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

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

## A G E N D A

Delta City Council  
Regular Meeting

October 18, 2011  
7:00 p.m.

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Minutes
- D. Citizen Comments
- E. Tri County Water Authority Service Agreement  
(Steve Glammeyer)
- F. Council Bill # 3, 2011; First Reading  
Vacation of 6<sup>th</sup> & 7<sup>th</sup> Streets
- G. Council Bill # 4 First Reading  
New Zoning Ordinance
- H. Proclamation; Hospice and Palliative Care Month
- I. Proclamation; Conflict Resolution Month
- J. City Attorney Comments
- K. City Manager Comments
- L. Councilmember Comments

## EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e); or more specifically for instructing negotiators on aspects of Confluence Drive project issues.

Mayor Mary Cooper called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, Guy Pfalzgraff, and Ed Sisson, along with City Manager Joe Kerby and City Attorney Mike Schottelkotte. A meeting notice was posted in the south window at City Hall at least twenty-four hours prior to the meeting.

**Pledge of Allegiance**

The Mayor led everyone present in the Pledge of Allegiance.

**Changes to the Agenda**

There were none.

**Minutes**

It was moved by Councilmember Jurca and seconded by Councilmember Sisson to approve the minutes of September 20, 2011 as submitted by the Clerk. All in favor, motion carried.

**Citizen Comments**

There were none.

**Delta County Economic Development Annual Update and Request for Continued Funding**

Brad Harding with Delta County Economic Development presented their annual update with the following key points:

- Changes in the past
- Relationships
- Board Members
- Recent successes with local businesses
- Vision
- Business Incubator

Mr. Haring thanked Council for their support.

Councilmember Pfalzgraff questioned what their request for next year's funding will be.

Mr. Harding asked Council for the continued support in the amount that has been submitted in the past.

City Manager Joe Kerby stated that there will be a budget work session next Tuesday night and staff will notify them as soon as they can.

**Public Hearing: Special Events Permit Application; Altrusa International**

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

The Clerk explained that Altrusa International has submitted a Special Events Permit Application for their fundraising event scheduled for November 18 and 19, 2011 to be held at Bill Heddles Recreation Center. She explained the application is complete and all fees have been paid. As required by law a sign was posted on the premises notifying the public of this hearing. There have been no comments submitted to the Clerk's office.

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

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Raley to approve Altrusa's application for a special event liquor permit for November 18 and 19, 2011. All in favor, motion carried.

**Purchase of Wire Inventory for ML&P**

Utilities Director Steve Glammeyer states that staff budgeted for wire to be purchased into inventory for continued extension into territory currently served by DMEA and also to increase

**Regular Meeting, Delta City Council, October 4, 2011 (Cont.)**

**Purchase of Wire Inventory for ML&P (cont.)**

capacity of the system to come from the upgraded substation as part of the new transmission project. Bids were received from the two suppliers that could provide the quantity of wire needs. The low bidder was Wesco Distribution for a total cost of \$76,687.10. Staff budgeted \$150,000 for the DMEA extension and \$250,000 in the substation budget to cover these costs.

Councilmember Pfalzgraff questioned why it the budgeted amount is using two separate funds.

Mr. Glammeyer stated that it serves different purposes and some of those monies in those accounts are for other items as well.

There was discussion on how long the wire would be in inventory and the lifetime of the wire.

Mr. Glammeyer explained different projects that are coming up and also the upgrade to the substation.

It was moved by Councilmember Raley and seconded by Councilmember Sisson to authorize staff to purchase wire into inventory from Wesco Distribution for a total cost of \$76,687.10. All in favor, motion carried.

**Purchase of Additional Wind Power Generation from MEAN**

Director Glammeyer reported that in 2010 staff was approached by MEAN about the purchase of wind generated power at a cost of \$51/MWh. At that time, staff felt a purchase of 4% of our total need would be a good start into wind energy and they felt this was a very competitive price for purchase of power. MEAN has again approached the City to ask if we would be interested in additional wind generation at a starting cost of \$51/MWh. Staff has always felt a good wind power mix of 10% into our portfolio would be an appropriate amount. Therefore, staff is recommending that the City commit to an additional 6% of wind generated power for the City's needs. The estimated cost would be \$284,248 for 10% of the estimated power need.

There was discussion on the State requirement for renewable energy.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to authorize staff to have MEAN prepare a contract for purchase of an additional 6% of wind energy from MEAN and to authorize the City Manager to sign the forthcoming agreement. All in favor, motion carried.

**Gordon Trust Contract Approval**

Public Works Director Jim Hatheway stated that this contract is for a small parcel of property that needs to be acquired from Gordon Trust. This property is to help provide enough right-of-way for the railroad realignment. Ordinarily staff would not come before Council with a purchase of under \$10,000; however, this is part of the truck route project and wanted Council to be aware of it. Staff recommends approving this contract for \$9,000 for benefit of the truck route.

Councilmember Pfalzgraff questioned if that was the total amount.

Mr. Hatheway stated that it was.

There was discussion regarding the contract being approved by the City Attorney.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to approve the property acquisition contract with Gordon Frances Irrevocable Trust subject to City Attorney review. All in favor, motion carried.

**Resolution #6, 2011; Peak to Peak Rallye**

Manager Kerby stated that this resolution is in appreciation for Peak to Peak Rallye's generous donation of \$10,000 to the Abraham Connection and \$10,000 to the Delta Food Pantry. He reported that staff is getting a plaque for the organizations "wall of fame". A letter of thanks that is signed by the Mayor will also be included.

**Regular Meeting, Delta City Council, October 4, 2011 (Cont.)**

**Resolution #6, 2011; Peak to Peak Rallye (cont.)**

Resolution #6, 2011

RESOLUTION EXPRESSING APPRECIATION AND THANKS  
FROM THE DELTA CITY COUNCIL TO THE PEAK TO PEAK  
ORGANIZATION

was read by the Clerk.

It was moved by Councilmember Jurca and seconded by Councilmember Sisson to adopt Resolution #6, 2011. Roll call vote: Councilmembers Sisson aye; Jurca, aye; Pfalzgraff, aye; Raley, aye and Cooper, aye. Motion carried.

**City Attorney Comments**

Attorney Schottelkotte updated Council on the Simmon's case. He also stated that he will be out of the office starting on October 14<sup>th</sup> so he will be missing the next meeting.

**City Manager Comments**

Manager Kerby reported on the following items:

- USA Pro-cycling Challenge.
- The concrete replacement and asphalt overlay projects are currently underway.
- The CDBG funds that the city applied for does not match the requirements for those particular funds. DOLA has given direction that they City can resubmit the grant for funds relating to storm water. Councilmember Pfalzgraff stated he agreed with withdrawing the current application and resubmit for funds for the storm water.
- Staff will be having a conference call with Union Pacific Railroad to discuss the overpass on the truck route. There may be some funds that are available to help with this project.
- Golf Course Advisory board meeting will be on October 19<sup>th</sup>, 2011.
- Planning Commission met and discussed potential zone changes. They are moving forward with a recommendation to Council.
- Pool Pak project will be taking place in 2012. He explained the project and the closure time of the pool area.
- The Police Department will be holding public meeting at the Recreation Center Thursday night at 7:00pm for notification of a SVP moving back into the City.
- Staff has been working on emergency response and developing a disaster continuity operations plan.
- Human Resource Director Jeri Karsten will be working with a health insurance consultant to help evaluate the City's current health plans.
- Information on the citizen's financial task force will be coming forward by the end of October or the first November.
- Downtown revitalization and DCED has an interest in combining their meetings. They plan to have information on the revitalization as well as the truck route.
- Currently working with the Delta Housing Authority regarding some housing rehabilitation and possible CDBG funding for some areas of the city that needs home improvements.
- City Hall will be closed for Columbus Day. The Golf Course and Rec Center will be open.
- Budget Work session is scheduled for Tuesday, October 11<sup>th</sup> from 5:30 to 9:00.
- Will be out of the office Friday to attend a Manager's meeting in Telluride.

**Councilmember Comments**

Councilmember Sisson reported on the number of comments he has received on the flowers and murals within the City.

Councilmember Pfalzgraff stated that he will be out of town for the next two meetings.

Mayor Cooper commented on her recent vacation.

Regular Meeting, Delta City Council, October 4, 2011 (Cont.)

Executive Session

It was moved by Councilmember Sisson and seconded by Councilmember Jurca to convene an Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e); or more specifically for discussions regarding Confluence Drive. All in favor, motion carried.

At 7:59 p.m., Mayor Cooper recessed the Regular Meeting and convened the Executive Session.

At 9:11 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. She stated that in addition to herself, the participants in the Executive Session were Councilmembers Ed Sisson, Bill Raley, Guy Pfalzgraff and Robert Jurca; along with City Manager Joe Kerby, Public Works Director Jim Hatheway and Brad Rodenberg. For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated.

The meeting was immediately adjourned.

  
\_\_\_\_\_  
Jolene E. Nelson, City Clerk



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**Recommendation**

It is recommended that the Council approve the agreement with Tri-County Water Authority.

**Background**

The attached agreement replaces the currently expired service territory agreement with Tri-County Water Authority with a new 15 year agreement. The last agreement expired on April 1, 2010 and staff has been working to replace that agreement with this one since that date. This agreement sets forth the boundary whereby the City will be able to acquire existing Tri-County customers and expand and serve new customers and developments as they become available from time to time. Staff has worked diligently with the staff from Tri-County and we have mutually agreed on the boundary and agreement language.

**Cost**

There is no cost to the City.

**Action to be Taken if Approved**

The Mayor will need to sign and City Clerk attest the agreement for it to be in effect.

**Suggested Motion**

I move the City enter into a new service area agreement with Tri-County Water Authority and authorize the Mayor to sign said agreement.

## SERVICE AREA AGREEMENT

This Agreement is effective the 1st day of October, 2011, between the City of Delta (City) and Tri-County Water Conservancy District (District).

**WHEREAS**, the City and the District wish to set out terms concerning service from their respective water systems, particularly with respect to areas where their service area boundaries overlap, and

**WHEREAS**, the City and the District presently furnish water utility service and expect to continue to do so in the future in an efficient and effective manner, and

**WHEREAS**, the parties have agreed on mutually exclusive service areas, as shown on the map attached hereto referred to as Exhibit "A", and

**WHEREAS**, each of the parties are authorized to enter into this Agreement by C.R.S. 29-1-203(1), and 31-35-402(h), and by Article XIV, Sections 18(2)(a) and (b) of the Colorado Constitution

**NOW, THEREFORE, IT IS AGREED BY THE PARTIES**, as follows:

(1) Except as otherwise provided herein, the District agrees NOT to provide any new domestic water service inside the City's service area as defined by Exhibit "A", except in those instances that the City provides, in writing, that the District is allowed to provide any new domestic service inside the City's serve area. The District may continue to serve existing customers within the City service area as of the date of execution of this Agreement until such service is transferred to the City pursuant to provisions outlined in this Agreement.

(2) Except as otherwise provided herein, the City agrees NOT to provide any new domestic water service inside the District's service area as defined by Exhibit "A". The City may continue to serve existing customers within the District service area as of the date of execution of this Agreement until such service is transferred to the District pursuant to provisions outlined in this Agreement.

(3) Notwithstanding the provisions above, the parties recognize that the boundaries as delineated in Exhibit "A", and agreed to herein, may need to be refined from time to time in order to accommodate changes in land use, private property boundaries, etc. The parties may, in good faith, negotiate boundary refinements accordingly.

(4) Subject to future transfers as provided in paragraph 7, the City and the District each reserve the right to serve any customer who has purchased a tap from that party prior to the date of execution of this Agreement, regardless of physical location or state of installation, assuming that the party is capable of providing service to that customer at the time service is requested.

(5) Subject to future transfers as provided in paragraph 7, the City or the District may provide new domestic water service within the other party's designated service area as shown in Exhibit "A" ONLY if the other party does not have the capability to provide that service and permission is granted in writing by that party. Each party shall make prompt and reasonable determination of each request for service, to allow the customer ample time to plan for service. If either party refuses to serve a customer in its respective service area, the other may do so upon written confirmation of refusal to serve. All such installations shall be done to the City's design and installation specifications.

(6) In areas within the City Limits but outside the City's service area as shown on Exhibit "A", whether now within the City or subsequently annexed, the City may serve City owned property or facilities used for the functions of City government. This provision is intended to allow the City to provide service to developed property where the City conducts its business and is not intended to allow service to properties which the City rents to third parties.

(7) If either party wants to acquire or transfer service within its service area, which is currently being served by the other party, the parties will negotiate appropriate compensation to the party relinquishing service, prior to the time of transfer. In the event that the parties cannot agree on fair compensation, payment will include any costs incurred by the transferring party (excluding administrative costs) plus five times the average annual gross revenue from water sales for the prior three years for the service being transferred. If the acquiring party chooses to use the existing meter, it will reimburse the transferring party for the depreciated value of the meter. Upon transfer of service to either party, each agrees NOT to impose or lien any additional charges to the customer for future services (tap fees, impact fees, surcharges, etc.) except for necessary and prorated costs of upgraded infrastructure. Written notice of transfer shall be provided to the other party no less than six (6) months in advance unless otherwise agreed by the parties.

(8) If the City provides sewer service to a District water customer and the City requests a meter reading to determine a sewer bill, the District will provide scheduled meter readings to the City at no cost to the City. The City may read District meters to determine usage. The City will not tamper or modify any District infrastructure. The District shall be responsible for billing and collecting for water usage and the City shall be responsible for billing and collecting for sewer charges. The District shall cooperate with the City to provide any other information or accommodation necessary.

(9) This Agreement shall be deemed effective as of the date of execution and shall terminate 15 years after that date unless earlier modified, extended, or amended by written agreement signed by both parties. This Agreement may not be assigned by either party and shall terminate if either party no longer provides domestic water service.

(10) If this Agreement, or any part thereof, is declared invalid, void, or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

(11) This Agreement supersedes and replaces that agreement between the parties dated March 4, 1982, and any other agreements between the parties (including those with third parties) relating to service area boundaries.

CITY OF DELTA

By: \_\_\_\_\_  
Mayor

ATTEST:

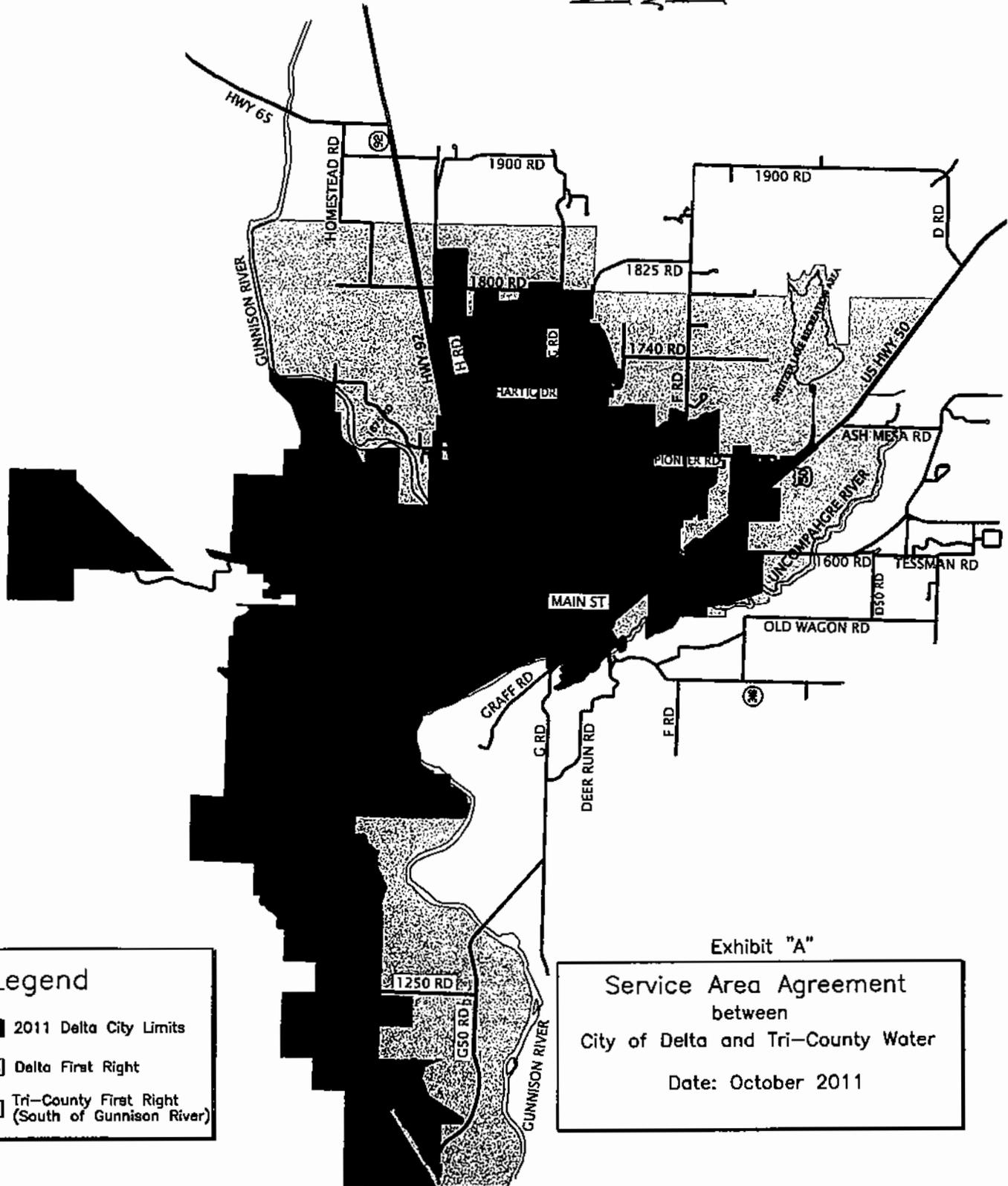
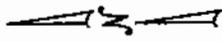
By: \_\_\_\_\_  
City Clerk

TRI-COUNTY WATER CONSERVANCY DISTRICT

By: James H. Hahit  
President

ATTEST:

By: Rick D. Bipp  
Secretary



**Legend**

- 2011 Delta City Limits
- ▨ Delta First Right
- Tri-County First Right (South of Gunnison River)

Exhibit "A"

Service Area Agreement  
 between  
 City of Delta and Tri-County Water

Date: October 2011

ORDINANCE NO. \_\_\_\_\_

COUNCIL BILL NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO, VACATING SEGMENTS OF SIXTH AND SEVENTH STREETS, AND ALSO CONNECTING ALLEYWAYS, ALL OF WHICH TRAVEL AREAS LIE BETWEEN THE WEST LINE OF SILVER STREET AND THE EAST LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY IN THE CITY LIMITS.**

WHEREAS, under Article I, Section 3 of Delta's Municipal Charter and under C.R.S. 31-15-702(1)(a), the City has general municipal power to vacate streets and alleyways, particularly those that are determined not to be needed for public purposes; and

WHEREAS, the City Council has determined that there is no need to maintain present or future rights of general public access across or upon any of the following street segments and alleyways located between the west line of Silver Street and the east line of the Union Pacific Railroad right of way in the territorial limits of the City of Delta: (1) the segment of Sixth Street which separates Block 42 from Block 41 as shown by Plat "C" of the City of Delta, (2) the segment of Seventh Street which separates Block 14 from Block 42 as shown by Plat "B" of the City of Delta, and (3) the alleyways located in said Blocks 14 and 42 which either connect or originate from the aforementioned segments of Sixth and Seventh Streets; and

WHEREAS the aforementioned street segments and alleyways are depicted on the partial boundary survey map prepared by E. Schaaf and Associates and deposited into the surveyor records of Delta County, Colorado on August 21, 2003 under Deposit No. 2003658, a copy of which map is attached hereto as Exhibit A, and

WHEREAS, the City Council has determined that vacating the aforementioned street segments and alleyways will not result in the isolation of any private land from public access, and is especially warranted by circumstances surrounding a new City project for development of a roadway to be known as Confluence Drive, and

WHEREAS, the City Council has determined that its actions contemplated under this ordinance will otherwise comply with applicable provisions of law set forth in C.R.S. 43-2-101 *et seq.*

NOW, THEREFORE, be it ordained by the City Council of Delta, Colorado as follows:

1. The platted segments of Sixth and Seventh Streets, as well as the platted alleyways originating from those segments, as more specifically described hereinabove, are hereby permanently vacated; provided, however, that the areas of said vacated street segments and alleyways are nevertheless hereby continuously reserved for the construction, maintenance, repair and use of all public utility lines and related facilities deemed necessary by the Delta City Council. (Note: the street and alleyway areas vacated hereby shall not be deemed to include any property conveyed to the City of Delta by deed dated November 23, 1992 and recorded August 18, 1998 under Reception No. 517062 of the Delta County, Colorado records.)

2. Title to each vacated street segment and alleyway, subject to the aforementioned reservation regarding public utility lines and related facilities, shall vest in the owners of adjoining lands according to

the provisions of C.R.S. 43-2-302(1)(c).

3. The City's Mayor and Clerk, in consultation with the City Attorney, are hereby authorized to make, execute, obtain and record any and all documentation that they may deem necessary or prudent for the proper implementation of this ordinance and for the revision of official maps of the City.

ADOPTED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

CITY OF DELTA, COLORADO

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2011.

CITY OF DELTA, COLORADO

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



COUNCIL BILL # 4, 2011

ORDINANCE NO. \_\_\_\_\_, 2011

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO,  
DELETING AND AMENDING VARIOUS PROVISIONS OF  
TITLES 17 AND 8 OF THE DELTA MUNICIPAL CODE IN  
ORDER TO ELIMINATE THE B-4, I-1 AND I-2 ZONING  
DISTRICTS AND RE-CLASSIFY THE AFFECTED AREAS  
WITHIN NEW OR OTHER EXISTING ZONING DISTRICTS.**

WHEREAS, City staff members have recommended the modification of provisions of Title 17 and 8 of the Delta Municipal Code concerning business, commercial and industrial zoning in order to eliminate certain unnecessary duplications, generally simplify the pertinent zoning district scheme and bring it into better conformity with the City's current master plan; and

WHEREAS, the City Council finds that staff's recommendations will promote public health, safety and welfare and are therefore appropriate for implementation by this ordinance; and

WHEREAS, the Council finds that the changes in legislation recommended by City staff will not adversely affect vested property rights.

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

Section 1. Subsection D.1. of Section 17.04.150 of the Delta Municipal Code is hereby amended to read as follows:

"D. The following uses are not to be construed as a "use by right" or "conditional use" in the B-2 District:

1. Bulk feed and storage and sales establishments."

All other provisions of said Section 17.04.150 shall remain as presently written.

Section 2. Section 17.04.170 of the Delta Municipal Code, creating and defining a B-4 zoning district, is hereby deleted in its entirety.

Section 3. Section 17.04.150A. is hereby amended to read as follows:

"A. INTENT: The B-2 District is intended for a large variety of uses to conveniently serve customers. (It shall include all areas previously classified before November of 2011 as being within the B-4 District.)"

All other provisions of said Section 17.04.160 shall remain unaltered and as presently written.

Section 4. Section 17.04.190 is hereby amended to read as follows:

“17.04.190 I District.

- A. INTENT: The purpose of the I District is to accommodate manufacturing, commercial, and most industrial uses which need adequate space, light, and air, and whose operations are quiet and clean provided that they do not create a nuisance to other property by reasons of dust, odor, noise, light, smoke, vibration or other adverse effects which cannot be effectively confined on the premises. This promotes the creation and maintenance of an environment which will serve the mutual interests of the community as a whole, of any adjacent residential areas and of the occupants of the industrial area.
- B. USES BY RIGHT:
1. Uses which meet the intent of Subsection (A) and the performance standards of Subsection (C) of this Section, not including residential uses, are uses by right. Typical examples of such manufacturing and non-manufacturing uses include warehouses, wholesalers, and manufacturing contained within buildings and accessory retail sales.
  2. Industrial uses, including those with accessory retail sales operations such as:
    - a. Manufacturing of any product.
    - b. Wholesaling of any product.
    - c. Warehousing and storage.
    - d. Bulk Storage
    - e. Processing of any manufactured product.
    - f. General service and repair of automobiles, trucks, farm implements and construction equipment.
    - g. Parking lots.
    - h. Fabrication of any product.
    - i. Agricultural products processing.
    - j. Offices
    - k. Freight hauling facilities.
    - l. Sawmills or planing mills.
    - m. Aboveground fuel storage facilities for hazardous fuels.
  3. Parks and open spaces.
  4. Government buildings and facilities.
  5. Public utility service facilities.
  6. Electronic and telecommunications antennas, receivers and transmitters.
  7. Accessory uses.
  8. Sexually oriented business complying with the provisions of Chapter 8.32.

C. PERFORMANCE STANDARDS:

1. No use shall be established, maintained or conducted in any I District that will result in any public or private nuisance.
2. No industrial structure shall be constructed within one hundred feet (100') of any existing Residential District, unless effectively buffered by landscaping, berms, fencing, or screening.
3. No use shall be established in the I District which results in an unreasonable hazard to the community or creates a public or private nuisance.
4. No noise, dirt, smoke, or odor shall be observable off of the premises.
5. Automobile wrecking and salvage yards and junk yards shall have screening.
6. Additionally, all outdoor storage may require screening to prevent industrial blight.

D. CONDITIONAL USES:

1. Any commercial or industrial use other than the uses by right which complies with the performance standards of Subsection C and is consistent with the intent of Subsection A above. Ord. 4, §1, 1999; Ord. 8, §4, 2004.
2. Automobile wrecking and salvage yards.
3. Junk yards.
4. Animal sales yards.
5. Mineral extraction and processing.
6. Trash disposal and recycling facilities.
7. Quarries and gravel operations.

Section 5. Section 17.04.200 of the Delta Municipal Code is hereby deleted in its entirety.

Section 6. The table of standards appearing in Section 17.04.220 of the Delta Municipal Code is hereby amended to (1) eliminate all standards for the former B-4 zoning district being eliminated pursuant to Section 2 of this ordinance and (2) to consolidate the duplicated standards for the former I-1 and I-2 zoning districts into one set of standards for the new I District being created pursuant to Section 4 of this ordinance.

Section 7. Subsection B.I. of Section 17.04.210 of the Delta Municipal Code is hereby amended to read as follows:

“B. USES BY RIGHT:

1. Those uses that are uses by right in the I zoning District; excluding however any and all sexually oriented businesses defined and regulated under Chapter 8.32 of this Code.”

All other provisions of said Section 17.04.210 shall remain unaltered and as presently written.

Section 8. Subsection A. Of Section 8.32.020 of the Delta Municipal Code is hereby amended to read as follows:

"A. It shall be unlawful for any person to own, operate or establish any sexually oriented business outside of the "I" Zoning District or on any premises abutting the premises of:

1. Any church;
2. Any public or private school;
3. Any residentially owned property;
4. Any public park;
5. Any licensed childcare facility or daycare business;
6. Any property, public or private; that is used for and equipped with facilities for recreation, especially by children. Any area dedicated for use by children, whether or not incidental to school use, is included within the scope of this subsection."

All other provisions of said Section 8.32.020 shall remain unaltered and as presently written.

Section 9. The City's official zoning map shall be modified as soon as practicable by City staff to reflect (1) the elimination of the B-4 District and the reclassification of all areas affected by such elimination so as to be included within the B-2 District, and (2) the consolidation of the former I-1 and I-2 Districts into the new I District.

Section 10. This ordinance shall become effective on the thirty-first day following publication pursuant to provisions of the Delta Municipal Charter.

Section 11. The repeal and amendment by this ordinance of various provisions of the Delta Municipal Code shall not affect any offense or act committed, any penalty incurred, or any contract, right or duty established or accruing, before the effective date of this ordinance.

Section 12. The provisions of this ordinance are expressly declared to be severable. Therefore, if any provision of this ordinance, or the application of such provision to any person or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given proper effect without the invalid provisions or applications.

ADOPTED ON FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Delta

State of Colorado

## PROCLAMATION

*WHEREAS, Hospice and Palliative Care of Western Colorado, our community's hospice for the past 18 years, provided compassionate, comprehensive end-of-life care to 218 Delta County patients and their families in 2010; and*

*WHEREAS, Hospice is a service that goes to wherever a patient is – in their own home, nursing home, assisted living residence, hospital, or the new Hospice Care Center; and*

*WHEREAS, Hospice care is made possible by 115 volunteers in Delta; and*

*WHEREAS, Hospice and Palliative Care, built by the generosity of our community, provided more than \$767,000 in uncompensated care in 2010 throughout our service area; provides grief support to any child, adult or family in need; and*

*WHEREAS, Hospice and Palliative Care of Western Colorado is dedicated to profoundly change the way our community experiences serious illness and grief—one family at a time.*

*WHEREAS, Hospice and Palliative Care Month is a unique opportunity to increase the public's awareness of Hospice and acknowledge the community that makes it all possible.*

*NOW, THEREFORE, I Mary Cooper, by the power vested in me as Mayor of the City of Delta, do hereby proclaim November, 2011 as*

**"HOSPICE AND PALLIATIVE CARE MONTH"**

*in the City of Delta and ask that the City Council encourage the support and participation of friends, neighbors, colleagues and fellow citizens in Hospice activities and programs now and throughout the year.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Delta this 1<sup>st</sup> day of November, 2011.*

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Mayor



**PROCLAMATION**

*WHEREAS, conflict resolution encompasses mediation, arbitration, facilitation, collaborative decision-making, restorative processes, and other responses to differences; and*

*WHEREAS, the conflict resolution processes empowers individuals, families, communities, organizations, and businesses to foster communications and devise solutions that are acceptable to the needs and interests of all parties involved; and*

*WHEREAS, conflict resolution is taught and practiced by citizens in many school systems, universities, and graduate programs throughout Colorado and the world as a way of solving disputes; and*

*WHEREAS, community-based programs fairly and equitably resolve neighborhood and community conflicts, thereby strengthening local relationships; and*

*WHEREAS, professional associations of conflicts mediators promote peaceful and creative resolutions to disputes;*

*THEREFORE, I, Mary Cooper, Mayor of the City of Delta, do hereby proclaim October 2011,*

**CONFLICT RESOLUTION MONTH**

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Mayor

ATTEST:

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City Clerk

# Honorary Proclamation



JOHN W. HICKENLOOPER  
GOVERNOR

## CONFLICT RESOLUTION MONTH October 2011

*WHEREAS, conflict resolution encompasses mediation, arbitration, facilitation, collaborative decision-making, restorative processes, and other responses to differences; and*

*WHEREAS, the conflict resolution processes empowers individuals, families, communities, organizations, and businesses to foster communication and devise solutions that are acceptable to the needs and interests of all parties involved; and*

*WHEREAS, conflict resolution is taught and practiced by citizens in many school systems, universities, and graduate programs throughout Colorado and the world as a way of solving disputes; and*

*WHEREAS, community-based programs fairly and equitably resolve neighborhood and community conflicts, thereby strengthening local relationships; and*

*WHEREAS, professional associations of conflict mediators promote peaceful and creative resolutions to disputes;*

*Therefore, I, John Hickenlooper, Governor of the State of Colorado, do hereby proclaim October 2011,*

## CONFLICT RESOLUTION MONTH

*in the State of Colorado.*



*GIVEN under my hand and  
the Executive Seal of the  
State of Colorado, this  
fifteenth day of February,*

A handwritten signature in cursive script, reading "John Hickenlooper".

John Hickenlooper  
Governor