it translates into an accurate price for the owner. After an initial site visit much of this collaboration is done via Teams or Zoom meetings and followed up by meeting notes with action items for the entire design and ownership team.

Shawn's responsibilities include:

- Lead the design meetings along with the Project Manager to vet out the needs of the end-user and the scope of work.
- Obtain competitive pricing from subcontractors in the region where the work will be performed.
- Vet out the quality and size of the subcontractors for the specific scope of work.
- Visits the sites for any specific knowledge that could be a part of the final design to enhance or reduce the cost of the project without sacrificing the quality.

PROJECT ENGINEER –

ABIGAIL RECACHO *(Resume Included)*: Abigail is known for her meticulous work and excellent interpersonal skills. She is well-equipped to handle the challenges of managing construction projects in a range of environments.

Our project engineer team assists the Project Managers during the early and later stages of projects. They effectively reduce workload and improve efficiency in regard to RFIs, Submittals, Subcontractor buyouts, and project closeouts.

Project Engineer's responsibilities include:

- Include submittal review
- Coordination of subcontractors and material
- Assisting the superintendent and project manager with organization, quality control, RFIs,
- Change orders
- O&M's and warranty manuals.
- Procurement of all materials and equipment necessary

QUALIFICATIONS- STRYKER LEAD

SELF-PERFORMING TEAM MEMBERS

Stryker & Company has a team of 8-10 skilled carpenters and laborers who are based locally and prioritize quality in their work. They are capable of performing various tasks such as demolition, door and hardware installation, drywall installation, ceiling work, and painting to ensure that the project stays on track. This team has an average of 7 years of experience working with Stryker and functions efficiently as a cohesive unit, prioritizing the needs of both their colleagues and clients.

- **LABORERS:** We have three laborers that help with demolition, assist carpenters and general site cleanup.
- **CARPENTERS:** We have three carpenters who work to install doors and hardware, rough framing, interior trim carpentry, and other finishes.
- **DRYWALL:** We have two team members who can help with small to medium-sized drywall projects. They have a combined 22 years of experience in drywall, texture, and plaster work.
- **MASONRY:** Juan is our go-to for getting small amounts of masonry completed on our projects. He has 17 years of experience working with masonry.



WHO WE ARE

BG+co has been located in Grand Junction, Colorado since 1996, providing 27 years of full range services for public and private sector clients, including master planning, programming, architectural design, interior design, construction administration, project management, code review, building inspection, and sustainable design. **We stay focused in our areas of expertise and offer solutions which fulfill both the functional and aesthetic requirements of each project.**

Approximately 80% of the work BG+co does is for repeat clients. We work hard to earn and keep your trust.

We strive to integrate the latest, modern design solution into the fabric of our Western Slope architecture. As such, we take time to continually educate ourselves about new building technologies and search for opportunities to integrate them into the continued modernization of the Western Slope.

BG+co has received numerous awards including the American Institute of Architects Citation Award for the Colorado Bureau of Investigation, People's Choice Award, Architect of the Year, West Slope Firm of the Year, and multiple U.S. Green Building Council Leadership in Energy and Environmental Design certifications.

BG+co currently have a professional staff of 12, including:

- 5 Licensed Architects
- 1 Licensed Interior Designer
- 1 Licensed Civil Engineer
- 1 LEED Accredited Professional
- 2 International Code Council Certified personnel
- 1 Revit Certified personnel

OUR CORE VALUES

SERVICE WITH INTENTION
ADVANCE AND ENHANCE
PROFESSIONAL, RESPONSIBLE, ENTRUSTED

VALUES

BG+co. values honesty, timeliness and effective budget and schedule management. No other firm in western Colorado can offer you as many experienced personnel with as many specialized credentials and a deep focus on high quality service for our clients. We are team players and accustomed to working in multi-faceted groups with many differing project requirements. We consider our projects a success when we have a satisfied client and a good reference. We think you will be impressed by our ability to provide creative solutions for your needs that are energy efficient, low maintenance, and appropriate to Colorado's climate and available labor and materials with emphasis on your long term needs.

We endeavor to exceed our client's every expectation through providing unequalled service and a personal touch. You will find we will provide servant leadership, service oriented to your integrated healthcare team - you, your project, and its success are extremely important to us and will be our priority!

EXPERIENCE

The team we have assembled has experience with projects similar to this one. We are familiar with the challenges presented by a community project with a large group of stakeholders and we are ready to hit the ground running to your advantage.

Our team has been hand selected to provide you with the most experience, most access, minimize your reimbursable/ travel costs, and to provide you the most value for the fees you spend. We think you will be impressed with the level of commitment this team has to you and your project and the consistent participation you will receive.

STRYKER
& COMPANY, INC.
COMMERCIAL
CONTRACTORS

BG+co.

Architecture
Interior Design
Project Management

BLYTHE GROUP + co.

SCOTT STRYKER
970-964-4434
scott@strykerco.net
688 Spring Creek
Montrose, CO 81403

RESUMES



SCOTT STRYKER

OWNER/QUALITY CONTROL



EXPERIENCE

Founded Stryker & Company 8 years ago
35 years in Industry

Scott Stryker has over 30 years of construction experience and is currently co-owner and President of Stryker & Company, Inc. Scott's commercial experience covers a wide range of projects with private, federal, and municipal clients. Under Scott's direction, his crews have completed simple remodels to complex building stabilizations and LEED-certified construction.

ESTIMATING

Scott is our lead team member for each estimate/bid that Stryker & Company imparts. He is proficient in the design/development stage to 'get a handle' on the key subcontractors and/or suppliers that will help make the project a success. Scott realizes that success is in the planning stages and to be proactive in resolving issues prior to breaking ground.

QUALITY ASSURANCE

Scott is intimately involved, from the initial design meetings through construction to the occupancy of the building or completion of the project. Scott is passionate about ensuring that the highest quality of workmanship is achieved, whether it is a civil engineering project installing deep water lines or a Historical Restoration involving tuckpointing masonry. He has helped to develop a culture that ensures work is done right the first time.

Scott sees that each project, whether in the design phase or construction phase, continues to move forward. He approaches each problem that arises with a solution-oriented mindset.

"In my opinion, we only have one chance to do it right, and we don't take it lightly."

Scott Stryker, President, Stryker & Company, Inc.

EDUCATION/ CERTIFICATIONS

B.S. Business Marketing
Colorado State University

Licensed Contractor - 20121151

REFERENCES

Judy Kittson
Colorado State Engineer,
Retired
Bureau of Land Management
p: 303-239-3921
c: 970-316-1383
jkittson@blm.gov

David Fishing
Owner Stormking Distillery
Montrose Colorado
p: 970-209-8663
david@stormkingdistilling.com

Andrew Michaelson
Space to Create, Artspace
Minneapolis, MN
p: 612-306-1145
andrew.michaelson@artspace.com



JIMMY MERRITT

GENERAL MANAGER/QUALITY CONTROL



EXPERIENCE

22 years in Industry

8 years with Stryker & Company

As General Manager for Stryker and Company, Jimmy brings many diverse years of construction experience to the table. Jimmy has had experience in estimating, on-site supervision, and project management. Jimmy's knowledge of the field and his relationships with the subcontractors helps Stryker & Company perform ahead of schedule without compromising quality and workmanship. Owners and subcontractors enjoy Jimmy's positive, solution-oriented personality and great communication skills. With **quality only being second to complete the job safely**, he has helped to develop a culture that ensures work is done safely and completed to a level we can all be proud of for years to come.

Jimmy is well-versed in the management of multiple project types and clients ranging from the Department of Homeland Security, Department of Interior, Healthcare, and Commercial in the private sector. Taking knowledge and lessons learned from each of these types of projects gives Jimmy the experience to navigate the inherent complexities of the construction process. Jimmy is enrolled in the USACE CQM-C Construction Quality Management course, which will be completed in June of this year. This will enhance his already quality-focused approach to our construction projects.

PROJECT EXPERIENCE

- Montrose Memorial Hospital – ER Remodel – Montrose, CO
- Ridgway Fire Station – Addition and Remodel – Ridgway, CO
- City of Montrose Dispatch Center – Building Remodel – Montrose, CO
- Mental Health Crisis Center – Building Remodel – Montrose, CO
- Crawford Town Hall – Historical Renovation – Crawford, CO
- Montrose Memorial Hospital Executive Offices Remodel
- River Valley Family Health Center–Multiple Remodels/New Medical Clinic–Montrose, CO
- Colorow Care Center –Additions and Remodel – Olathe, CO
- Cedar Point Health – Primary Care Clinic Remodel – Montrose, CO

EDUCATION/ CERTIFICATIONS

30 Hour OSHA

CPR-First Aid

ASHE Health Care Construction Certified

Competent Person for Confined Space

Competent Person for Trench Safety

Certified CDOT

USACE CQM-C Construction Quality Management (June 2023)

REFERENCES

Ed Hagins
Chief Operations Officer
Center for Mental Health
2130 East Main St.
Montrose, CO 81401

Tad Rowan
Fire Chief
Montrose Fire Protection District
441 S. Uncompahgre Ave.
Montrose, CO 81401

Leanne Tobin
Community Engagement
Director
Montrose Memorial Hospital
800 S. 3rd St.
Montrose, CO 81401

George Baier
Director of Plant and Engineering
Delta County Memorial Hospital
1501 E. 3rd St.
Delta, CO 81416



BRIAN KAIL

SENIOR SUPERINTENDENT



EXPERIENCE

5 years with Stryker & Company
36 years in Industry

As a senior project superintendent with Stryker and Company, Brian brings more than 35 years of experience in commercial and industrial construction. Brian's expertise ranges from simple to complex multi-million-dollar projects gives him the ability to troubleshoot problems in the field. His relationship with the subcontractors gets the corrections completed quickly to keep his projects on schedule. Some of his responsibilities include providing oversight on-site for daily scheduling and other site requirements, including production tracking and ensuring that on-site trades follow the proper safety and quality standards of site cleanliness. He identifies deadlines for each on-site trade and assesses the work activity to meet the intended time frames for cost efficiency, and assesses the quality level of work for all production trades daily

PROJECT EXPERIENCE

- Ridgway Artspace | Ridgway, CO
- BLM Fire Station | Montrose, CO
- Dunkin' Donuts | Montrose, CO
- High Mesa Spirits Distillery | Montrose, CO
- Fort Lewis College – Sitter Family Hall | Durango, CO
- Piedra Vista High School | Farmington, NM
- Naaba Ani Elementary School | Bloomfield, NM
- Tibet's Jr. High School | Farmington, NM
- City of Farmington *Municipal Operations Center* | Farmington, NM

EDUCATION/ CERTIFICATIONS

CPR and First Aid

10 Hour OSHA

UBC Industrial Truck
Operator

MSDS Certification

REFERENCES

Keenan McKee
Owner
Keenan's Plumbing and
Heating
970-249-3284

David Fishing
Owner Stormking Distillery
Montrose Colorado
p: 970-209-8663
David@stormkingdistilling.com

Allison Miller SEH
AIA, NCARB
Architect (CO, UT, NM)
(970) 459-9017



LEONARDO C PEREZ

PROJECT MANAGER



EXPERIENCE

3 years with Stryker & Company
10 years in Industry

As a project manager for Stryker and Company, Leo brings 9 years of construction experience, starting as a material testing technician for an engineering firm, a project engineer for a civil contractor, and currently managing projects for a commercial contractor. Additionally, Leo has construction planning and management know-how by obtaining a bachelor's degree in construction management. While working for Buckhorn Engineering, some of the projects he inspected included CDOT bridge replacements, airports' apron expansions, micropile observations, and performing lab tests, and with that, Leo brings a deep understanding of quality control and communicating expectations. While working for the civil contractor, most projects were government-funded, Leo was able to understand the documentation and submittal requirements to comply with the identities, i.e., for FHWA, BLM, and CDOT. Currently, as a project manager, Leo has managed remodels of buildings that are occupied during construction and has worked on new construction and understand the importance of collaborating with design teams, subcontractors, and project team to complete the project.

PROJECT EXPERIENCE

- R10 Office Addition & Remodel | Montrose, CO
- R10 Olathe Incubator & Rise | Olathe, CO
- TMV Maintenance Building Renovation | Mountain Village, CO
- Montrose County Annex Remodel | Montrose, CO
- NPS Pine Creek | Gunnison, CO
- Ridgway Artspace | Ridgway, CO
- Montrose Rotatory Amphitheater | Montrose, CO
- Delta County Assessors Office Remodel | Delta, CO
- BLM Pompey Pillar Amphitheater | Pompey Pillar, MT
- BLM Maintenance Shop | Montrose, CO
- Delta Hospital Pharmacy Remodel | Delta, CO
- BLM Fire Station | Montrose, CO
- Holly Park Renovation | Montrose, CO

EDUCATION/ CERTIFICATIONS

Bachelor's Degree in
Construction Management

30 Hour OSHA

ACI Field Testing Technician

CDOT TECS and TCS Cert

REFERENCES

Michelle Haynes
R10 Executive Director
(970) 765-3122

Finn Kjome
Mountain Village
Public Works Director
(970) 729-3441

Jim Scheid
City of Montrose
Public Works Manager
(970) 240-1481

Scott Murphy, PE
City of Montrose Engineer
(970) 901-1792

Dan Quigley, PE
Buckhorn Eng
(970) 596-4923



SHAWN BECKER

ESTIMATING & PROJECT MANAGEMENT



EXPERIENCE

4 years with Stryker & Company

39 years in Industry

Shawn Becker brings a diversified construction background to the Stryker & Company team with over 30 years of combined experience in high-end commercial and residential construction, specializing in design-build, including industrial construction, subdivisions, and city parks. Shawn is a seasoned project manager, field superintendent, and estimator. He has hands-on experience in the trades, giving him a high level of understanding of the trades and the construction process. Shawn has an excellent sense of communication with everyone involved in the construction process, especially the owners. He maintains a high level of professionalism and outstanding work ethic with job management skills and integrity that is well received by his peers. Shawn truly enjoys the challenges and accomplishments of each project.

PROJECT EXPERIENCE

- Lawson Hill Building "B" & "C" – New Construction- Telluride CO
- WAPA-Island Lakes Communication BLDG- New Const- Grand Mesa CO
- Colona Grange – Historical Restoration – Colona CO
- Lawson Hill Park & Ride – New Construction -Telluride CO
- Delta Memorial Hospital – TI/Remodel/Renovations – Delta CO
- Montrose Potato Growers – Historical Restoration – Montrose CO
- Montrose Hospital – Remodels/Renovations – Montrose CO
- Alpine Bank South -New Construction & Addition-Montrose CO
- Alpine Bank – New Construction - Delta CO
- Spotlight the Salon – Design Build Remodel – Delta CO
- Delta Memorial Hospital – Remodel Design Build – Delta CO
- Home Loan State Bank – Design Build New Construction – Grand Junction CO
- Colorado Public Defender Offices – TI/Remodels – Montrose/Grand Junction CO
- GJ Scores – Design Build - Grand Junction CO
- Delta County Courthouse – Remodels/Renovations – Delta CO
- Kessler Canyon Resort – -New Construction Design Build-De Beque CO
- Orchard City Mini Mall – New Construction – Grand Junction CO
- Redlands Water & Power Office – New Construction – Grand Junction CO
- Grand Junction Pipe Production Facility–Design Build – Grand Junction CO
- Pantuso's Restaurant-Design Build New Construction – Grand Junction CO
- Canyon View Park Tennis Courts & Restroom-New const -Grand Junction CO
- Long Family Memorial Park Ball Fields & Skate Park-New Const- Grand Junction CO

EDUCATION/ CERTIFICATIONS

30 Hour OSHA

CPR-First Aid

Forklift Operator Certification

Competent Person for Trench Safety

Roofing Certifications

5 Star Energy Program

REFERENCES

Greg Motz
Sun King Const
Management
Owner
970-640-3305

Craig Springer
Home Loan State Bank
President/CEO
970-254-0844

Don Suppes
Delta County Commissioner
Owner Suppes Heat/Cooling
970-234-3843



ABIGAIL RECACHO

PROJECT ENGINEER



EXPERIENCE

12 years in Design & Construction
(Petrochemical / Oil & Gas Industry)
4 years in the Academe
2 years with Stryker & Company

As a Project Engineer with Stryker & Company, Abigail assists the project manager and superintendent on project submittals, RFIs, change orders, and other construction processes. She will also help with the procurement of materials and equipment. She is adept in Procure and its operations and thrives in our process and systems approach to construction.

The 12 years of her work on engineering complex Petrochemical processing plants have enabled her to step in with ease on 'traditional' construction. Her previous experience in different international projects and her dedication at work, interpersonal skills, and attention to detail make her the perfect addition to the Stryker Team.

PROJECT EXPERIENCE

- Town of Mountain Village Shop Addition/Remodel, Telluride, CO
- Montrose County Justice Center Annex, Montrose, CO
- Region 10 Olathe Incubator, Montrose, CO
- Region 10 Office Addition/Remodel, Montrose, CO
- Velocity Car Wash North, Montrose, CO
- One Stop Shop Convenience Store, Montrose, CO
- BPC Lemongrass Menthol Project (BASF Petronas), Thailand
- SANTOS Train 2 GLNG Gas Supply FEED Project, Australia
- DOW EDC Mitsui Project, Freeport, TX
- SKIKDA Refinery Rehabilitation & Adaptation Project SONATRACH, Skikda, Algeria
- ARAMCO Ras Tanura DHT (Diesel-Hydrotreater) Project, Jubail, Saudi Arabia
- Deep Conversion Refinery Puerto La Cruz Project (PDVSA), Puerto La Cruz, Venezuela
- Petron MSF Project (Petron Corporation), Bataan, Philippines
- Coral Bay Nickel HPP-2 Project Coral Bay Nickel Corporation, Palawan, Philippines
- M.W. Kellogs - Dung Quat Refinery Project PetroVietnam, Dung Quat, Vietnam

EDUCATION/ CERTIFICATIONS

Master of Science in
Mechanical Engineering –
(30 units earned) University
of the Philippines - Diliman

Bachelor of Science in
Mechanical Engineering –
Bulacan State University

Licensed Mechanical
Engineer in the Philippines,
(License No. 0065691) –
October 2005

REFERENCES

Wayne Hawk
Vice President/ Owner
San Juan Construction
Montrose, Colorado
(970) 497-8200

Renie Dela Cruz
Project Manager
Hawk Contracting Group LLC
Montrose, Colorado
(970) 901-5570

Adrian Corral
Senior Program Manager
Hitachi Sullair LLC
Michigan City, Indiana
(219) 229-4463

PETER ICENOGLU, AIA

BG+co. | President, Director of Architecture

PROJECT ROLE: Project Principal, Architect of Record



Peter has a practical background with a diverse array of projects and delivery methods. This background encompasses all phases of the design process from Conceptual Planning through Construction Administration and Project Closeout. While a talented designer, his greatest strengths are in the areas of practical, ‘nuts-and-bolts’ detailing and design. This leads to well detailed project documents which provide for long-lasting and low maintenance facilities. Peter also has experience with in-house quality control review for drawings and specifications, providing for more coordinated sets of Construction Documents.

As your main point of contact, Peter will be the project Principal, Project Manager as well as the Architect of Record.

23 years of experience in project management, architectural design and facility planning.

Professional Architect

registered in the state of CO

License: ARC.00402084

EXPERIENCE

Grand Junction, CO

- Mesa County Courthouse Renovations
- Grand Junction Airport Flooring and Rental Car Counter Replacement
- GJ High School Replacement
- Orchard Mesa Middle School
- Grand Junction Public Safety Complex
- Grand Junction PD Annex Building Programming
- Fire Administration Add/ Reno
- Fire Station #1 Add/ Reno
- Fire Station #2 Add/ Reno
- Mesa County Detention Center and Healthcare Expansion

Montrose, CO

- Montrose Public Safety Complex
- Montrose City Hall Renovations
- Montrose City Council Chambers and Visitor Center Renovation
- Montrose City Hall Space Assessment
- Columbine Middle School

Crested Butte, CO

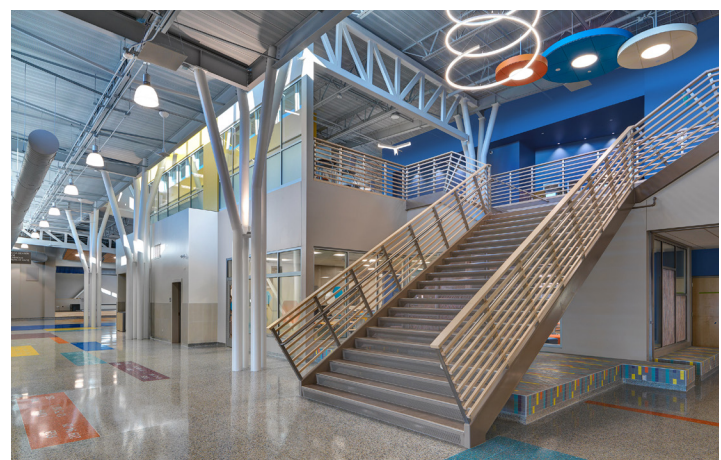
- Crested Butte Community School

Gunnison, CO

- Gunnison Public Works Building
- Gunnison County Sheriff's Office and Detention Center



New Grand Junction High School



Orchard Mesa Middle School

PROFESSIONAL HIGHLIGHTS

Education

B.S. Architectural Studies with High Honors, University of Illinois

Professional Affiliations

American Institute of Architects

BURKE MARTIN

BG+co. | Code Consultant, BIM Manager

PROJECT ROLE: Code Review Professional



Burke has been a Building Plans examiner and Commercial Building Inspector since 2011 as well as a Certified Third Party Public School Inspector for the Colorado Department of Public Safety Division of Fire Prevention and Control. Having been in the design and construction industry since 1990 as a designer, licensed contractor, director of facility maintenance, Owners Representative, building plans examiner, and commercial building inspector he has a deep knowledge a building projects and their life cycle.

As BG+co.'s BIM Manager, his proficiency in Revit software is unparalleled. Burke continues to be on the cutting edge of this software as he helps to move the Western Slope forward to more integrated design document delivery.

34 years of experience in construction, architectural design, and building inspection.

Professional Architect

registered in the state of CO

License: ARC.00406831

EXPERIENCE

Grand Junction, CO

- Mesa County Detention Center and Healthcare Expansion
- Independence Academy Phase 1&2
- Grand Junction High School
- Orchard Mesa Middle School
- Summit/ R-5 School Complex
- Plan Review and Inspections:
 - Clifton Library
- Colorado Mesa University Plan Review and Inspections:
 - Moss Performing Arts
 - Kinesiology Building
 - Baseball Stadium
 - St. Mary's Medical Education Center
 - + miscellaneous Renovations

Montrose, CO

- Montrose Public Safety Complex
- Columbine Middle School
- Montrose County School District RE-1J Renovations

Colorado

- Salida High School, Salida, CO
- Dolores School District Add/ Renovation, Dolores, CO
- Rifle High School Add/ Renovation, Rifle, CO
- Building Inspections at CNCC, Rangley, CO



Orchard Mesa Middle School



Salida high School

PROFESSIONAL HIGHLIGHTS

Education

Architectural Design & Drafting, Phoenix Institute of Technology

Registration & Licensing

ICC Plans Examiner and Commercial Building Inspector #8101062
CO Certified Third Party Public School Inspector (Fire Prevention and Control)

Professional Affiliations

Revit Certified Professional
International Code Conference

STRYKER
& COMPANY, INC.
COMMERCIAL
CONTRACTORS

BG+co.

Architecture
Interior Design
Project Management

BLYTHE GROUP + co.

SCOTT STRYKER
970-964-4434
scott@strykerco.net
688 Spring Creek
Montrose, CO 81403

REFERENCES

DELTA COUNTY

Project: DELTA COUNTY HEALTH SERVICES
completed 2020

Contact Person: Don Suppes
County Commissioner
dsupes@deltacounty.com
(970) 234-3843

Length of
business relationship: Since August 2020

Design Reference: Tom Chamberlain
(970) 209-7995

Project Description/background:

The construction of the Delta Health & Human Services complex was done in a Design/Build Construction method. The owner had a very tight budget to stick to and wanted a no 'frills' building. We are proud of the way this project developed both interior and exterior are constructed with timeless materials and systems that have low energy bills and maintenance needs. One unique aspect of this job was using Delta Counties' gravel resources to help reduce the cost of the foundation. The soil report required 6' of structural fill, and we were able to team with the Road and Bridge Department to deliver the material in a timely fashion so that the County's own gravel could be used, ultimately saving the taxpayer.

We are most proud of the fact that there was only \$11,809.00 in change orders; for the numbers person, that's .004%.

ALPINE BANK

Project: ALPINE BANK MONTROSE- ADDITION/RENOVATION OF OCCUPIED BANK
completed 2020

Contact Person: Tyler Dahl
Bank President
tylerdahl@alpinebank.com
(970) 254-2736

Length of
business relationship: Since August 2017

Design Reference: Eric Tschertter, Chamberlin Architects
(970) 242-6804
etscherter@chamberlinarchitects.com

Project Description/background:

The Alpine Bank Addition and Remodel was a CM/GC project. Stryker and Company worked with the Chamberlin Architects to flush out the final design. In this process, Stryker and its estimating team were able to present ideas that saved the owner over \$150,000 in costs from the Architects' original design intent. In the end, we believe and are confident the owner feels that our ideas didn't take away from the signature 'Alpine bank' look. The 2350-square-foot facility contained six mortgage offices, a conference room, an employee break room, and two restrooms. We had to add additional parking and revise the landscaping. In most instances, the addition will look like an 'addition,' but we feel the new portion looks like it was part of the original construction. Major challenges on the project were faced primarily in the civil scopes of work. **Driving piles up next to the existing building was a concern at first, but we were able to schedule this loud and 'invasive' work on the weekend, therefore not disrupting the bank's normal operations.** This target date was achieved through good communication, on-site coordination, and weekly meetings with the owner and design team.

ARTSPACE

Project: RIDGWAY ART SPACE TO CREATE
completed 2022

Contact Person: Andrew Michaelson, Artspace
Real Estate Development
Andrew.michaelson@artspace.org
(612) 306-1145

Length of
business relationship: Since July 2018

Design Reference: Andrew Woodhouse (HHL Architects)
(716) 885-073
awoodhouse@hhlarchitects.com

Project Description/background:

The developers at Artspace brought Stryker & Company and its team in 16 months prior to the groundbreaking to help with cost modeling and value engineering. The Architect design team is based out of New York, and the Developer is based out of Minneapolis. We were able to be the local contractor with 'boots on the ground,' having worked in the Town of Ridgway in the past at the Ridgway Fire Station. We worked diligently and had to be creative in value engineering the original plans to make it possible for this project to come to fruition. In addition, we hired Blythe Design out of Grand Junction to help with coordination drawings. This extra time upfront has proven to have paid off. We were able to find conflicts in the MEP drawings related to structural drawings and have avoided lost time and extra expense. In addition, our weekly meetings with the Design and Ownership team have kept the project on schedule.

BLUE CORN BEESWAX

Project: BLUE CORN BEESWAX MANUFACTURING SPACE/RETAIL SPACE
completed 2021

Contact Person: Jon Kornbluh
Owner
jon@beeswaxcandles.com
(970) 708-2402

Length of
business relationship: Since February 2021

Design Reference: Tyrel Sullivan (Sullivan Construction)
tyrel.sullivan@gmail.com
(970) 209-3502

Project Description/background:

This project involved gutting the former Ashley Furniture store and converting the interior into a manufacturing space, retail space as well as office administrative space. We were tasked with removing a structural wall and installing a beam to get better flow and work efficiency. This was a very aggressive schedule to get the owner in on their desired date, and we were able to work with the local building official as well as the local fire official and pulled off a 15,000 sq ft gut and renovation project in 60 days to be able to get them a Temporary Certificate of Occupancy (TCO) and they are in their warehouse working. The owner has chosen to update this building by adding a new fresh storefront and façade to the structure. We are currently waiting on storefront systems as well as the specialized metal façade due to the current backed-up supply chain.

CITY OF MONTROSE

Project: MONTROSE CITY HALL

Space Assessment of old City Hall completed 2021
Relocation and Renovation - interior renovation completed 2023

Contact Person: Jim Scheid
Public Works Manager
jscheid@cityofmontrose.org
970-240-1481

Length of
business relationship: Since August 2020

SPACE/ FACILITIES ASSESSMENT OF OLD CITY HALL

Architect: BG+co.
Structural: JVA Consulting Engineers
MEP: Bighorn Consulting Engineers, Inc.
Cost estimating/
pre-construction: Stryker & Company, Inc.

Project Description/background:

The City of Montrose City Hall staff maximized the use of their original City Hall built in 1926 and knew that maintenance projects were necessary - the design team provided a facility and space planning assessment to assist the City in making budgetary decisions regarding the level of renovation feasible for the City Hall.

RENOVATION OF NEW CITY HALL

Architect: BG+co.
Structural: Black Canyon Engineers
MEP: Bighorn Consulting Engineers, Inc.
General contractor: FCI Constructors, Inc.

Project Description/background:

Based on the previous facility and space planning assessment, the City chose to purchase an existing bank building as their City Hall in downtown Montrose. Interior renovations were done to the first and second floors to provide adequate customer service, office, meeting, and breakroom space for the growing City Hall staff.

MESA COUNTY VALLEY SCHOOL DISTRICT 51

Project: GRAND JUNCTION HIGH SCHOOL
in construction, est. completion July 2024

Contact Person: Clint Garcia
Chief Operations Officer
clint.garcia@d51schools.org
970-254-5105

Length of business relationship: Since July 2022, ongoing relationship with District 51 since the inception of Blythe Group in 1996

Architect: BG+co.
Design Architect: DLR Group
Civil: Austin Civil Group
Landscape: Nvision Design Studio, Inc.
Structural: Lindauer-Dunn, Inc.
MEP: Bighorn Consulting Engineers, Inc.
General contractor: FCI Constructors, Inc.

Project Description/background:

The proposed design for GJHS (Grand Junction High School) encompasses approximately 251,000 gross square feet. By incorporating three-story academies, the school achieves a consolidation of its footprint, optimizing space utilization. In addition, two-story volumes are dedicated to Athletics and a Performing Arts Center. With a student enrollment capacity of 1,600, the school's design ensures a well-equipped and accommodating environment for all students.

The building is designed to promote connection and transparency throughout the facility. Additional design focus addressed the need to create a "safe school and campus", with a limited number of secured entries into the building and the ability to create security zones within the building for student safety."

MESA COUNTY

Project: MESA COUNTY COURTHOUSE

completed 2021

Contact Person: Dan Adams
Senior Project Manager
dan.adams@mesacounty.us
970-986-7864

Length of business relationship: BG+co. has worked with Mesa County since the inception of our business (1996)

Project Description/background:

BG+co. (formally Blythe Group + company) was the Architect of Record for the original Mesa County Justice Center in 2001. The building was designed to anticipate additional courtrooms and growth - recent courtroom projects have been done by BG+co. to facilitate this growth as Mesa County reorganizes their people through strategic master plans.

STRYKER
& COMPANY, INC.
COMMERCIAL
CONTRACTORS

BG+co.

Architecture
Interior Design
Project Management

BLYTHE GROUP + co.

SCOTT STRYKER
970-964-4434
scott@strykerco.net
688 Spring Creek
Montrose, CO 81403

PROJECT APPROACH

PROJECT APPROACH

The following is our philosophy for managing each phase of the project. This method has proved to be the most proactive way of making the process as smooth and seamless as possible. Construction inherently is a process of solving problems. We approach every construction project with the same key objectives:

- Staffing the project with the right people to complete the job on time and within budget
- Ensure complete team buy-in by vetting expectations and goals
- Appropriate subcontractor selection is the key to a successful project

As the General Contractor, we would break this process down into three distinct phases:

1. Pre-Construction and Budgeting
2. Construction
3. Closeout

1. COMMUNICATION PLAN

Stryker & Company has three keys to success, Communication, Communication, Communication! Effective communication is vital to the successful completion of any construction project. From the initial design meeting to three years from now, when you need help **connecting** with a subcontractor for warranty work, as we think you probably already know, communication is one of Stryker & Company's best features. We pride ourselves in our open communication teaming with the design team, making the customer an integral part of the project. During these meetings, we will be asking the ownership team about the various building methods, materials, and systems to weigh their desires against the budget so that we continue to get the ownership buy-in during the whole process. It's truly a team effort to meet your desired budget.

Separately the design lead, **BG+co.**, will have a meeting with their whole design consultant team (Structural, MEP, etc.) to go over design-specific details to relay important items and to really dive into the details to create the Construction drawings.

During the construction phase, we hold a weekly Owner, Architect/ Contractor (OAC) meeting with the whole team. We effectively use our project management software, Procore, as a connection hub throughout the construction process. Our subcontractors are required to use and integrate their communication through this 'hub,' making it a **one-stop** shop for memorializing the project.

2. COMMUNICATION METHODS

DESIGN MEETINGS

At the appropriate times, we will have regular meetings with the owner and design team. During these meetings, Stryker and BG+co. typically discuss "design items," the schedule, budget, etc. Seek owner approval at SD, DD, and CD levels after owner review of construction documents. We will engage with everyone who attends these meetings for several reasons. We believe everyone has something to offer to make the project better. No matter whether you are an end user who will be in the facility or a Council person who is looking 50 years down the road, or a City Manager who needs to make sure it meets the budget. We try to get everyone to weigh in on the project's direction. Together as a team, we arrive at the best solution that meets your budget.

Below are important items to be included during the pre-construction phase:

Key subcontractor participation (HVAC, demolition, and electrical)

PROJECT APPROACH

- Detailed budget/estimate production, updates, & value engineering
- Cost analysis and comparison of alternate building systems
- Milestone schedule development
- Work sequence development and contingency planning
- Site logistics planning and staging
- Site-Specific Plan Development
- Building permit coordination
- Coordination with any Owner's contractors or vendors

3. RECORDS, REPORTS, MONITORING SYSTEMS, & MANAGEMENT SYSTEMS

PROJECT MANAGEMENT SOFTWARE

Procore is our chosen software that we would use for managing submittals, change orders, pay applications, and communication throughout the project. Procore uses a database to upload and download PDF documents according to content and use. Approvals, Change Orders, Submittals, RFIs, RFPs, schedules, etc., can be approved, reviewed, or rejected within our Procore system. **The owners and their representative have their own login and can view the project just as we do.**



SUBMITTALS

The key to the success of this process is a collaborative effort between the Owner, the design team, and Stryker & Company. We will be working collaboratively to make sure submittals are approved efficiently. The submittal process is ongoing, with detailed logs memorializing the status of each component to be installed. A comprehensive submittal process has proven valuable in ensuring the proper materials and systems are installed correctly.

DAILY REPORTS

Each day the Site Superintendent will complete a daily report highlighting the important conversations and decisions made on site. These daily reports also document the subcontractors, our employees, and any visitors (owners, inspectors) that were on site. These are valuable to have for reference to conversations had on-site. We also take daily photos; this is essential to memorialize our daily work and maintain quality.

4. DISTRIBUTION OF DESIGN AND CONSTRUCTION DOCUMENTS

As stated above, Procore is our 'go-to' software for all things related to the construction and communication of this project. We will distribute the plans and specs at the various stages of budgeting (SD, DD, and CD) through this system.

All questions and RFI's from subcontractors will come through this software to be logged and tagged for the appropriate entity to respond in a timely manner.

In addition, to this, we also belong to Western Colorado Contractors Association and will advertise and can distribute through this venue and reach further out to specialty contractors if that is needed. Elevators, sophisticated roofing contractors, and specialty finish contractors can be reached through this association.

5. PLAN AND SCHEDULE ON-TIME DELIVERY

Microsoft Project is our preferred scheduling program. At the weekly OAC meeting, the schedule will be shared with the owners and their representatives. We will address the status of the work and any updates on the project's progress. Another great feature of Procore, our project management software, is the ability of the owner's team to log into the project at any time. This allows for real-time access to the schedule, keeping you apprised of any changes or updates.



DESIGN PHASE SCHEDULE

We have included a critical path design schedule within this proposal for your review. This schedule highlights the important milestones related to getting the owner from where the project is today through to 50% DDs. This schedule also reflects the sequence of design all the way to construction drawings or CDs, should the owner decide to continue with phase II.

CONSTRUCTION PHASE SCHEDULE

During construction, we will address the status of the work and any updates on the project's progress. At each weekly OAC meeting, a 3-4 week look ahead is presented and updated with the latest information. The more extensive Critical Path schedule will be updated monthly. We will provide a critical path construction schedule with our 50% DD GMP pricing exercise.

6. DEVELOPING BID PACKAGES & THE GMP PROPOSALS

DEVELOPING BID PACKAGES

1. Comprehensive Project Analysis: Before developing bid packages, we conduct a thorough analysis of the project, including reviewing architectural plans, engineering designs, and specifications. This analysis helps us gain a deep understanding of the project's scope, requirements, and constraints.

PROJECT APPROACH

2. **Precise Scope Definition:** We work closely with the City's representatives and the design team to ensure a clear and accurate definition of the project's scope. This collaborative approach helps minimize misunderstandings and change orders, resulting in cost savings and efficient project execution.
3. **Subcontractor Prequalification:** We have an extensive network of subcontractors with proven track records. We prequalify subcontractors based on their expertise, experience, financial stability, and safety records. This rigorous process allows us to assemble a reliable and capable team for each bid package.
4. **Value Engineering:** Our experienced team constantly seeks opportunities to optimize project costs without compromising quality or functionality. We employ value engineering techniques to identify alternatives, reduce expenses, and enhance the City's return on investment.
5. **Competitive Bidding Process:** We leverage our relationships with subcontractors to obtain competitive bids for each trade package. Our transparent bidding process ensures fair pricing, fosters healthy competition among subcontractors, and provides the City with the best value for their investment. We are a member of the Western Colorado Contractors Association (WCCA) and will advertise publicly as well as in the local paper to make sure all regional and local subcontractor professionals are aware of this unique project.

ADVANTAGES FOR THE CITY OF DELTA

1. **Cost Savings:** Our rigorous bid package development process and value engineering initiatives enable us to identify cost-saving opportunities without compromising quality or schedule. This translates into significant cost savings for the City.
2. **Budget Certainty:** Our GMP proposals provide the City with a clear and accurate understanding of project costs from the outset. By minimizing the risk of cost overruns, we help the City maintain budget certainty and financial stability.
3. **High-Quality Results:** Our meticulous approach to bid package development, combined with our focus on collaboration and quality control, ensures that the City receives a construction project that meets or exceeds expectations.
4. **Efficient Project Execution:** By involving key stakeholders early in the process and fostering a collaborative environment, we streamline project execution, reduce delays, and enhance overall project efficiency.

We are confident that our approach to developing bid packages and GMP proposals will deliver numerous advantages to the City.

7. COST CONTROL SYSTEM/ SUSTAINABLE DESIGN

ENSURING GMP COMPLIANCE:

To ensure that the executed GMP proposals align with the City's budget, we implement the following measures:

1. **Detailed Cost Estimation:** Before finalizing the GMP proposal, we conduct a comprehensive cost analysis, cross-referencing the detailed estimates with the budget plan. We also use information from past projects to compare the cost to this project. This analysis enables us to identify potential discrepancies and make necessary adjustments to ensure alignment with the City's budget.
2. **Value Engineering:** Our experienced team employs value engineering techniques to optimize project costs without compromising quality or functionality. By exploring alternatives and evaluating different approaches, we identify ways to achieve cost efficiencies while meeting project requirements. *More information on our value engineering philosophy can be found below in section 9.*
3. **Proactive Risk Mitigation:** We identify potential risks and challenges impacting project costs. Through proactive risk management strategies, such as contingency planning and diligent monitoring, we mitigate risks and minimize the possibility of budget overruns.
4. **Transparent Communication:** We maintain open and transparent communication channels with the City's representatives throughout the project. Regular progress reports and bid updates keep all parties informed about the project's financial status, ensuring proactive decision-making to remain within the established budget.
5. **Cost-Effective Procurement:** We have established relationships with reliable suppliers and subcontractors, allowing us to procure materials and services at competitive prices. This strategic approach helps us control costs while maintaining quality standards.
6. **Prior to the release of DDs, we meet with the local Building and Fire Authority to ensure that we are headed in the right direction and will not encounter any show-stopping requirements.**

SUSTAINABLE DESIGN:

Sustainable construction on this project will entail making sure we take every opportunity to maximize the owner's funds when it comes to the materials and systems we install. This will include using LED lighting throughout the building and adding insulation to the exterior walls and roof when it is appropriate. We will recycle the demolished materials when possible to the local recycler, thereby minimizing the amount that would go to the landfill. One of the major components to install when the budget allows will be to use as highly efficient HVAC system that the budget can afford. All of this will lead the project to a more sustainable building with the intent to reduce the lifecycle cost after we have left. Our goal is to reduce the maintenance that is required for this structure and do this to its maximum potential with the budget.

8. QUALITY ASSURANCE PROGRAM

Our firm's quality assurance program is designed to ensure that all projects meet the highest quality standards and adhere to industry best practices. Our protocols and procedures are implemented throughout the pre-construction and construction phases to maintain quality control.

During the pre-construction phase, we conduct assessments to identify potential risks and develop comprehensive plans to mitigate them. This includes a thorough review of design documents, material specifications, and construction methodologies. We engage in detailed coordination with architects, engineers, and subcontractors to ensure alignment and clarity regarding project requirements. Our submittal review and approval process is a key way to limit mistakes in the field.

In the construction phase, our firm maintains quality control through several key measures. We implement strict monitoring and inspection procedures to verify that work is performed according to approved plans and specifications. This includes regular site visits by our experienced quality control team, who conduct inspections and address any deviations from the established standards. Following are several ways in which we maintain quality control on-site during construction.



1. **Material Testing:** We conducted extensive testing of construction materials such as concrete, steel, and plumbing fixtures to ensure compliance with industry standards—this involved testing for strength, durability, and compatibility with project requirements.
2. **Inspections:** Our quality control team will perform regular inspections during critical construction phases, including foundation work, structural framing, and mechanical system installations. This ensured the work was carried out accurately and according to the project specifications.
3. **Documentation:** We maintained detailed documentation throughout the project, including daily reports, progress photos, and checklists. This documentation served as a reference for monitoring the quality of work and resolving any issues promptly. We also keep a stand-alone set of ‘As-Builts’ in the job office so that these can be memorialized electronically for the owner’s future reference.
4. **Subcontractor Management:** We closely coordinated with subcontractors, conducting regular meetings to communicate expectations, provide clarifications, and address any concerns. This proactive approach helped ensure that subcontractors adhere to our quality standards.

Four of Stryker and Company Leadership team members are certified through the USACE CQM-C Construction Quality Management program.

Our past work is our best representation of the type of work we do. Our in-house crew of Carpenters and laborers proudly work and strive for the ‘Stryker’ level of quality each day. We’re confident our past clients would attest to this commitment. **In short, quality is about working with people who care about what they do daily.**

PROJECT APPROACH

One specific project where our quality assurance techniques were implemented successfully was at the Gunnison Recreation Center Zamboni Building in 2020. In the process of testing concrete on-site during a slab pour, we were told that the concrete in the next mixer truck had ‘too much air’; our superintendent reviewed the specifications and came up with a plan to ‘head off’ the concrete and break the pour into two sections. We were able to reject the truck with concrete that was out of compliance and got the concrete that was within spec down on the ground, and planned for a second pour the next day. Rejecting a mixer truck full of out-of-spec concrete is far cheaper than the alternative. **Our name is built on quality construction, and we don’t risk our reputation to cut corners.**

9. VALUE ENGINEERING

As a commercial contractor in Montrose, cost control and value engineering are in Stryker & Company’s DNA. Our estimating team has a combined 40+ years of experience in commercial construction estimating. Stryker’s primary clientele has always been municipalities or not-for-profit organizations. Cost control/value engineering is a part of almost every one of our projects. We will not necessarily suggest changes of material or systems on this project, but we may offer pricing alternatives to what the ‘base’ requires. Cost control/value engineering on your project will look more like ‘price option A vs. B’ to compare the value of each to the project. As stated before, having a thorough understanding of your programming needs and level of finishes, we will incorporate cost control/value engineering options into the construction drawings when appropriate.

Whether working with tax-payer dollars or reporting to a board of directors, **our construction and design team keeps cost efficiencies and the best long-term value at the forefront of our project approach.** Our goal is to get the best value **before** we break ground.

It all starts on the design side, and we can tell you that as a contractor whose primary work is for Municipalities just like yours, we have to ‘VE’ on almost every one of our projects. We typically will have some options for cost reduction and can look into detailing project alternates in the bid phase. In most instances, we can provide a ‘menu’ of sorts to make decisions based on budget availability.

10. LOCAL... IT’S WHO WE ARE. ADVANTAGES OF BEING A LOCAL CONTRACTOR

As a ‘local’ contractor located in Montrose County, we bring several distinct advantages to the Delta Shelter Project that go beyond geographic proximity. While the City does not require a respondent to have an office in Delta County, we believe that our vast work in this City gives us a unique understanding of the community, its values, and the specific needs of this project. This understanding enables us to provide comprehensive support to the project from the earliest planning stages through the completion of the warranty period and beyond. To ensure that the City of Delta receives thorough support, our prime Respondent and each member of our project team will employ the following procedures:

1. Extensive Local Network: Our team has deep-rooted connections within the City of Delta and the surrounding region. This network allows us to source high-quality materials, secure competitive pricing, and mobilize a reliable



PROJECT APPROACH

workforce. We will leverage these relationships to ensure the project receives the necessary support and resources.

2. **Proactive Communication:** We recognize the importance of effective and regular communication to the success of any construction project. Our team will establish clear lines of communication with the City, project stakeholders, and all relevant parties. We will provide regular progress updates, address any concerns promptly, and maintain open channels for feedback and collaboration. Our near local presence facilitates face-to-face meetings, enabling efficient communication and immediate response to project needs that are sure to come up on a project as unique as this one.
3. **Local Workforce:** We are committed to prioritizing local hiring to promote economic growth and provide job opportunities for community members. By employing local workers, we ensure a solid commitment to the project, as they have a vested interest in delivering high-quality results and upholding our reputation within the community. **It should be known that of the 27 team members at Stryker and Company near ½ live in Delta County!**
4. **Community Engagement:** We understand that the success of the Delta Shelter goes beyond construction. Our team is dedicated to actively engaging with the local community throughout the project's lifecycle. We will participate in community meetings, provide project updates, and address any concerns or feedback from residents and stakeholders. Our commitment to community engagement ensures that the project aligns with the City's vision and maintains a positive relationship with its residents.

By choosing our construction team, you can benefit from our understanding of the community, extensive local network, proactive communication, skilled local workforce, community engagement, and comprehensive warranty support. We are confident in our ability to support the Delta Shelter Project and foster its long-term positive impact on the City. **Stryker & Company have a reputation for honoring the local tax-payer wherever they work. Our priority will be the safety, quality, and professionalism of our chosen subcontractor base.**



11. SAFETY & SECURITY METHODOLOGY

COMMITTED TO SAFETY AND RISK MANAGEMENT

At Stryker & Company, we watch out for each other and recognize that **we are safer together**. No matter the project or location, working safely begins and ends with people. Our safety philosophy is built on the belief that everyone – our employees, subcontractors, clients, and the public deserve a safe, healthy, and secure work environment.

Employees at all levels must work diligently to execute the company's policy of maintaining a safe and healthy work environment. This will ensure the continuous improvement of our company's performance.

PROJECT APPROACH

Strictly adhering to all aspects of our safety program will result in our expectation of returning each and every employee home safely at the end of the day.

PROTECTING OUR CLIENTS AND VISITORS

Many of our projects involve enhancements and additions to existing facilities. We go to extremes to ensure that existing operations are not disrupted and that employees and visitors are unaffected by noise, dust, odors, fumes, and vibrations. As a part of the pre-construction meeting, we will discuss our staging plan, the various phases of work, and what we can do to work together to minimize the impact on the park staff and visitors. **We want to be as unobtrusive as possible while still maintaining a safe worksite.**

SAFETY LEADERSHIP AND TRAINING

We believe that safety starts at the top and filters down to every level of our organization. Our safety methodology emphasizes strong safety leadership and a commitment to continuous training. We provide regular safety training sessions to our employees, ensuring they are well-versed in industry best practices, regulatory requirements, and emergency response procedures.

In the past 24 months, we have conducted the following training certifications.

1. First Aid
2. CPR
3. Forklift Training
4. OSHA 10 hr
6. Scissor Lift training
7. ASHE (Healthcare Construction Certification)



PRE-CONSTRUCTION PLANNING AND HAZARD IDENTIFICATION

Prior to commencing work on any project, we conduct thorough pre-construction planning to identify potential hazards and develop comprehensive mitigation strategies. Our seasoned team conducts site-specific hazard assessments, addressing factors on this project such as building systems, environmental irregularities, public interaction – conflict mitigation. By proactively identifying and addressing potential risks, we minimize the likelihood of incidents occurring.

WEEKLY SAFETY AUDIT

Each week the Site Superintendent is required to fill out a Project Safety Audit for his specific project to review the work we are doing to ensure we are in compliance.

(see sample project safety audit below)

Each day is considered a success when all members involved in the construction process make it home to their loved ones safely. Here is a sample of a safety audit that is completed on a weekly basis on each project site.

Project Safety Audit

Project Number: 1900
Project Name: NEW PROJECT
Address: Some Where

Superintendent: John Doe
Project Manager: Jim Doe

Hazard Classification:	
Type A	Imminent Danger - A condition or practice likely to cause permanent disability, loss of life, or destruction of structural equipment, or material.
Type B	Serious Danger - A condition or practice likely to cause serious injury or illness resulting in permanent disability or property damage.
Type C	Non-Compliant - A condition or practice likely to cause minor (non-disabling) injury, illness, or non-disruptive property damage.

Status: Open = Not Corrected, Closed = Corrected, Opening = Keep an eye on safety

Id #	Date of Inspection	Location	Hazard Description	Status	Date	Responsible Party	
1	1/1/2019	Building	C	Opening		General Housekeeping	All Trades
2	1/2/2019	North Wall	A	Closed	1/2/2019	Perimeter guard rail set up on 3rd floor. Framing working, not closed off North Stair Door Exit. ABC Stucco is working on Stucco	XXZ Framing & Drywall
3	1/3/2019		B	Open	1/8/2019	Scaffold is blocking door	ABC Stucco & Stryker

PROJECT APPROACH

SAFETY COMMUNICATION & ACCOUNTABILITY

Every employee is responsible for the safety and well-being of their co-workers, subcontractors, and client assets. A portion of the annual review for management personnel is directly attributed to the safety performance on their job sites.

Effective communication plays a vital role in ensuring safety on construction sites. We establish clear channels of communication among all project stakeholders, enabling the swift reporting of any safety concerns or near-miss incidents. Our project management team encourages open dialogue and maintains a culture where all employees feel empowered to voice their safety-related observations or suggestions. Stopping work to address a potential safety issue is what we encourage in our own team members as well as our subcontractors; it's part of our commitment to those whom we work with and their families.



12. EMR RATING (Experience Modifier Rating)

We are very proud of our EMR/MOD rating of .75. This rating is very good for a company of our size. It truly reflects our commitment to maintaining a safe job site and valuing safety over getting it done faster at the expense of others.

*Please see the included letter from CWI (Colorado West Insurance) showing our past EMOD rating and its improvement over time. This letter can be found in the ADDITIONAL ATTACHMENTS section.

13. SEVERE INJURY OR DEATH

We **have not**, nor has one of our subcontractors on one of our job sites, suffered a severe injury or death.

14. PROJECT CLOSEOUT

Closeout entails an in-depth process assuring that the owners and their representatives are educated and knowledgeable about their installed systems. The mechanical (HVAC) will take up the majority of this formal 'handoff'; however, irrigation controls, lighting controls, and in some cases, security cameras and access control can take a fair amount of explanation and discussion. This handoff of sorts ensures owners continue to have reliable facilities that operate properly once construction is complete. Post-construction activities, above and beyond the typical O&M manuals, include a 90-day follow-up walk-through after substantial completion of the project, an 11-month walk-through prior to one year warranty being completed, and a systematic revisiting with the client to offer consultation on building maintenance for the life of the building. **By**

The management team of Stryker & Company is honest, direct, and accessible. They are a pleasure to work with and have my full recommendation.

—Tad J. Rowan, Fire Chief
Montrose Fire Protection District

having a local contractor in Stryker & Company, we, as well as our subcontractors, are just a

PROJECT APPROACH

phone call away from handling warranty work and project follow-up in the years after the project is completed. Our past clients will attest to this, and it's something we pride ourselves on.

15. CLOSING THOUGHTS

We enjoy working with the BG+co. design team and their consultants. As a local with a long history of working on some of the more significant projects in our valley, we would be honored to take the lead role in the Design-Build process to see this building design and constructed for this highly needed service in the City of Delta. .

STRYKER
& COMPANY, INC.
COMMERCIAL
CONTRACTORS

BG+co.

Architecture
Interior Design
Project Management

BLYTHE GROUP + co.

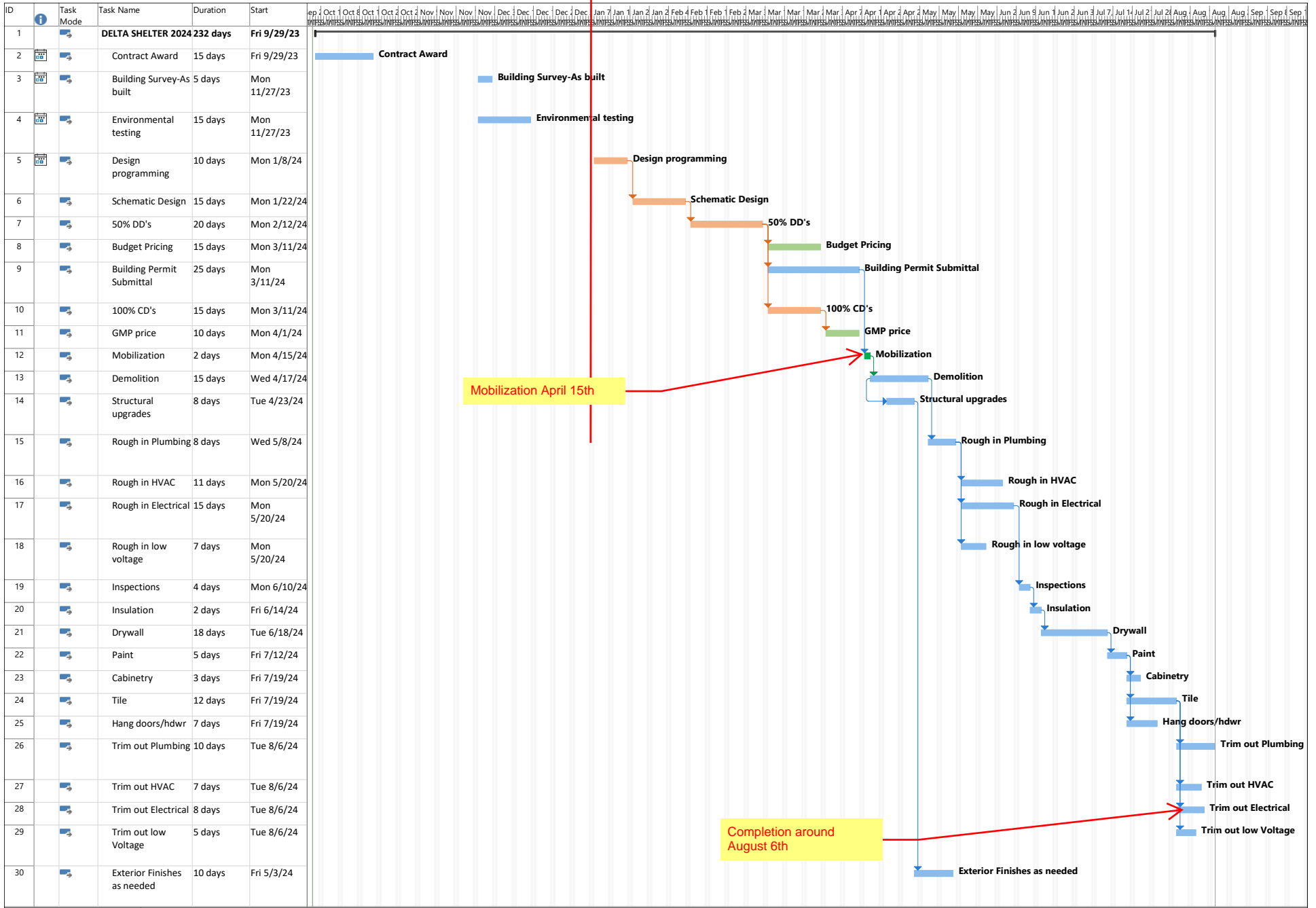
SCOTT STRYKER
970-964-4434
scott@strykerco.net
688 Spring Creek
Montrose, CO 81403

SCHEDULE

SCHEDULE

Microsoft Project is our preferred scheduling program. At the weekly OAC meeting, the schedule will be shared with the owners and their representatives. We will address the status of the work and any updates on the project's progress. Another great feature of Procore, our project management software, is the ability of the owner's team to log into the project at any time. This allows for real-time access to the schedule, keeping you apprised of any changes or updates. At each OAC meeting, a 3-4 week look ahead is presented and updated with the latest information. We have included a critical path schedule within this proposal for your review.

2023 2024



Project: Project1
Date: Thu 9/28/23

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

Page 1

STRYKER
& COMPANY, INC.
COMMERCIAL
CONTRACTORS

BG+co.

Architecture
Interior Design
Project Management

BLYTHE GROUP + co.

SCOTT STRYKER
970-964-4434
scott@strykerco.net
688 Spring Creek
Montrose, CO 81403

DESIGN FEES - COST

Total Bid Amount \$ \$127,349.57

Total Written Bid Amount: One hundred thousand three hundred forty nine and .57 cents

Estimated Start Date: Mid December - to January 10th depending on your grant

SUBMITTED on September 29, 2023

If BIDDER is:

An Individual

By _____
(Individual's Name)

doing business as _____

Business Address: _____

Phone No. _____

A Partnership

By _____
(Firm Name)

(General Partner)

Business Address: _____

Phone No. _____

A Corporation

By Stryker & Company, LLC
(Corporation Name)

By Scott Stryker
(Name of Person Authorized to Sign)

Owner/President
(Title)

Attest: Kristi Stryker
(Secretary)

Business Address: 236 S. 3rd St., #319, Montrose, CO 81401

Phone No. 970-964-4434

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each Joint Venturer must sign. The manner of signing for each individual partnership and corporation that is a party to the Joint Venture should be in the manner indicated above.)

REFERENCES: **See attached references listed within this proposal**

Please list 3 Concrete Replacement job references of similar size and scope to the City of Delta project

Reference 1:

Contact Name:

Company Name:

Phone:

Email:

Project Description:

Reference 2:

Contact Name:

Company Name:

Phone:

Email:

Project Description:

Reference 3:

Contact Name:

Company Name:

Phone:

Email:

Project Description:

***** *END OF BID FORM* *****

Design Fees - Cost

TOTAL FEES: \$127,349.57 (for Phase I and Phase II)

PHASE I BUDGET- 50% Design Development documents and Budget

Lump sum price of: \$64,300.78 for phase I

50% Design Development Architecture and Engineering Documents and GMP price:

For this we will produce 50% DD drawings, create a budget based off of actual subcontractor pricing, and handle any environmental testing or destructive investigation needed to produce an accurate budget. Having a budget produced at the 50% DD phase allows the owner to gauge where they are at as it relates to the overall budget. We can then direct our efforts to make sure we maintain the needs in this facility and also meet your budget.

PHASE II- 100% CD's and Construction of the Shelter

Total Fees for this phase: \$63,048.79 for Phase II

Should the owner decide to move forward with the final CDs and construction, it is our combined team's commitment to keeping the same team members involved and engaged in moving from DDs to CDs and then into construction on-site. We will not swap out a team member unless it is due to circumstances beyond our control.

FINANCIAL CAPABILITIES:

We have attached a letter from both our bonding agent as well as our bank (Alpine Bank), reflecting their support and financial capabilities for this project. We have the financial resources (Lines of credit) and bonding capacity to support this project along with our other work in process.



Architecture
Interior Design
Project Management

BLYTHE GROUP + co.

SCOTT STRYKER
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ADDENDUMS, BONDING, & INSURANCE



CITY OF DELTA, COLORADO

REQUEST FOR PROPOSALS

DELTA SHELTER DIESNG BUILD SERVICES

Addendum #1

QUESTIONS RECEIVED AND ANSWERS

1. Your RFP describes a two story building at 540 W. 5th Street “bounded by W. 5th Street, Confluence Drive, private property, and the City of Delta Public Works yard”. The only structure that remotely fits this description is the County Work Release building at 540 W. 4th Street. Should we assume you meant 4th Street and not 5th Street?

Answer: Yes, the correct address is 540 W. 4th Street, Delta, CO 81416. Please note, the address for the mandatory pre-bid meeting is 540 W. 4th Street, Delta, CO 81416.

2. How long ago did the City take over the work release building from Delta County?

Answer: The City entered into a purchase agreement with the County in early Spring 2023 that was contingent upon grant funds. The CO State Housing Board voted to approve the requested grant funds on 8/22/23. At this time, the city is working to finalize the purchase. So in summary, we are in the process of purchasing and intend for it to be finalized before entering into a contract with anyone for this project.

THIS ADDENDUM #1 TO THE ABOVE PROJECT.

**INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY
INFORMATION PRESENTED IN THE SPECIFICATIONS.**

END OF ADDENDUM #1



CITY OF DELTA, COLORADO
REQUEST FOR PROPOSALS
DELTA SHELTER DIESNG BUILD SERVICES

Addendum #2

CHANGES TO RFP

1. The design timeline determined in section E. of the special conditions has been amended from 60 calendar days to 120 calendar days.

QUESTIONS RECEIVED AND ANSWERS

1. Do you have a cost estimate for the above project?

Answer: This project is funded by a \$1,252,400 Transformational Affordable Housing Grant from the CO Division of Housing (DOH). This grant has been awarded and the City anticipates the execution of a grant agreement with DOH by the end of December 2023. The retention of a consultant for design services is a requirement of the grant agreement process.

2. Do you have a projected start and end date?

Answer: DOH and the City of Delta anticipate executing a grant agreement by the end of December 2023 which will enable work to begin. Our plan is for work to move as expeditiously as possible. It is the goal of the City of Delta to serve our community by offering this space during the 2024 summer season if at all possible.

THIS ADDENDUM #2 TO THE ABOVE PROJECT.

INFORMATION CONTAINED IN ADDENDUM#1 SHALL SUPERSEDE ANY
INFORMATION PRESENTED IN THE SPECIFICATIONS.

END OF ADDENDUM #2



2782 Crossroads Boulevard • Grand Junction, Colorado 81506

January 2, 2023

To Whom it May Concern:

RE: Stryker & Co., Inc

Bonding Capabilities

We represent Stryker & Co, Inc., on all matters regarding surety bonding and insurance.

Their current surety is Western Surety Company. They have previously been approved for bonds on single projects in the \$18,000,000 range with a total capacity in the \$25,000,000 range. Of course, larger projects will be entertained if the need arises.

Stryker & Co., Inc., has an excellent reputation and we would not hesitate to recommend them for any project they wish to bid.

Please contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vikki Bell'.

Vikki Bell, AIC



2022 Appointments

BOARDS/COMMITTEES	MEETING TIMES	DELEGATE/ALTERNATE
Club 20	TBA	William Tedrow/Mark Broome
Delta Area Chamber of Commerce	2 nd Thursday @ 7:00am	Kevin Carlson
One Delta County	TBA	Cathy Boyd/Meganne Robinson
Delta Housing Authority	4 th Wednesday @ 3:00pm	Cathy Boyd/Meganne Robinson
Juvenile Diversion	Annually	Cathy Boyd/Mark Broome/Luke Fedler
Municipal Quarterly	TBA	All Council
Project 7	4 th Thursday @ 4:30pm	Kevin Carlson/William Tedrow/ Casey Caudle
Airport Advisory Committee	TBA	Casey Caudle/David Hood
Region 10	4 th Thursday @ 12:00pm	Ryan Crick/Elyse Casselberry
CML Policy Committee	TBA	Ryan Crick/William Tedrow
TPR	TBA	Ryan Crick/David Hood
Incentive Committee	TBA	Mayor/Ryan Crick
Tourism	TBA	Wilma Ervin
MEAN	TBA	Adam Suppes/Mike Sandridge
Transit	TBA	Mark Broome/David Hood/ Shay Coburn



CITY WIDE MONTHLY REPORT

MAY 2024

CITY MANAGER

NEW CITY COUNCIL

On April 16th, three new City Council members were sworn in. A personal welcome to each. Ron White, Dan Korthius, and Jamie Lane have hit the ground running,

ECONOMIC UPDATE

One Delta County hosted a county wide economic update presentation with Dr. Nathan Perry from CMU. The presentation addressed population growth, employment trends, wages, housing affordability, and inflation. Dr. Perry puts a quarterly report together that highlights economic trends. You can sign up to receive these updates [here](#).

ADMINISTRATION TEAM

Meganne Robinson, Assistant to the City Manager, accepted an amazing opportunity with another organization. Her last day was **Apr 10, 2024** . The job description and job title for this position has been updated to reflect the current needs of the City. The new job description strengthens the position's focus on grant management, project management, communications, and economic development. The Crisis Prevention Unit will no longer be managed by this position, and will instead report directly to the City Manager, although this position will remain involved in implementing the grants that have been awarded to the City to facilitate the Crisis Prevention Unit. The title of this position is now Special Project Coordinator. The position was advertised internally, and we are happy to share that Tyler Schumacher was offered and accepted the position. Tyler is a rising star in our organization, and we are excited to bring him onto the Administration Team.

DELTA LIBRARY INNOVATION WORKSPACE (DLIW)

Programming at the new business incubator and makerspace kicks off in May. There will be three training programs offered including a three day session on business planning basics, an introduction to video including camera use and basic editing, and an introduction to 3D printing. Information about these programs will be available on the new DLIW website www.deltainnovationworkspace.org and the new DLIW [Facebook](#) page.

RAISE GRANT & MAIN STREET

Staff has spent the past nine months working with the Federal Highway Administration on contracting for the \$13.92M grant received for improvements to Main Street. The grant agreement is ready to be executed and is on the **May 7, 2024** agenda for approval.

Over the last nine months we have also been working with our consultant, Stolfuss and Associates, on preliminary engineering and design. This process has taken a much deeper dive into the concepts for traffic calming that have been tested as part of our ongoing “demonstration project”. 30% design is now complete. We will be gearing up for a robust community input process on the 30% design work in May and June.

After we have a fully executed contract from the Federal Highway Administration, we will go out to bid for final engineering and design. The above public input will help shape our final plans. We anticipate final design could take up to a year. This would set us up for construction starting in the summer of 2025.

COMMUNICATIONS TEAM

The Communications Team has developed a new “newsletter” called The Inside Scoop to share routine updates with all staff. The Inside Scoop will be emailed to city emails once a month. We are also working on a plan to show the newsletter as a running slide show on TV's and monitors throughout City buildings.

4th STREET HILL

Many have noticed that the Contractor for 4th Street Hill has stopped work. The good news is that the contractor has made excellent progress and is ahead of schedule. The 4th Street Hill project is much more than just repaving the road. The road profile and all underground infrastructure is being reconstructed to address the impact of groundwater seepage onto and underneath the roadway. As dirt work progressed, an

issue with a Century Link line was discovered creating a conflict with the current plans. The engineering plans are being updated to work around this previously unknown conflict. There are also some issues with the installation of manholes that need to be reconfigured. Once the contractor and City agree on the work around, work will resume.

In the meantime, the contractor has been able to open the upper portion of the project allowing for more traffic movement options. Safety features continue to be installed including new crosswalk signalization. The original plans call for Hastings Street to NOT have stop signs at 7th Street. A temporary 4-way stop has been installed to help with traffic in the area as everyone gets accustomed to the new road layout, and until all safety features are fully installed. Staff will monitor traffic in this area to determine if this intersection should be a 4-way stop intersection permanently or if Hastings should be allowed to flow per engineering plans. We ask everyone traveling by car or foot in this area to please respect that this is still a construction zone, and to please go slow and pay extra attention. We also ask that all pedestrians not enter the construction area, especially along the hillside. We have numerous individuals entering the project in the evenings and weekends. There are numerous hazards in the construction zone. This area is closed to all public access. More information about the project is available on the City's website at [Fourth Street Hill Updates](#).

ADMINISTRATION TEAM

Human Resources

- We are currently at an employee count of 103 FT and 173 PT.
- We have had 9 new hires and 5 Termination for April as of 04/30/2024. We are starting to bring back our seasonal employees for the Golf Course and Sports.
- We are recruiting for PT LifeGuards, Building Official, Public Works MSW1, Police Officer, Golf Turf Laborer, Cashier, and a Evidence and Records Technician.
- The **Employee Council** is still working on communication within the City. The Communications Committee will be posting the minutes of both the Employee Council and the Safety Committee to help get the information out to all employees. The Committee invites any City Council Member to attend any time. The meetings are the fourth Tuesday of each month at 1pm.
- The **Safety Committee** is working on the Training Schedules for the year and training compliance.

City Clerk

- Completed three records requests.
- Completed review of two renewals.
- Completed two burial permits for the cemetery.
- Sold one cemetery lot.
- Continue working with CMCA on training for Clerk's throughout the State and the Annual Conference. The City of Delta will be hosting an Athenian Dialogue (ask me about it) in June.
- Continuing to work with CML to have a Clerk session at CML.
- Worked with the City Attorney to update the draft template for contracts.
- Reviewing the City's social media policy. Have submitted the policy to the attorney for review.
- Scheduled the CIRSA audit and survey for May 7, 2024.

Municipal Court

- Received the following new cases:
 - 4 Animal Control citation
 - 10 various municipal violation citations
 - 18 traffic citations

Fleet & Facilities;

- Fleet repair shop staff have started to catch up on repairs after having several months in a row with large repairs.
- Some of the new budgeted equipment has started to come in. A new mower for the golf course has come in.
- Street sweeper is almost done . Sent to Grand Junction for engine and hydraulic system repair. The engine has been put back together and as of 4/22/2024 they were going to be testing the engine and hydraulic system for proper operation.
- One of the newer dump trucks that has been having electrical problems was sent to the dealer in Grand Junction for troubleshooting and repair. This truck has been completed and returned to service.
- The ML & P Digger /Derrick truck had transmission problems along with pto electrical problems was sent to a shop in Grand Junction that repairs heavy duty trucks drive train problems. The unit has been repaired and returned back into service.
- For the month March Fleet completed 96 work orders for repair and maintenance

Facilities;

- Maintenance and repairs on the City facilities are still ongoing.
- Work on the Library coworking /maker space is progressing.

- For the Month of March Facilities has completed 31 repair work orders.

Public Information and Innovation (and GIS):

GIS

The GIS department continues to provide city addressing services, as well as mapping and application development for all departments and community needs. Comdev support includes various lot and zoning projects, designating and re-addressing a new private road on the east side of the city. GIS is also providing data analysis and outreach for upcoming FEMA flood zone changes as well as assisting with flood insurance evaluations. GIS developed a couple of apps this past month in support of the Cinco de Mayo Celebration including a vendor and parking locator app for festival goers. The app can be viewed at [2nd Annual Cinco de Mayo Festival Map \(arcgis.com\)](https://arcgis.com)

Events and Marketing

Events continue to gear up starting with the Second Annual Cinco de Mayo Celebration on Friday May 3rd, downtown from 6 to midnight. There will be two folkloric dance groups, two mariachi bands, loads of food vendors, and five local businesses participating in the festival permit. The Cleland Park Music Series announced its lineup this year on March 12th (<https://fb.me/e/7svcJIRSK>). The Robidoux Pickin' Series music lineup was announced on April 30th. Check out the music on tap at the Fort ever Saturday in August at ([6 Robidoux Pickin' Series 2024 | Facebook](https://fb.me/e/7svcJIRSK))

We saw tremendous success with Television advertising for Cinco de Mayo through our partners KKCO 11. We are continuing our marketing and fundraising campaign for the Cleland Park Music Festival on the 13th and 27th of June to include television and radio advertising.

We are completing contracts for restoration of the Fruit Growers' Label Mural at 4th and Main. Surficial restoration work should start by mid summer with K&C Construction and Seth Webber (*The Sugar Beet Legacy, Rotary, and Art murals*) will complete the artistic restoration before the end of fall 2024.

We are beginning discussions with Kami Collins, the western slope's new Rural Opportunity Representative from the Colorado Office of Economic Development and International Trade regarding an invitation to submit a City of Delta application to Colorado Creative Industries. We have a number of supporters and sponsors for this endeavor and hope to receive an invitation to apply based on our already rich arts and cultural programs here in the city.

The Delta County Tourism Board also met this past month in the form of a workshop to finalize our new agrotourism campaign in conjunction with a tourism sustainability grant funded by the State of Colorado. Numerous stakeholders in Delta County participated from both private and government sectors.

Fort Uncompahgre

The Visitor Center is currently open Tuesdays, Wednesdays, and Thursdays from 11am to 5:30pm. Thursdays are still Interpretive Tour Days with our tour guide, Jennie Day. We gave guided tours in costume to nearly 1000 kids from regional schools in the month of April alone. These tours included not only local private, charter and district schools, but schools from around the region as well, including Telluride, Ouray, and Palisades. We continue to add to our volunteer support and added 5 new mountain man(woman) volunteers in the past two months. The fort will have a Booth at Cinco de Mayo and will have volunteers dressed in full costume to drum up even more support.

The staff is working on programming for the summer and fall that includes two Fort Uncompahgre College weekends, as well as larger events like Haunted Fort (partnering with Darling Dames of Colorado), Dia de los Muertos (partnering with Tri County Health) , and Christmas at the Fort (partnering with Altrusa of Delta) to name just a few.

WELLNESS PLACE TEAM

Recreation

Fitness:

- Nutrition coaching is underway and we officially have 1 new client (working with Sean). Meet the Coaches wasn't exactly successful, but we plan to try again in the near future. Staff will discuss some better marketing strategies for this one.
- Staff have been asked to present on Employee Wellness for the County employees sometime in June.
- Personal training seems to be pretty steady. All but one trainer has clients.
- The new TRX system seems to be doing well and has brought in some good revenue. Robin has some great ideas to promote our TRX classes including (for a limited time) a coupon for participants who bring a friend they both get in for half price. Staff will be creating a video to put out to promote TRX with the idea that maybe a video will grab more attention on Social Media than just a post.
- The TCR Law Enforcement Academy is making some changes in regards to their training with staff and we will work with them on what that looks like moving forward.

Youth:

- Outdoor Heritage & Safety Day, Mark your calendars for Saturday June 1st at Confluence Lake, begin with the fishing derby from 7am-10am, fishing poles donated by CPW, then join 30 other outdoor & safety groups in hands-on activities. Lunch provided by the Elks and lots of great giveaways, such as paddleboards, bikes, bows and more! Get there early to get a t-shirt or hat while supplies last. Finish up the day getting hosed down by the Fire Department. Free fun for the whole family.
- Community Garden Grand Opening on Saturday May 11th at 8am. Come see all the amazing work the City of Delta Parks & Recreation Department, sponsors, and all the volunteers in this community have put together.

Two gardens, one for the community and a kids educational garden. Look for more information to come for the specific programs. Come see how you can be a part of this great project!

- Youth Summer Camps, 1 week in June and 2 in July, limited space so call today to reserve your child's spot.
- Staff will be reaching out to the community with a survey on teen programming, look for more information to come on the Teen Nights planned for this summer.
- Staff will be attending Parent Night at Garnet Mesa Elementary to showcase activities for youth this summer as well as the FOYN Youth Special event in Montrose on Saturday May 25th.
- Staff have been reaching out to youth activity providers to put together a calendar of events/programs for youth in Delta County for this summer, creating one place for parents to go for their summer information. We have a great calendar going so far, so if you have or no anyone doing a youth activity this summer, give us a call to get on our list.

Aquatics:

- We will be hosting a lifeguard training class May 28-May 31st and another one the first week of August. We are looking for individuals that love the water and like flexible scheduling. As we look ahead to the fall, daytime lifeguards are going to be a necessity to keep our hours of operation as normal as possible. Call the Rec today to see the details of joining the class for no charge.
- Summer swim lessons fill quickly, so don't miss out on registrations opening up for your child on May 1st.
- We struggle to keep up with swim lesson requests, if you have taught lessons or are interested in teaching please reach out to the aquatics for this opportunity.
- Staff continue to work on preventive maintenance in the pump room and researching the best options for larger equipment replacement needs, such as boilers, chemical systems, and filtration.
- Staff is looking into some suggestions with our most recent energy audit, and will gather pricing information to help make some recommendations for future energy savings.
- Look for more details soon on renting the pool patio for your next birthday, block party or special group after hours.
- Staff met with the workforce center and will be teaming up to do a Hiring event on Wednesday June 19th from 1-3pm at the Recreation Center to recruit employees to the Rec Team. Look for more information to come. The workforce will also be assisting us in extra promotion for the lifeguard position and the process to training and getting hired.

Maintenance:

- Staff have been working diligently on keeping up with normal wear and tear on a 31 year old facility. We finally finished up with occupancy sensors and led lighting throughout the entire building, which will certainly help with some energy efficiencies.

- Look for the Rec Center to be closed late August, early September for our 17 year old carpet replacement.
- Staff will be cleaning, staining and sealing the Rec siding within the month.
- Staff will be working to do some repairs on the marketing sign on Hwy 92 to be usable again.
- Staff is working hard to keep up with the hvac demands of cooler mornings and hotter days, by prepping AC's and making filter changes.

Facilities:

- With the summer months ahead, most like to be outdoors with their family events and with limited pavilions, and weekends all pretty well booked, we have decided to utilize our outdoor patio space better and extend a rental deal for the conference space/patio. Staff will be finishing up with installing some outside lighting and will be putting out some marketing materials here within the next couple of weeks to showcase this rental space opportunity.
- DHS will be hosting their Grad night party at BHRC on Sunday May 19th after hours.

Parks, Open Space, Trails-

Community Engagement

ADULT SPORTS

- The three new scoreboards were installed at Mountain View. Thanks to Shaun, Adam, and their teams for getting that done for us!
- Pickleball moved from the indoor gym to the outside tennis courts for the summer. Having an extra pickleball court available outside has allowed the participation in open pickleball play to grow.
- Indoor Adult Volleyball leagues finished with an end of the season tournament for both the Recreational and Competitive leagues. Volleyball play for adults will continue with open play at the rec center on Thursday evenings.
- April Fool's Softball Tournament had a total of 22 teams (12 men's and 10 coed) of which 19 were from out of town. The tournament happened on April 6th and 7th.
- Adult Softball registrations are closed. We have a total of 16 coed and men's teams that will play games beginning May 13th on Mondays and Thursdays.
- Registrations are open for Mud Volleyball and Grass volleyball that will happen during the Balloon Festival.

YOUTH SPORTS

- The 29 youth Soccer teams will wrap up play on May 4th.
- There were 166 total games in April between adult and youth sports that had to be scheduled with officials, scorekeepers, and supervisors. Thanks to Parks for having all the fields ready to go!

- Registration is over for Girls Softball ages 7-14, T-Ball ages 4-6, and Machine Pitch Baseball ages 7-8. We have a total of 10 girl's softball teams(121 girls), 10 t-ball teams(111 boys and girls), and six Machine Pitch baseball teams (62 boys). They will begin practice in early May with games beginning late May and going through June.
- Little league baseball started playing games on April 18 and will play games until mid-June.
- We are partnering with local professionals who will be volunteering their time and expertise to provide youth with a basic introduction to Disc Golf. There is a clinic scheduled for May 11th. We have a total of eight participants signed up currently.

EVENTS

- 4th of July Western Sky Balloon Festival-All preparations are moving along quickly. We are nearing \$33,000 in cash sponsorships. This amount doesn't include sponsorships for accommodations, propane, meals, and other miscellaneous items. We are extremely grateful for the support we have received for this event. We are still looking for a few more chase crew members if you are interested. You can find the agenda and other information on our website <https://cityofdelta.net/parksrecgolf/page/4th-july-western-sky-balloon-festival>

PARK RENTALS

- There were 16 park rentals for April. The disc golf course at Confluence Park was used for three tournaments
- Daily trash and restroom cleanup
- Daily mowing and weed eating schedule
- Sprayed first round of Glystar throughout parks and started Spraying the turf for weeds
- Installed scoreboards at Mountain view
- Installed shade canopies at the following parks Confluence ball fields,West legacy,Cleland,Rec center,Centennial,Golf course
- Installed new soap dispenser in restrooms
- Held first veterans community input meeting
- Aerated parks
- Had a challenging start up on irrigation a lot of repairs in the parks (old heads and valves)
- New employee working at the fields, Trina Bearden has been going through training and has started the base ball and soccer season
- Parks has a new gardener Tyler Dominey
- Gardeners have beds prepped and ready for planting flowers should arrive 5-13-24 weather permitting
- Started pressure washing pavilions Mondays and Fridays and any other time they have rentals
- Hung swings and installed missing caps in playgrounds

- Painted fountain and got a sealer on it at Fairlamb plaza
- Installed hose bibs at the new community garden and hauled off branches
- Installed 2 new flush valves in restrooms ordered new toilet for Lions restroom
- Cleaned ditch and fixed fence on Garnet mesa trail

LEISURE

- No Foolin...April was...FUN/FUN/FUN!!!
- It all started with a new event and visit to Sky Ute Casino in Durango. Even with all the road closures and extra drive hours the trip was a great hit. One patron was the grand prize winner, collecting \$2,100. Good food, refreshments, and lucky winners made for an exciting event.(16 patrons). By popular demand, another trip to the Casino is now scheduled for September 19/20.
- Toddler Time never disappoints. Over 50 youths invade the gym for Fun, Games, and Activities.
- Hiking is in full swing. Our destination was Mica Mine in G.J. It is an easy 2.6 round trip hike finishing at a mica mine. Rocks, scenery, and great weather highlighted the trip.(16 patrons).
- The third hike thus far this year went to Bridgeport in Dominguez canyon. The trail is anywhere from 8-14 miles round trip depending on fitness. We went approximately 8 miles. It was a fantastic day and we even saw 20 Bighorn sheep and ewes. The petroglyphs are some of the best you'll see.(16 patrons).
- May is Here... Mother's Day brunch starts off the month.

GOLF

- **Men's Club Opener April 13th 32 players.**
- **Had a Pro Am Tournament April 24 with 11 Teams 44 players.**
- **Hometown Hero Outdoor Tournament April 27th 29 Teams 116 players.**
- **Had to borrow 4 Golf cars from Bridges for the Hometown Hero Tournament.**
- **Punching the greens April 29th and 30th.**
- **Very busy on nice days, but still getting some high winds once in a while.**
- **We are pretty quiet at the start of May as far as League and Tournaments go, simply because of punching the greens.**

Golf Maintenance

- Completed aeration, topdress, and inner-seeding of all greens
- Been working on inspecting and tightening up the adjustments on all of the sprinkler heads

- Collected bids and moved forward with ordering a fertigation system. Should arrive any day so we can plan installation
- Small concrete projects around the maintenance building and pump station were completed.
- Increased mowing and cup changing frequency to based on growing conditions
- Sent sample into lab to identify a turf disease on greens and treated for it accordingly
- Began construction on #14greenside bunker retaining wall.
- Burned native grass areas as well as dead brush
- Trained new seasonal staff

PW & UTILITIES TEAM

Public Works & Engineering

- Crack Seal Project Progress - Streets include- Carpenter, Veinte, Labor St., Fox Ct., River Valley Ct., Pioneer Circle, 7th & A St to Hastings, Riley Ln., Scott Circle, Bluff St, 1st St parking lot. With a total of 40,000lbs of material used. We will start again in Sept-Oct
- Replacement of 5 Fire Hydrants- 10 & Howard, 11th & Howard, 13th & Howard, 14th & Howard, Rec Center
- Spray Weeds throughout town
- Repaired water leak at 1425 Hwy 50
- PW reset all valve boxes needed for the installation of asphalt, along with getting the long lines painted and signage up to open the top of 4th st Hill.
- Pavement installation over the bridge on 1600 Rd
- Replaced main sewer line connection at 3rd and Grand Blvd
- Replaced Water Valve on Pioneer Circle
- Repainted the parking lines Rec Center, Lions Pavilion and the Forts Parking lots
- Replaced Pump and Motor at the Walmart Lift Station
- Asphalt Patch's installation- 2 on 3rd & Hartig, 1 on 1725 Rd
- Lead and Copper line identification of 72/342 addresses that need to be complete by Oct., since we began on 4/9
- Clearing of parking lots from weeds and debris
- Tested overflow point on 3 million gal tank
- Hillside has been on hold for the past 3 weeks, waiting on design engineer road regrade

Light and Power

- Installed new power line and transformer to new Les Schwab building.
- Crew started moving old equipment and old inventory to new shop to make room for window abatement.
- Built power needs to accommodate the Cinco de Mayo event
- Crews spent a week trimming high risk tree's
- Working with The Phase 2 company on finalizing the Ground contaminants report that was initially conducted in 2021.
- Scheduling the Window abatement and contractor to reset the window pains.
- Removed final Generator part. This piece is going to be repurposed for the Ouray Hydro plant to up size their current generating capacity. The Item will be sold for scrap value plus the additional labor needed to remove in working order. We are happy to see a piece being used for generating purposes.



Wastewater Treatment

- Finished applying approximately 300 tons of biosolids to the Ag. field.
- Working on a second CMAR bid for the digester project as negotiations with Aslan are not progressing as hoped.
- Continued repair and maintenance of the digesters to keep equipment running.

CITY FORWARD TEAM

Community Development

- Attended the Colorado City and County Management Association Conference in Glenwood Springs. What a great opportunity to learn and network with government managers from across the spectrum of Colorado's diverse communities.
- Staff participated in a DOLA webinar related to Proposition 123 requirements and state resources and assistance associated with implementation of Attainable Housing initiatives.
- Staff met with representatives from CDPHE Brownfields Program to conduct a site visit and review of the property located adjacent to Confluence Dr. at Hogdin Pl. The City received a grant for a Phase 1 environmental site assessment to be performed on the property in support of redevelopment opportunities.
- Staff performed parking counts on Main St to further collect data to support Main St revitalization efforts.
- Continue providing building inspection services to Paonia under the agreement executed with the City.
- All Points Transit will be hosting its Brews and Bites event at The Grove on Friday May 17th.

- Building department stats
 - 8 building permits issued, of those permits 1 were single-family dwelling
 - 53 total permits issued
 - 110 inspections completed
 - 11 inspections completed for the Town of Paonia
- Building project updates
 - Delta County Jail Remodel - Building permit issued
 - Armory - elevator shaft construction and interior rough inspections
 - Grace Community Church Expansion - preparing for final inspections
 - Les Schwab - framing complete, in process of rough inspections
 - Java Hut - Waiting for applicant to final site plan and improvements agreement
 - Triantos Laundromat - Building permit issued
- Planning and Subdivisions
 - 8 Boundary Adjustments in progress
 - 2 Boundary Adjustments on hold
 - 8 Subdivisions in progress, 0 Subdivision on hold, 0 Minor Subdivision on hold
 - 1 Rezone application in progress; 1 Rezone application on hold
 - 1 Lot Split in progress

POLICE DEPARTMENT

Police Operations:

- CPR / First Aid training for some DPD staff
- 6 sworn staff members completed training on the Trimble 3D Scanner
- Participated in the TCR law enforcement academy open house for potential cadets
- Completed Better Supervisor Training
- Completed emergency vehicle driving for most sworn staff
- Attended monthly Area Law Enforcement Executive (ALEE) meeting
- Attended the CIRSA Recruitment and Retention Seminar in Grand Junction
- Facilitated the new Community Safety Center (new PD) for City Council, city staff and Stryker employees.
- Firearms training for most sworn PD staff
- Search warrant conducted where 3387 fentanyl pills and other evidence were located.
- See stats below

Animal Control / Code Enforcement:

- Took numerous animal running at large calls.
- Eviction process has begun on 1302 Crawford Avenue, cleanup from the owner is expected to follow

Community Policing:

- Chief Fedler was the featured speaker at the Bergan Spay and Neuter Alliance Bark and Purr Gala at the Denver Botanic Gardens where he spoke about the successes with the spay and neuter of feral cats, as well as privately owned dogs and cats in the City of Delta.
- Several updates on social media
- Assisted with the Special Olympics event at DHS

- Prepping for several large events coming up in the next few months

Other Events:

- Construction is still moving rapidly at the Community Safety Center

Emergency Management:

- Attended ICS 400

Delta Police Department Calls for Service:

Total CAD Calls	1221
Total Arrests	45
Total Criminal Summons	28
Total Traffic Stops	73
Total Traffic Citations	22

Reports written on the following:

AGENCY ASSISTANCE 7

ALARM 1

Animal Control 17

ASSAULT 3

AUTO THEFT 4

BURGLARY 8

CITIZEN ASSIST 7

CIVIL PROBLEM 6

Code Enforcement 6

CRIMINAL MISCHIEF 15

Animal Abuse 1

Death Investigation 1

Disturbance 8

DOMESTIC 5

DRUG VIOLATION 5

Error 13

Failure to Appear 1

Fire 1

FRAUD 4

HARASSMENT 4

Information Report 20

Juvenile Problem 1

K-9 1

LITTERING 1

LOST OR FOUND PROPERTY 3

M-1 HOLD/CONTACT 3

Obstructing 1

Pedestrian Contact 1

Private Property Accident 4

Property Damage, Non-Vandalism 1

Recovered Stolen Vehicle 1

VIOLATION OF RESTR/PROT ORDER 5

Animals Taken to Shelter 1

RUNAWAY JUVENILE 5

SEX OFFENSE 2

SHOPLIFTING 8

SUICIDAL SUBJECT 2

SUSPICIOUS PERSON/CIRCUMSTANCE 29

TAMPERING 1

THEFT 12

City Attorney Comments

City Manager Comments

Councilmember Comments

