



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

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

A G E N D A

Delta City Council
Regular Meeting

January 17, 2012
7:00 p.m.

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Minutes
- D. Citizen Comments
- E. Delta County Commissioner Bruce Hovde Presenting Check to the City of Delta for Contribution to the Open Space Property
- F. URS Award Presentation to the City of Delta for Wastewater Diffuser Project (Glammeyer)
- G. Public Hearing: Special Events Permit Application, Kiwanis Club (Nelson)
- H. 2012 Budgeted Vehicle Purchases (Myers)
- I. Purchase of Demo or Used Equipment (Myers)
- J. SEMA Contract Addendum for Confluence Drive (Kerby)
- K. Huffington Property Lease at WWTP (Glammeyer)
- L. Formation of Battlement Ditch & Reservoir Company Board of Directors (Glammeyer)
- M. Hawkins/Myers Raw Water Lease (Glammeyer)
- N. Roubideau Reserve HH Lateral Ditch Pipe Removal (Black)
- O. Resolution #3, 2012; Setting Ballot Language (Schottelkotte)rt
- P. Council Bill #1, 2012; Second and Final Reading (Black)
Disconnection of Jennings Landing No. 3
- Q. Hotel/Restaurant Liquor License Renewal; Ocean Pearl (Nelson)
- R. Proclamation; Child Abuse (Thomas)
- S. City Attorney Comments
- T. City Manager Comments
- U. 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 discussions regarding Confluence Drive and also for discussions regarding the water bill due by the Delta Center PUD property owners and also for discussions regarding property approximately located on the southeast corner of Gunnison River Drive and Palmer Street.

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

Citizen Comments

There were none.

Agreement for Operation of Animal Shelter

City Manager Joe Kerby reported that staff has been working with Joanne Kalenak, Rand Kokernot as well as Allison LePage to get the agreement completed. He stated that there are two items before Council tonight, the Agreement for Operation of Animal Shelter as well as the Lease of Municipal Property for Animal Shelter. These agreements have been in the process for several months. During the work sessions that were held, Council directed staff to continue working with CAWS to draft an agreement. Tonight staff is requesting that Council approve the agreement.

Mr. Kerby stated that the agreement will go into effect today; however, CAWS will not be taking over operations of the animal shelter specifically until April 1st. The lease that Council is considering will go into effect April 1st.

Councilmember Jurca questioned what type of animal control will the City have between now and April 1st.

Chief Robert Thomas explained that Teresa Kallsen has taken over the animal shelter. The shelter hours are currently Thursday thru Monday from 10:00am to approximately 2:00pm. Ryla Pavlisick is currently the animal control officer for the City of Delta. Her hours are Monday thru Friday from 9:00am to 2:00pm. She is out currently working the street and picking up animals throughout the community. He also explained that they are working on providing a smooth transition should Council approve the agreements tonight.

Mr. Kerby stated that Ms. Kallsen has been working about 10 hours a week therefore her hours will be increasing to approximately 20 hours a week. She will remain a City employee until April 1st then she will become a CAWS employee.

There was discussion regarding the hours of operation as well as what kinds of calls animal control will be handling.

Councilmember Raley questioned CAWS on the volunteers.

Ms. Kalenak stated they were waiting to go public until after the agreements were approved.

Councilmember Pfalzgraff questioned if there were any changes since the last work session.

Mr. Kerby explained that Section 9 was added. This section is in reference to treatment of animals by local veterinarians. The specific change involved the potential use of veterinarians not located with the City of Delta if those services are provided free.

There was discussion regarding adopting animals out of the animal shelter.

Regular Meeting, Delta City Council, January 3, 2012 (Cont.)

Agreement for Operation of Animal Shelter (cont.)

Councilmember Jurca questioned how CAWS will be shadowing the staff.

Ms. Kalenak stated that they will be shadowing mostly on weekends at this point.

Mr. Kerby commented on the work that Chief Thomas as well as his staff has done regarding this transition.

It was moved by Councilmember Raley and seconded by Councilmember Sisson to approve the Agreement for Operation of Animal Shelter. All in favor, motion carried.

Lease of Municipal Property for Animal Shelter

Manager Kerby stated this is the lease of the facility to CAWS. The lease will go into effect on April 1st.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Raley to approve the Lease of Municipal Property for Animal Shelter contingent upon the facilities manager review. All in favor, motion carried.

Council Bill #1, 2012; Disconnection of Jennings Landing No. 3

AN ORDINANCE OF THE CITY OF DELTA, COLORADO
DISCONNECTING FROM THE CITY'S TERRITORIAL LIMITS A
PORTION OF PROPERTY PREVIOUSLY ANNEXED UNDER
THE NAME OF JENNINGS LANDING #3

was read by the Clerk.

Community Development Director Glen Black stated that there is no additional information since the last meeting this item was discussed.

There was discussion regarding the disconnection being only a portion of Jennings Landing #3.

City Attorney Michael Schottelkotte stated that the date of the map needs to be entered on the document.

It was moved by Councilmember Sisson and seconded by Councilmember Jurca to adopt Council Bill #1, 2012. Roll call vote: Councilmembers Raley, aye; Pfalzgraff, nay; Jurca, aye; Sisson, aye; Cooper, aye. Motion carried.

Resolution #1, 2012; April 3, 2012 Mail Ballot Election

A RESOLUTION OF THE CITY OF DELTA, COLORADO,
AUTHORIZING THE APRIL 3, 2012 REGULAR MUNICIPAL
ELECTION TO BE CONDUCTED BY MAIL BALLOT

was read by the Clerk.

Mayor Cooper stated this is routine for holding a mail ballot election.

It was moved by Councilmember Jurca and seconded by Councilmember Sisson to adopt Resolution #1, 2012. Roll call vote: Councilmembers Raley, aye; Pfalzgraff, aye; Jurca, aye; Sisson, aye; Cooper, aye. Motion carried.

Intergovernmental Agreement for the April 3, 2012 Mail Ballot Election

City Clerk Jolene Nelson explained that this is an intergovernmental agreement with the Delta County Clerk to help conduct the April 3, 2012 election. She reported that there are no changes to the agreement from the last election. There also is an estimated cost of the election included in the agreement.

It was moved by Councilmember Sisson and seconded by Councilmember Raley to authorize the City Clerk to execute an Intergovernmental Agreement with the Delta County Clerk and Recorder for the April 3, 2012 mail ballot election. All in favor, motion carried.

Regular Meeting, Delta City Council, January 3, 2012 (Cont.)

2012 Mail Ballot Plan

The Clerk stated that it is a requirement of the Secretary of State's office to submit a written mail ballot plan. This plan has been completed by the County Clerk's office and she has reviewed it. The Secretary of State's office will approve the plan; however, it states the Clerk must submit a copy of the plan to the governing body. Therefore, the Clerk is now submitting a copy of the plan to Council.

Designation of Official Posting Site for 2012

Ms. Nelson explained that this is the annual designation of the official posting site for the City of Delta for 2012. Staff is recommending the south window at City Hall as the posting site. Official notices also get posted on the City's website, Channel 10 as well as at the Recreation Center; however these locations are not the official site.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to designate the south window at City Hall as the official site for posting notices of City meetings in 2012. All in favor, motion carried.

Resolution #2, 2012; Membership fees

A RESOLUTION OF THE CITY OF DELTA SETTING MEMBERSHIP FEES AT DEVIL'S THUMB GOLF CLUB

Golf Pro Rob Sanders reported that the only change of information from the work session is regarding fees at Tiardo Golf Course. He explained those fees.

Councilmember Sisson questioned if he had received any feedback since the work session.

Mr. Sanders stated that he has talked with several members and has not received any negative comments.

Councilmember Jurca questioned if there will be a policy regarding allowing owner carts on the course.

Mr. Sanders explained that he will be working with the City Manager to draft a policy.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to adopt Resolution #2, 2012. Roll call vote: Councilmembers Raley, aye; Pfalzgraff, aye; Jurca, aye; Sisson, aye; Cooper, aye. Motion carried.

City Attorney Comments

Attorney Schottelkotte stated that within the agreements with cause there is a 30 day notice to terminate the agreement if any party chooses to do so.

City Manager Comments

Manager Kerby reported on the following items:

- Board and Committee Assignments will continue as they are. Any changes will be made after the April election.
- Delta County requested the City to appoint an individual for 2012 to the Delta Area Planning Committee. Currently Glen Black is appointed. Council agreed to continue with the appointment of Mr. Black for 2012.
- FORE Alliance relocated to the City of Delta. The City is providing an office at City Hall.
- There will be a controlled burn behind Horse Country Arena next week.
- Kellie Hepler and Wilma Erven are submitting a federal grant request. The grant is for Welcome Center. He explained the grant.
- There will be a Pro Challenge meeting on January 11th at 9:00am.
- Holmes Murphy is coming for a meeting with employee task force next Wednesday.
- Staff has been working on changing some of the format for Council packets. He explained the new form that will be included with the memo and any additional items that may be submitted.
- Utility billing going to one cycle. The January bill will be prorated. Also, a new bill format will be completed in March or April.

Regular Meeting, Delta City Council, January 3, 2012 (Cont.)

City Manager Comments (cont.)

- Delta County will be presenting \$10,000 for the open space purchase. He also explained how they are helping with the cleanup of the property.
- The Golf Course Request for Proposals is due January 10th.
- At the January 17th meeting staff may have the SEMA contract revisions which will be changing the notice to proceed dates.
- Staff will be having a conference call with the railroad on Friday to discuss the status of the agreements.
- Staff will also be attending a training for reasonable suspicion drug and alcohol training in the work place.
- Alta Vista de la Montana is having their open house on January 12th from 11am to 1pm.
- There will be a retreat for the Community Revitalization Program on January 16th at 5:30pm.

Councilmember Comments

Councilmember Raley and Mayor Cooper wished everyone Happy Holiday and a Happy New Year.

The meeting was adjourned at 7:48 p.m.

Jolene E. Nelson, City Clerk



**CITY COUNCIL
MEETING AGENDA
ITEM**

MEETING DATE: January 17, 2012

Name: Steve Glammeyer **Date Memo/Packet Submitted to City Clerk:** January 9, 2012
 (Due no later than Thursday @ 12:00pm)
Dept: Utilities **Description:** Award presentation – URS Engineering **Phone:** 874-7901

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? No
Included in Current Year Budget? N/A Budgeted Amount \$ _____ If not budgeted explain: No cost to the City	Program is... <div style="display: flex; justify-content: space-around;"> NEW ONGOING TEMPORARY </div>
Is this a Bid Award? No Bidders and Bid Amounts:	Subject to Annual Renewal? No Renewal Date: <u>N/A</u>
What process was used? _____ Informal Bid _____ RFP _____ Bid _____ RFQ _____ Other (explain)	Is this a Grant? No
Is this to be communicated to the Public? No _____ Press Release _____ Newsletter Article _____ Other _____ Channel 10 _____ City website	What is the City's Match? N/A
Purchase Amount: N/A	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirement? No

SUMMARY: This is an award won by the City and URS for the design of the river diffuser at the wastewater treatment plant. The award was received by the American Council of Engineering Companies.



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SUMMARY: This is an award won by the City and URS for the design of the river diffuser at the wastewater treatment plant. The award was received by the American Council of Engineering Companies.



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MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: January 12, 2012
Subject: Kiwanis Club of Delta Special Events Permit Application

Recommendation

Staff recommends approving the application for a Special Events Liquor Permit for Kiwanis Club of Delta for their fund raiser scheduled at Bill Heddles Recreation Center on March 16, 2012.

Background

Kiwanis has submitted an application for a Special Events Liquor Permit for their fund raiser to be held at the recreation center on March 16, 2012. The application specifies that they plan to sell fermented malt beverages from 4:00 p.m. to 11:00 p.m.

The application is complete and the fees - \$20 to the City, and \$10 to the State for each day – have been paid.

A sign notifying the public of this hearing has been posted at the site for at least ten days as required by law. As of the writing of this memo, no comments – either for or against the approval of the application - have been received by the City Clerk.

Cost

There is no cost to the City.

Action to be Taken if Approved

The Mayor and Clerk will sign the application, and the Clerk will mail it to the State, who will review it and issue the permit.

Suggested Motion

I move to approve the application for a special events liquor permit for Kiwanis Club of Delta for March 16, 2012.

Bill Heddles Recreation Center RENTAL AGREEMENT



The below named User, in consideration of being permitted to use the areas specified below, hereby agrees to comply with all the terms and conditions of this agreement, as well as the rules and regulations of the Bill Heddles Recreation Center.

ALL CHARGES & DAMAGE DEPOSIT MUST BE PAID AT LEAST 10 DAYS PRIOR TO THE SCHEDULED RENTAL!

GROUP NAME: Kiwanis Club Delta
 RESPONSIBLE PARTY: Clay Speas - Treasurer (703-410-1100)
 ADDRESS: P. O. Box 1153
Delta CO 81416
 PHONE: (Work) 874-0716 (Home) _____
 TYPE OF USER (Please Circle): CORPORATION NON-PROFIT INDIVIDUAL CITY OF DELTA OTHER
 SIZE OF GROUP: 80+ CATERER NAME: _____

DATE(S) OF USE	TIME OF USE
Friday March 16	2:00pm - 11:00pm

ITEMS REQUIRED (\$5 FEE FOR EACH)	*
TV/VCR	
MICROPHONE	
SLIDE PROJECTOR/SCREEN	
DRY ERASE BOARD	
COFFEE MAKER	
OTHER:	
OTHER:	

ROOM SET-UP OPTIONS (Please check one)

THEATER STYLE – Chairs set-up in a row as in a movie theater _____
 CLASSROOM STYLE – Chairs set-up along tables _____
 SQUARE – Tables set-up in a square with chairs along tables _____

ROOM RENTAL POLICIES

CANCELLATIONS

Refunds of rental fees for cancellation by the User will occur as follows:

1. Event cancelled within 30 days of scheduled event = 100% refund and damage deposit
2. Event cancelled within 7-29 days of scheduled event = 50% refund and damage deposit
3. Event cancelled less than 7 days of scheduled event = **NO REFUND** and damage deposit

Full Conf

** Must apply for all special license with City of Delta*

SET-UP

Formal set-up arrangements performed by Recreation Center Staff will include:

1. Tables, chairs, and rented audio/visual equipment
2. Set-ups are performed from the information provided on the Rental Agreement Form. To ensure correct set-ups, please submit any changes at least 7 days in advance.
3. All other set-up arrangements are the responsibility of the User

CLEAN-UP

Rooms must be cleaned by the User immediately after use. Cleaning must include:

1. Removal of all decorations/items, trash from floor, fixtures, tables, chairs, walls, etc.
2. Removal of all food and beverages. Clean up of all spills.
3. Trash must be deposited in provided receptacles.
4. Cleaning of kitchen area, tables, chairs, and counters

Nonprofit Rdt

USER CHARGES	AMOUNTS
Room Fee = \$ 15 ⁰⁰ per hour x 9 hr	135 ⁰⁰
Set-up fee	25 ⁰⁰
Equipment/Supplies Fee <small>microphones</small>	5 ⁰⁰
Catering Fee Kitchen 10	10
Staff Overtime 15 ⁰⁰ x 3 hr	45
TOTAL CHARGES	220 ⁰⁰
alcohol DAMAGE DEPOSIT	250 ⁰⁰
TOTAL PAID	
DATE PAID	
Check #	

**All charges & deposits
MUST BE PAID at least
10 days prior to scheduled
event! Failure to do so will
result in cancellation of
reservation!**

User agrees to hold harmless, defend, and indemnify the City of Delta, its officers, agents, and employees on account of any damage to User's person or property or any claim made or adjudged arising out of User's use of the Bill Heddles Recreation Center.

User's Name: (printed) X Cabvin Clay Speas
 User's Signature: X Cabvin Clay Speas Date: 12-16-2011

APPROVED BY CITY OF DELTA
 By: Nancy Woerner Date: 12/16/11

Bill Heddles Recreation Center • 530 Gunnison River Drive • Delta, Colorado 81416 • (970) 874-0923



*need proof of insurance
of ~~event~~
Special Event.*

Full Conf

APPLICATION FOR A SPECIAL EVENTS PERMIT

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

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

DO NOT WRITE IN THIS SPACE

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
- 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Kiwanis Club of Delta

State Sales Tax Number (Required)

04300488

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

P.O. Box 1153
 Delta, Co 81416

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

Bill Huddles Recreation Center
 Delta, Co. 81416 530 Gunnison River Drive

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE G.W. King	[REDACTED]	240 Cedar St Delta Co 81416	970-874-9302
5. EVENT MANAGER New Spas	[REDACTED]	1120 Herky Dr. Delta, Co 81416	970-874-0716

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
March 16, 2012	March 16, 2012			
From 12:00 p.m.	From 1600 hrs			
To .m.	To 10:00 hrs			

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE Cate C Spas TITLE Treasurer

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL

-750 (999)

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)
- AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.
- CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to any person, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

**\$250.00 DEPOSIT
FOR
USE OF ALCOHOL
DAMAGE DEPOSIT AGREEMENT**

Amount Paid:\$ _____ Date: _____ Cash _____ Ck# _____

I, as the responsible party understand that as renter of the Bill Heddles Recreation Center, am responsible for the clean up and damage that may occur to the rented area during the rental time and immediately following use, including:

1. Removal of all decorations/items, trash from floor, fixtures, tables, chairs, walls, etc.
2. Removal of all food and beverages. Clean up of all spills.
3. All trash deposited in provided receptacles.
4. Cleaning of all kitchen areas and equipment, including counters and ovens.
5. Damage to walls, floor or doors.
6. Damage to tables, chairs or equipment.

If the proper clean up is not complete, or any damage occurs, I forfeit the deposit.

BILL HEDDLES RECREATION CENTER RENTAL POLICIES

1. **SMOKING IS PROHIBITED IN THE FACILITY.**
2. Black-soled shoes are prohibited on the gymnasium floor, racquetball courts and conference rooms.
3. Animals are prohibited in the facility with the exception of a guide-dog for the disabled.
4. The City of Delta will not be responsible for lost or stolen articles during time of use by an individual, group or organization.
5. Unusual rowdiness or physical/verbal abuse to a staff member or city property could result in termination of an event.
6. If children are involved in any rental activity, there will be a minimum of one adult per 15 children required. The user is responsible for all actions of the children, and lack of supervision will result in the user being asked to leave the building.
7. Rooms will not be used to accommodate a gathering which would violate minimum safety standards set by the Building Code Inspector.
8. Nails, tacks, and screws will not be used to attach decorations to any part of the facility. Scotch tape may be used to attach decorations to doors, windows, wooden posts, beams and door frames. Tape should not be used on any painted surfaces and all decorations must be approved before and taken down immediately following the rental. NO tape shall be used on the gymnasium floor.
9. Any unprotected metal edges from tables/exhibit set-up, etc. will not be allowed on any floor surface in the recreation facility. Any damages incurred from the noncompliance of this policy will result in financial charges to cover the replacement cost of the damage.
10. The rental user must remove all equipment and supplies at the end of the rental. The recreation center will not store or be held responsible for items left after the rental.
11. Music and noise must be kept at reasonable levels, especially during operation hours of public use.
12. The area(s) designated on the Rental Agreement will be the only area(s) which will be utilized.
13. The rental user is responsible for clean up of their rented areas before vacating the building. This includes wiping down tables and chairs, wiping up all spills and picking up all trash. The facility will provide trash receptacles. If additional clean up is required, the rental user will be charged at a rate of \$10 per staff hour.
14. Any facility equipment that is used during a rental agreement must be appropriately used and protected to ensure no damages will be incurred. Any damages to equipment will be assessed and charged accordingly.
15. All alcoholic beverages are to be contained to the meeting room and northwest adjoining patio. If alcoholic beverages are to be distributed, the entire meeting room must be rented. At no

time will alcohol be served, consumed or distributed in any other area of the facility. Plastic cups must be used if outdoor patio is utilized.

16. Hours for the events are to be scheduled with Recreation Center personnel and liquor hours will be as follows for all events: 5:00 p.m. to 12:00 midnight, Monday through Saturday, and Sunday, 11:00 a.m. to 10:00 p.m. No exceptions will be made without prior approval from the City Manager or designee.
17. Security of the facility may be required during these events if deemed necessary by the City Manager or designee. This means that all sponsors or individual organizations will either provide a uniformed Police Officer(s) who will be under the direction of the City of Delta Police Department and Recreation Center officials, or provide their own security that has been preapproved by the City of Delta Police Department. There shall be security one-half hour prior to, during, and one-half hour after the event. The standard ratio to be used is one officer per 100 people, two officers per 100-200 people, and three officers per 200-300 people. This ratio is dependent on type of function renting the space.
18. Any and all events and sponsors will be required to comply with all State laws and City ordinances. Violation of such laws could result in criminal charges or a civil suit with possible seizure of all alcoholic beverages. Sale of alcoholic beverages shall require an appropriate State license. If alcoholic beverages were to be given away, the sponsors or organizations must obtain an alcohol permit from the Police Department at no cost.

I have read the policies provided on this agreement and understand if any policy is not followed, or any requirement is not met, I forfeit the deposit.

Signed _____ Date _____

In the event all requirements are met, the responsible party will receive \$250.00 deposit in full within 15 days after rental date.

THE CITY OF DELTA HAS THE RIGHT TO CEASE OR CANCEL ANY RENTAL AT ANY TIME.

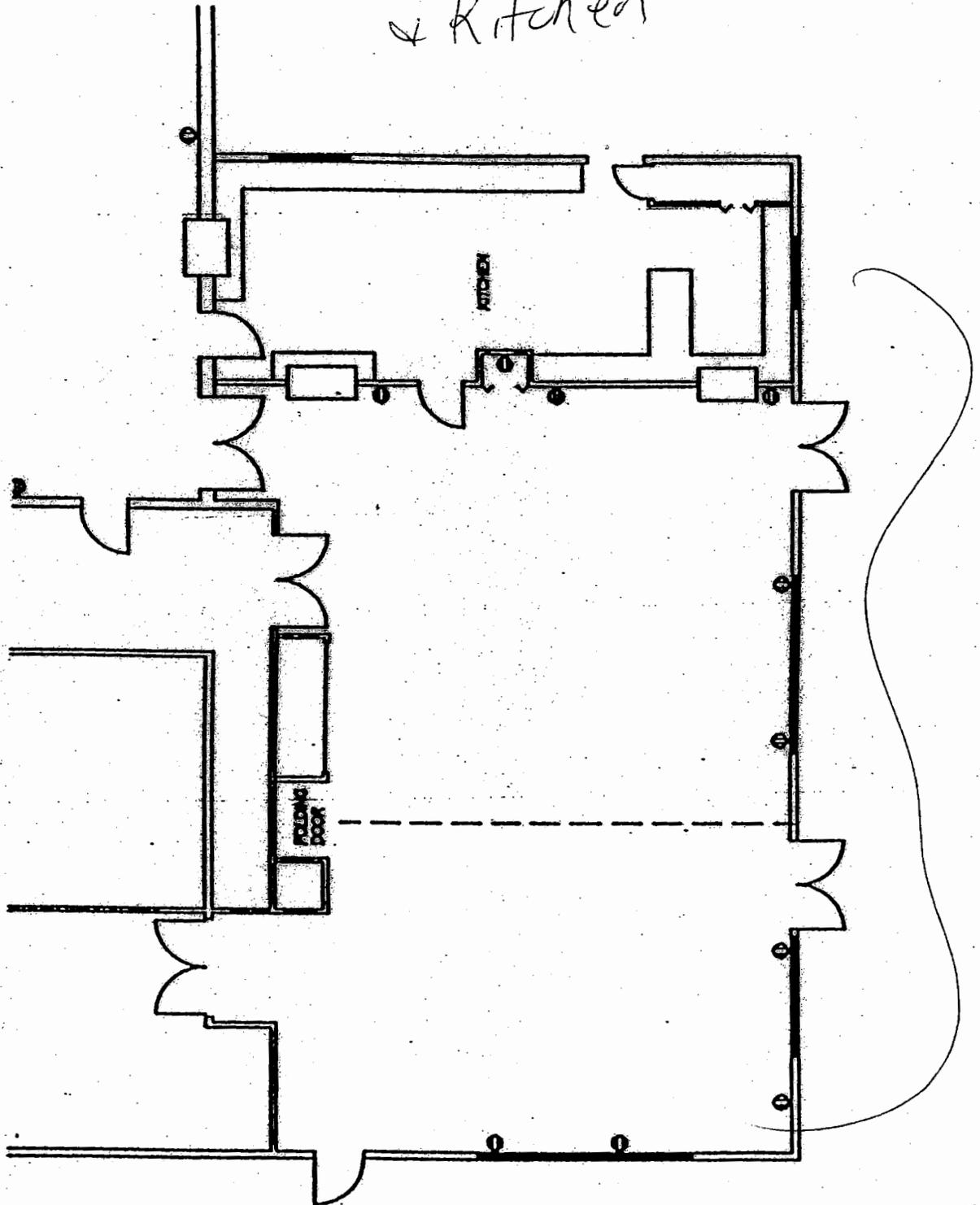
Approved by:

CITY OF DELTA

DATE

12/16/10

Full Conference & Kitchen



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

KIWANIS CLUB OF DELTA, COLORADO

is a **Nonprofit Corporation** formed or registered on 04/25/1983 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871518321.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/22/2011 that have been posted, and by documents delivered to this office electronically through 11/28/2011 @ 07:16:31.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/28/2011 @ 07:16:31 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8099941.



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

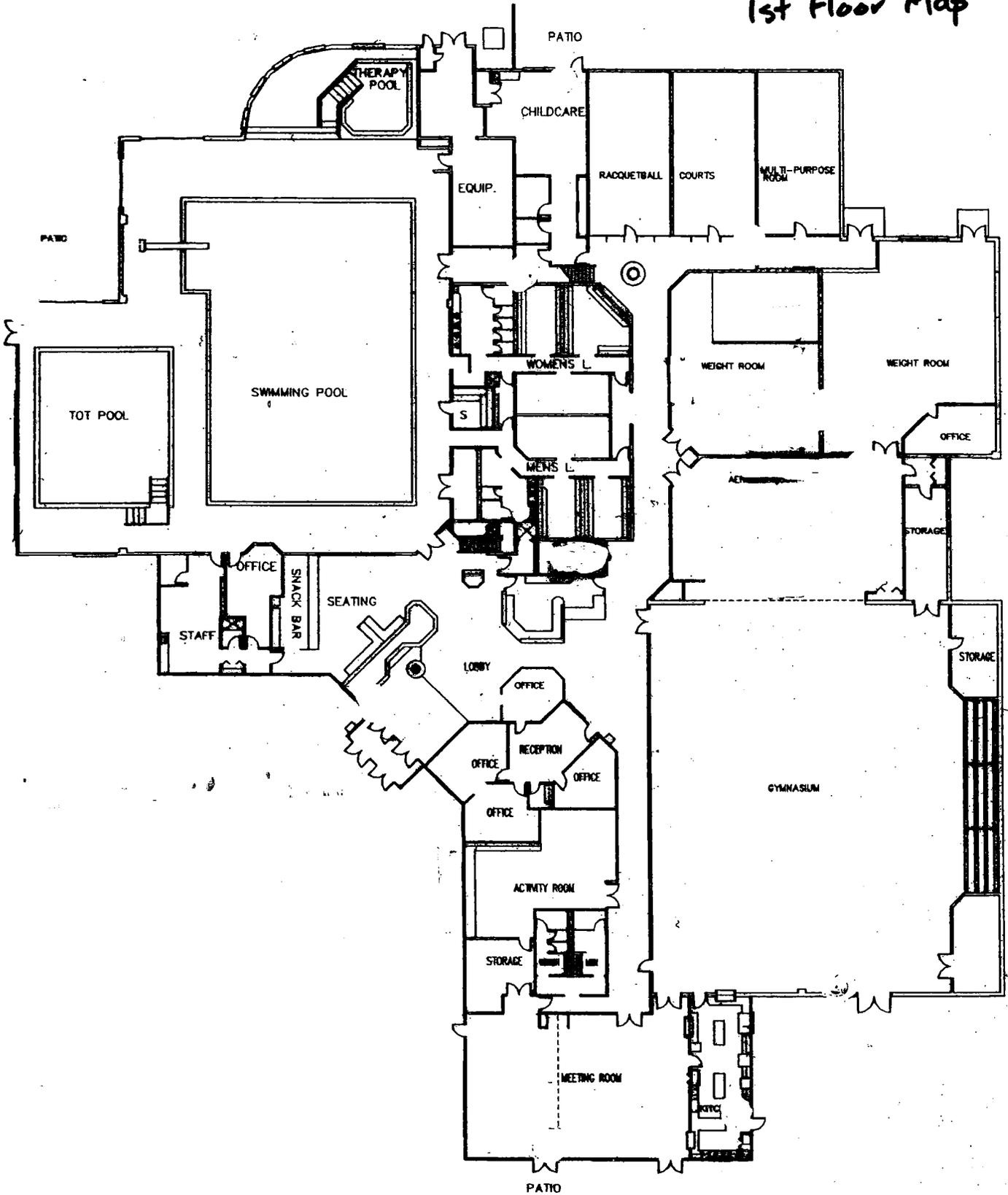
*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

WILL HEDDLES RECREATION CENTER
DELTA COLORADO



1st Floor Map





CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE:
01/17/2012

Name: Rod Myers

Date Memo/Packet Submitted to City Clerk: _____

(Due no later than Thursday @ 12:00pm)

Dept: Fleet

Description: 2012 Budgeted Vehicle Purchase **Phone:** 874-7566 ext 229

...ALL QUESTIONS must be answered...

Discussed with City Manager? <input checked="" type="checkbox"/> Yes / No	Reviewed by City Attorney? Yes / No <input checked="" type="checkbox"/>
Included in Current Year Budget? <input checked="" type="checkbox"/> Yes / No Budgeted Amount \$ 350,000.00 If not budgeted explain:	Program is... <div style="display: flex; justify-content: space-around;"> NEW ONGOING <input checked="" type="checkbox"/> TEMPORARY </div>
Is this a Bid Award? <input checked="" type="checkbox"/> Yes / No Bidders and Bid Amounts – Attach a Summary of Bids Received	Subject to Annual Renewal? Yes / No <input checked="" type="checkbox"/> Renewal Date: _____
What process was used? _____ Informal Bid _____ RFP <input checked="" type="checkbox"/> Bid _____ RFQ _____ Other (explain)	Is this a Grant? Yes / No <input checked="" type="checkbox"/>
Is this to be communicated to the Public? Yes / No <input checked="" type="checkbox"/> _____ Press Release _____ Newsletter Article _____ Other _____ Channel 10 _____ City website	What is the City's Match?
Purchase Amount: Ford F150 Pickup \$ 17,545.00 ea x 3 = \$ 52,635.00 Chevrolet 3500HD Truck w/ Utility Bed \$ 29,411.86 Chevrolet 1500 4 x4 Crewcab Pickup \$ 24,939.65 Ford Explorer \$ 30,500.00 x 2 = \$ 61,000.00	Is an Ordinance Required? Yes / No <input checked="" type="checkbox"/> Is Resolution Required? Yes / No <input checked="" type="checkbox"/> Are there any publishing requirement? Yes / No <input checked="" type="checkbox"/>

SUMMARY: Budgeted replacement vehicles for 2012.



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

MEMO

To: Mayor and Council
From: Rod Myers – Fleet Manager
Date: January 17 2012
Subject: Vehicle Purchases

Recommendation

The City purchases the new vehicles listed.

Background

These seven vehicles are budgeted items for 2012. All were put out to bid. The local dealers in Delta were hand delivered the bid packets and two dealerships in Montrose were notified by phone of the bids and where they could locate them if interested. The bids were listed on the City's web site. Four new car dealerships responded. The vehicles that were put out to bid were Two Utility SUV for the Police Department, Three ½ Ton Pickups- one each for Parks, Sewer, and Water departments. One 4x4 ½ ton Crewcab Pickup for Public Works Admin, One 1 Ton Truck w/ Utility bed for ML&P. A bid cost comparison sheet has been attached for your review.

Cost- Low Bid

Hellman Motor Co- Three 2012 F 150 Pickups @ \$ 17,545.00 ea x 3 = \$ 52,635.00
Hellman Motor Co- Two 2012 Ford Explorer's @ 30,500.00 ea x 2 = \$ 61,000.00 (The Jeep Liberty From Flower motor was \$ 30,487.00 a difference of \$ 13.00). I recommend the City use Hellman Motor Co for this purchase.

Turner Chevrolet- One 2012 1 Ton Truck w/ Utility Bed \$ 29,411.86
Hellman Chevrolet- One 2012 ½ Ton 4 x4 CrewCab Pickup \$ 25,364.65
Total \$ 168,411.51

Action to be taken if approved

Purchase the above mentioned vehicles for the City of Delta.

Suggested Motion

I move the City of Delta purchase three 2012 F150 Pickups from Hellman Motor Co for \$ 17,545.00 each, Two 2012 Ford Explorer's From Hellman Motor Co for \$ 30,500.00 each, One 2012 1 Ton Truck w/Utility bed from Turner Chevrolet in Montrose for \$ 29,411.86, One 2012 ½ Ton 4x4 CrewCab pickup from Hellman Chevrolet for \$ 25,364.65

Dealer	Location	Make	Model	Type	Cost Ea	Total	Qty	Budget Amount	Bid Reason
Utility SUV									
Hellman Motor Co	Delta	Ford	Explorer	PD Utility SUV	\$30,500.00	\$61,000.00	2	\$35,000.00	Local
Turner Chevrolet	Montrose	Chevrolet	Tahoe	PD Utility SUV	\$37,996.76	\$75,993.52	2	\$35,000.00	High
Flower Motor Co	Montrose	Jeep	Liberty	PD Utility SUV	\$30,487.00	\$60,974.00	2	\$35,000.00	Small
Flower Motor Co	Montrose	Jeep	Grand Cherokee	PD Utility SUV	\$39,540.00	\$79,080.00	2	\$35,000.00	High
Hellman Chevrolet	Delta	N/A	N/A	PD Utility SUV	No Bid	No Bid		\$35,000.00	
4x4 1/2 Ton CrewCab Pickup									
Hellman Motor Co	Delta	Ford	F150	4x4 1/2 Ton Pickup CC	\$27,675.00	\$27,675.00	1	\$23,000.00	High
Turner Chevrolet	Montrose	Chevrolet	1500 silverado WT	4x4 1/2 Ton Pickup CC	\$25,685.40	\$25,685.40	1	\$23,000.00	High
Flower Motor	Montrose	Dodge	Ram 1500	4x4 1/2 Ton Pickup CC	\$25,899.00	\$25,899.00	1	\$23,000.00	High
Hellman Chevrolet	Delta	Chevrolet	1500 silverado WT	4x4 1/2 Ton Pickup CC	\$25,364.65	\$25,364.65	1	\$23,000.00	Low
2 wd 1/2 Ton Pickups									
Hellman Motor CO	Delta	Ford	F 150	2 wd 1/2 Ton Pickup	\$17,545.00	\$52,635.00	3	\$18,000.00	Low
Turner Chevrolet	Montrose	Chevrolet	1500 Wt	2 wd 1/2 Ton Pickup	\$19,093.91	\$57,279.93	3	\$18,000.00	High
Flower Motor	Montrose	Dodge	Ram 1500	2 wd 1/2 Ton Pickup	\$20,498.00	\$61,494.00	3	\$18,000.00	High
Hellman Chevrolet	Delta	Chevrolet	1500 WT	2 wd 1/2 Ton Pickup	\$17,942.31	\$53,826.93	3	\$18,000.00	High
1 Ton Ext Cab Utility Truck									
Hellman Motor Co	Delta	Ford	F350/Utility	2 wd 1 Ton Utility Ext cab	\$31,145.00	\$31,145.00	1	\$28,000.00	High
Turner Chevrolet	Montrose	Chevrolet	3500HD/Utility	2wd 1 Ton Utility Ext cab	\$29,411.86	\$29,411.86	1	\$28,000.00	Low
Flower Motor	Montrose	Dodge	Ram 3500(SRW)	2 wd 1 Ton Utility Extcab	\$41,898.00	\$41,898.00	1	\$28,000.00	High
Flower Motor	Montrose	Dodge	Ram 3500(DRW)	2 wd 1 Ton Utility Extcab	\$33,079.00	\$33,079.00	1	\$28,000.00	High
Hellman Chevrolet	Delta	N/A	N/A	2 wd 1 Ton UtilityExt cab	No Bid	No Bid		\$28,000.00	N/B
Total Vehicle Purchase							7	\$168,411.51	



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE:
January 17, 2012

Name: Rod Myers

Date Memo/Packet Submitted to City Clerk: 01/12/2012

(Due no later than Thursday @ 12:00pm)

Dept: Fleet

Description: Purchase of Demo or Used Equipment **Phone:** 874-7566 ext. 229

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? Yes
Included in Current Year Budget? Yes Budgeted Amount \$350,000 175,000 for Bucket Truck 31,000 for Sprayer	Program is... NEW ONGOING TEMPORARY
Is this a Bid Award? No Bidders and Bid Amounts – Attach a Summary of Bids Received	Subject to Annual Renewal? No Renewal Date: _____
What process was used? _____ Informal Bid _____ RFP _____ Bid _____ RFQ _____ Other (explain) <u> x </u> N/A	Is this a Grant? No What is the City's Match?
Is this to be communicated to the Public? No _____ Press Release _____ Newsletter Article _____ Channel 10 _____ City website _____ Other	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirements? No

SUMMARY: Purchasing new Demo, used equipment without the bid process.



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

MEMO

To: Mayor and Council
From: Rod Myers – Fleet Manager
Date: 01/17/2012
Subject: Purchase of Demo or Used Equipment

Recommendation

City Council would allow the City Manager and staff to approve the purchase of a demonstration unit or used equipment if they become available during the demo or bid process for the 2012 calendar year.

Background

When departments are looking at replacing or purchasing a piece of specialized equipment vendors often provide a demonstration unit. Sometimes the demonstration unit will be what the city is looking for, and the vendor will offer it at a greatly reduced price depending on the mileage, and hours the unit has on it. For 2012, a Bucket Truck and a sprayer are budgeted. Staff would like to have the ability to purchase the equipment if a demonstration unit or piece of used equipment was to become available. The reason for this request is often times with used equipment that is on the market we do not have the luxury of waiting until the next Council meeting in order to secure approval due to the possibility of the piece of equipment being sold to someone else in the meantime.

Cost

If Demo unit is purchased, they are usually at a significantly-reduced price but still fall under a full factory warranty. Used equipment usually does not have a warranty and in this case, the sprayer would only be considered if a used one were available.

Action to be taken if approved

To let the City Manager approve the purchase of a demonstration unit or used equipment by staff for the 2012 calendar year.

Suggested Motion

I move to allow the City Manager to approve the purchase of a budgeted demonstration unit or used equipment for the 2012 calendar year specifically for a bucket truck and a sprayer if they become available and are deemed suitable for the city's needs.



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE:
1/17/12

Name: Joe Kerby

Date Memo/Packet Submitted to City Clerk: 1/13/12

(Due no later than Thursday @ 12:00pm)

Dept: Administration **Description:** SEMA Contract Extension for Confluence Drive **Phone:** 874-7909

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? Yes
Included in Current Year Budget? Yes Budgeted Amount \$ <u> N/A* </u> If not budgeted explain: Purchase Amount \$ <u> N/A* </u> * see original contract	Program is... TEMPORARY
Is this a Bid Award? No Bidders and Bid Amounts – Attach a Summary of Bids Received	Subject to Annual Renewal? No Renewal Date: _____
What process was used? <u> N/A </u> _____ Informal Bid _____ RFP _____ Bid _____ RFQ _____ Other (explain)	Is this a Grant? No What is the City's Match?
Is this to be communicated to the Public? Yes <u> X </u> Press Release _____ Newsletter Article _____ Channel 10 _____ City website _____ Other	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirements? Yes

SUMMARY: The addendum if approved by City Council will extend our current contract with SEMA allowing a Notice to Proceed to be issued no later than April 1, 2012. The current contract requires a Notice to Proceed to be issued no later than February 1, 2012.

**Construction Contract
Amendment No. 1**

THIS CONSTRUCTION CONTRACT (hereinafter referred to as "Contract" or "Agreement") is made by and between the CITY OF DELTA, a Colorado home rule municipal corporation, whose address is 360 Main Street, P.O. Box 19, Delta, Colorado 81416 ("OWNER" or "City") and SEMA Construction, Inc., ("CONTRACTOR"), a Colorado corporation, whose address is 7353 S Eagle Street, Centennial, CO 80112 for the construction project ("Project") known as: Confluence Drive in Delta, Colorado is hereby amended.

Article 2 – Page 1

Time of Commencement and Completion

Delete the following paragraph from Article 2:

The Work to be performed under this Contract shall be commenced upon written notice from the OWNER to proceed on or before February 1,2012, and pursued with due diligence thereafter until completion which shall occur no later than fifteen (15) months after such notice to proceed is actually issued. (See paragraph 74G of the attached General Conditions and the last paragraph of the attached Special Conditions for particular terms of project phasing and special Contractor rights upon Owner delays of project commencement beyond February 1, 2012.)

Replace the following as Article 2:

The Work to be performed under this Contract shall be commenced upon written notice from the OWNER to proceed on or before April 1,2012, and pursued with due diligence thereafter until completion which shall occur no later than fifteen (15) months after such notice to proceed is actually issued. (See paragraph 74G of the attached General Conditions and the last paragraph of the attached Special Conditions for particular terms of project phasing and special Contractor rights upon Owner delays of project commencement beyond April 2, 2012.)

General Conditions – Page 50

Section 74 – Extension of Contract Time and Remedies for Certain Project Delays

Delete the first sentence of Section G, the third paragraph

If, by February 1,2012 a Notice to Proceed with the construction phase of the Project is not issued by the Owner, or if the Owner determines before said date that, for any reason, it will be unwilling or unable to expeditiously perform all or any part of the remainder of the Project, either Party may fully terminate this Agreement.

Replace the first sentence of Section G, the third paragraph with the following:

If, by April 2,2012 a Notice to Proceed with the construction phase of the Project is not issued by the Owner, or if the Owner determines before said date that, for any reason, it will be unwilling or unable to expeditiously perform all or any part of the remainder of the Project, either Party may fully terminate this Agreement.

THIS AMENDMENT to the AGREEMENT is effective this Seventeenth day of January, 2012.

CITY OF DELTA, COLORADO

By: _____

Joseph M. Kerby, City Manager

CONTRACTOR:

By: _____

(type signer's name, and the title of the signer for the company name) .~

STATE OF COLORADO)
) ss.
COUNTY OF DELTA)

The foregoing instrument was acknowledged before me this ___ day January, 2012, by Joseph M. Kerby, City Manager for the City of Delta

Witness my hand and official seal.

My commission expires: _____

Notary

(SEAL)

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by _____
_____, the of _____ of
(Officer or title)

(Contractor's company name)

Witness my hand and official seal.

My commission expires: _____

Notary

(SEAL)

Reviewed and approved by the City Attorney for the City of Delta this __ day of _____
_____, 2012.

City Attorney



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE: January 17, 2012

Name: Steve Glammeyer **Date Memo/Packet Submitted to City Clerk:** January 9, 2012
(Due no later than Thursday @ 12:00pm)

Dept: Utilities **Description:** Huffington Property Lease – WWTP **Phone:** 874-7901

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? Yes
Included in Current Year Budget? N/A Budgeted Amount \$ _____ If not budgeted explain: No cost to the City	Program is... NEW ONGOING TEMPORARY
Is this a Bid Award? Yes Bidders and Bid Amounts: See attached memo	Subject to Annual Renewal? No Renewal Date: <u>January 1, 2015</u>
What process was used? _____ Informal Bid _____ RFP <u> X </u> Bid _____ RFQ _____ Other (explain)	Is this a Grant? No
Is this to be communicated to the Public? No _____ Press Release _____ Newsletter Article _____ Other _____ Channel 10 _____ City website	What is the City's Match? N/A
Purchase Amount: N/A	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirement? No

SUMMARY: This is an existing lease being renewed under a longer term lease agreement. Lease was advertised for re-bid with only one bidder responding. See attached memo and lease.



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

MEMO

To: Mayor and Council
From: Steve Glammeyer, Utilities Director
Date: December 27, 2011
Subject: Lease Renewal for Property Adjacent to the Wastewater Treatment Plant

Recommendation

It is recommended that the Council approve the lease agreement with Mr. Scott Huffington for the use of City property adjacent to the wastewater treatment plant.

Background

The attached lease is for Mr. Huffington to pasture his stock on the property adjacent to the wastewater treatment plant. We have historically had a lease agreement with Mr. Bonsall Huffington for this purpose and Scott (Bonasall's son) would like to assume this lease for the next 3 years. The current lease expired December 31, 2011 and Mr. Huffington would like to lease for the next 3 years. Staff has altered the dates of the lease agreement for a 3 year period in order to allow a longer lease term and for Mr. Huffington to make some investment into better fencing and infrastructure. Prior to termination of the lease in 2013, staff will re-bid the lease. Staff recommends renewal of the lease once payment has been made in full for the water allotment (\$2850) and for the yearly lease amount (\$1,500).

Cost

There is no cost to the City.

Action to be Taken if Approved

The City Manager and Mr. Huffington will need to sign the agreement for it to be in effect.

Suggested Motion

I move the City enter into the lease agreement with Mr. Scott Huffington for the use of City owned property for the purpose of livestock grazing and authorize the City Manager to sign the agreement once payment has been received in full.

LEASE AGREEMENT

This lease agreement, executed this _____ day of January, 2012 by and between the City of Delta, Colorado, a Colorado municipal corporation of P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "Landlord"), and Scott Huffington of 1554 H25 Road, Delta, Colorado 81416 (hereinafter referred to as "Tenant"), is to witness:

Recitals

Landlord owns title to the real property described on the attached Exhibit A (hereinafter referred to as "the premises"). The parties have negotiated an arrangement under which Landlord will lease the premises to Tenant on the terms and conditions set forth below.

Agreement

1. **General Provisions.** Landlord hereby leases to Tenant the aforementioned premises, and expressly consents to Tenant's use of the premises for the sole purposes of grazing livestock and raising hay.

2. **Term of Lease.** The term of this Lease shall commence on January 1, 2012 and, unless otherwise sooner terminated as provided in paragraph 12 below, shall run through and including December 31, 2014.

3. **Rent Payments.** Tenant shall pay to Landlord, at Landlord's address designated in this Lease or at such other address as Landlord may hereafter designate in writing to Tenant, annual rent in the amount of \$1,400.00, plus an additional amount assessed each year by Landlord for irrigation water delivered to the premises. Said amounts shall be payable in advance on or before January 1 of each year hereafter. The parties specifically agree that the assessment payable by Tenant for irrigation water delivered in the year 2012 shall be \$2,850.00. The assessment for 2013 and 2014 shall be determined by Landlord and assessed to Tenant in writing by December 15 of each year hereafter during the term of the lease, based upon and equal to Landlord's annual cost paid for the water, plus a small administrative fee for assessing that cost to Tenant. .

4. **Utilities.** The parties recognize that there are presently no utility services provided to the leased premises. Tenant shall be responsible for paying all costs of any utility services hereafter furnished to the premises at Tenant's request.

5. **Maintenance.** In all respects, Tenant shall be responsible for making any necessary repairs to the premises and generally keeping them in a safe, secure and orderly condition. Tenant shall also maintain compliance with all State, federal and local laws governing the leased premises including, but without limitation, those which prohibit nuisances and environmental hazards.

6. **Improvements by Tenant.** Tenant shall make no alteration of, or structural improvement to, the leased premises without Landlord's express written consent. Any improvements actually made to the premises with Landlord's consent shall become a permanent part of the leased premises ultimately surrendered to Landlord, unless the parties agree otherwise in writing.

7. **Relationship of Parties.** The relationship between the parties is strictly that of landlord and tenant, and no partnership, co-venture, agency, employment or other relationship is intended by this agreement.

8. **Liability.** During the term of this lease, Tenant shall bear responsibility for any use of the leased premises and activities conducted or permitted thereon. Tenant agrees to defend and indemnify Landlord against, and hold it harmless from, any and all types and amounts of legal liability arising from or related to his use and occupancy of the premises and the conduct of his business operations thereon, including any events attributable to Tenant which may result in injury to or death of persons, or loss of or damage to property of Tenant or other third parties. However, it is provided that Landlord shall be liable for such injury, death, property loss or damage which may be the demonstrable result of its own negligent act or omission.

9. **Insurance.** During the term of this lease, Tenant shall carry such insurance as he deems necessary for the protection of his own personal property, and of his business and personal interests hereunder, that could sustain damage or loss as the result of any fire or other casualty occurring on the leased premises. At all times during the duration of this Lease, Tenant shall also be responsible for maintaining in effect, with reputable carriers, comprehensive liability insurance adequate to cover his own business interests and his responsibilities to indemnify Landlord hereunder.

10. **Taxes.** During the lease term, Landlord shall be solely responsible for payment of all taxes levied and/or assessed against the leased premises, if any.

11. **Additional Obligations of Tenant.** Tenant further specifically agrees as follows:

- (a) To cultivate the premises faithfully in a careful and prudent manner, and prevent the growth of noxious weeds thereon.
- (b) To take proper care of any and all trees and shrubs growing on the premises.
- (c) To maintain all fences and irrigation ditches in good condition and to prevent any waste upon or other injury to the premises.

12. **Termination.** Termination of this Lease shall occur on the expiration date specified in paragraph 2 hereof, or sooner upon occurrence of either of the following events: (a) breach of any term or condition of this lease by either party and failure to cure such breach within ten (10) days of written notice thereof by the other party or (b) unilateral election to terminate this lease

by either party upon at least sixty (60) days prior written notice to the other party. Upon any elective termination of this lease allowed by subparagraph 12(b) hereof, the pro-rata portion of unused rent pre-paid by Tenant shall be refunded to him by Landlord within ten days after the effective date of termination and return of possession of the leased premises. In situations of termination for breach of the agreement, or for any other reason, the disposition of pre-paid rent shall be subject to judicial determination unless the parties mutually agree upon such disposition.

13. **Surrender of Premises.** Upon termination of this Lease, Tenant shall deliver and return possession of the leased premises to Landlord in as good condition as when first received, except for ordinary wear and business use, acts of God and damage not attributable to Tenant's business or to his proper activities on the premises.

14. **Breach or Default.** Breach of this lease by either party shall entitle the other party to all consistent legal and equitable remedies afforded by Colorado law including, but not limited, to those remedies provided under the unlawful entry and detainer statutes of Colorado. In the event of any dispute arising under the terms of this Lease, the prevailing party shall, in addition to all other remedies allowed, be entitled to recover reasonable attorney fees and court costs from the non-prevailing party.

15. **Venue and Choice of Laws.** This Lease shall be construed under the laws of the State of Colorado. Venue for any litigation shall be within Delta County, Colorado.

16. **Assignment and Sublease.** Tenant shall not assign his interest in this Lease and shall not sublease all or any part of the subject premises without Landlord's prior written consent.

17. **Payments and Notices.** Payments of rent and/or notices required by this lease shall be delivered to each entitled party at the address listed on page one of this lease or at such other address as such party may hereafter designate in writing to the other party. Notices shall be deemed properly delivered upon actual delivery in person or upon mailing by certified mail with return receipt requested.

18. **Binding Effect.** This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective successors, personal representatives and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this instrument of Lease on the day and year first above written.

Tenant:

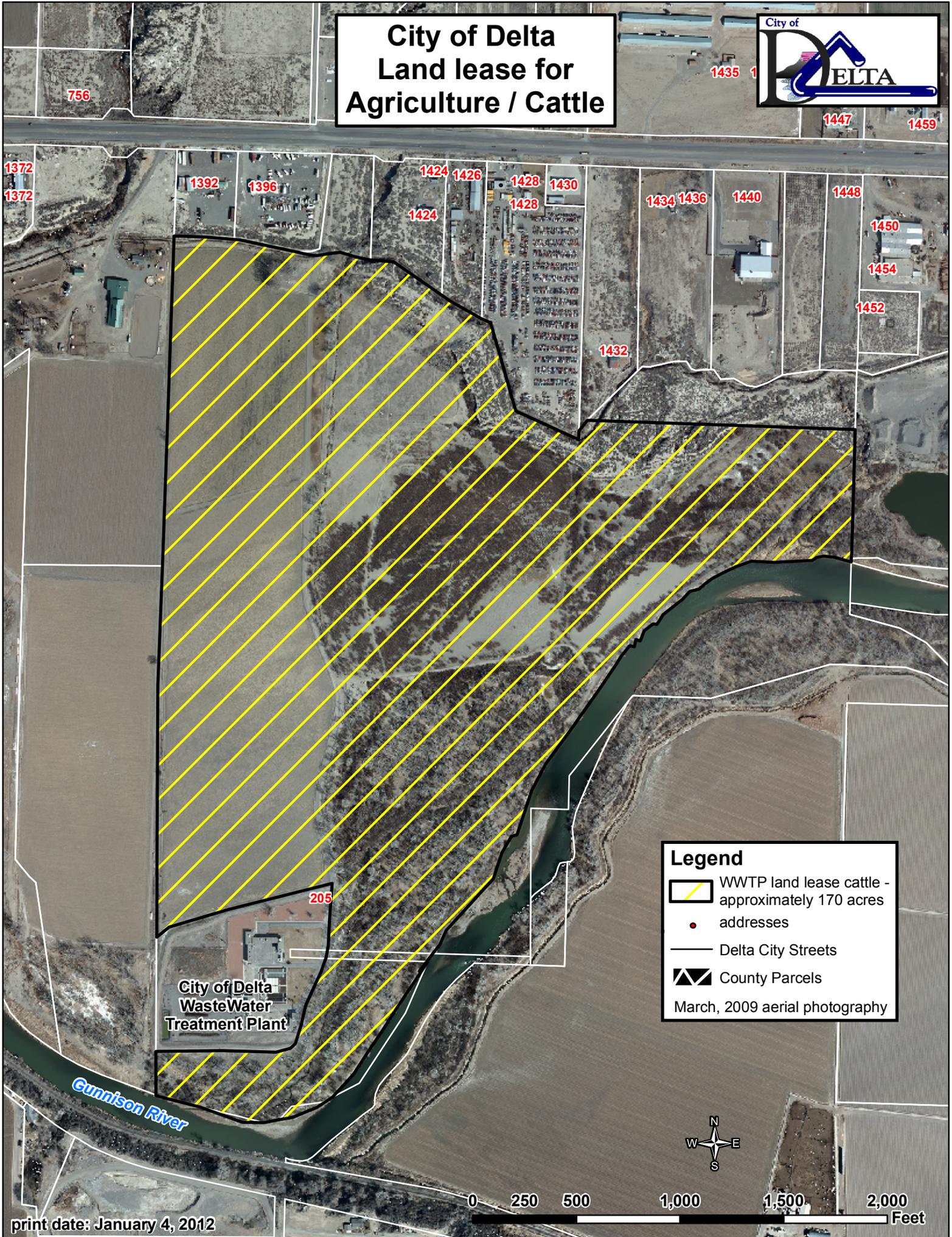
Landlord:

CITY OF DELTA

Scott Huffington

By: _____
City Manager

City of Delta Land lease for Agriculture / Cattle



Legend

- WWTP land lease cattle - approximately 170 acres
- addresses
- Delta City Streets
- County Parcels

March, 2009 aerial photography



**CITY COUNCIL
MEETING AGENDA
ITEM**

MEETING DATE: January 17, 2012

Name: Steve Glammeyer

Date Memo/Packet Submitted to City Clerk: January 9, 2012

(Due no later than Thursday @ 12:00pm)

Dept: Utilities **Description:** Formation of Battlement Ditch & Reservoir Company Board of Directors

Phone: 874-7901

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? Yes – Jim Brown
Included in Current Year Budget? N/A Budgeted Amount \$ _____ If not budgeted explain: No cost to the City	Program is... NEW ONGOING TEMPORARY
Is this a Bid Award? No Bidders and Bid Amounts:	Subject to Annual Renewal? No Renewal Date: <u>N/A</u>
What process was used? _____ Informal Bid _____ RFP _____ Bid _____ RFQ _____ Other (explain)	Is this a Grant? No
Is this to be communicated to the Public? No _____ Press Release _____ Newsletter Article _____ Other _____ Channel 10 _____ City website	What is the City's Match? N/A
Purchase Amount: N/A	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirement? No

SUMMARY: This is to form the board of directors to act on behalf of the Battlement Ditch and Reservoir Company. See attached memo.



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

MEMO

To: Mayor and Council
From: Steve Glammeyer, Utilities Director
Date: January 9, 2012
Subject: Consent to Action of the Battlement Mesa Ditch and Reservoir Company

Recommendation

It is recommended that the Council execute the attached consent to action outlining the board of directors for the Battlement Mesa Ditch and Reservoir Company (BMDRC) to be the City Council members.

Background

As Council is aware, the City owns the majority shares of the BMDRC and has for many decades. Recently, the Estate of Tony Ferganchick approached the City about the potential availability and sale of the remaining shares in the Company owned by the estate. The City is working with the personal representatives of the estate on the purchase of those shares and will be discussing that with Council at a future meeting. In the meantime, a board of directors needs to be in place to handle the various actions of the company such as signing future stock certificates should the City purchase the remaining shares. Therefore, the City Attorney's office has drafted this attached consent to action which sets the current members of Council as the directors of the Company.

Cost

There is no cost to the City.

Action to be Taken if Approved

The City Manger and a representative of the estates legal counsel will need to sign the form.

Suggested Motion

I move we execute the Consent to Action of the Stockholders of the Battlement Mesa Ditch and Reservoir Company.

CONSENT TO ACTION OF
THE STOCKHOLDERS OF

BATTLEMENT MESA DITCH AND RESERVOIR COMPANY
a Colorado mutual ditch and reservoir company

DATE: January _____, 2012.

The undersigned, acting as the stockholders of The Battlement Mesa Ditch and Reservoir Company, a Colorado mutual ditch and reservoir company, make and execute this Consent to Action for the following purposes:

1. The duly elected and acting members of the City Council of the City of Delta, Colorado, shall serve as the directors of the company until the next annual meeting of stockholders to be conducted in February of 2012. Said directors are: Mary Cooper, Guy Pfalzgraff, Robert Jurca, Bill Raley, and Ed Sisson, all of Delta, Colorado.

This Consent to Action is executed by all of the stockholders of The Battlement Mesa Ditch & Reservoir Company, a Colorado mutual ditch and reservoir company, pursuant to C.R.S. 7-127-107 and shall have the same force and effect as a unanimous vote of the stockholders at duly called meeting of the stockholders.

DATED this _____ day of January, 2012.

The City of Delta, a Colorado municipal
corporation

By _____
Joe Kerby, City Manager

The Estate of Tony Ferganchick, Deceased
By Brown & Brown, P.C., Personal
Representative

By _____



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE: January 17, 2012

Name: Steve Glammeyer **Date Memo/Packet Submitted to City Clerk:** January 9, 2012
(Due no later than Thursday @ 12:00pm)

Dept: Utilities **Description:** Hawkins/Meyers Raw Water Lease **Phone:** 874-7901

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? Yes
Included in Current Year Budget? N/A Budgeted Amount \$ _____ If not budgeted explain: No cost to the City	Program is... NEW ONGOING TEMPORARY
Is this a Bid Award? No Bidders and Bid Amounts:	Subject to Annual Renewal? Yes Renewal Date: <u>January 1, 2013</u>
What process was used? _____ Informal Bid _____ RFP _____ Bid _____ RFQ _____ Other (explain)	Is this a Grant? No
Is this to be communicated to the Public? No _____ Press Release _____ Newsletter Article _____ Other _____ Channel 10 _____ City website	What is the City's Match? N/A
Purchase Amount: N/A	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirement? No

SUMMARY: This is an existing lease being renewed under the previous year's terms and conditions. See attached memo and lease.



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

MEMO

To: Mayor and Council
From: Steve Glammeyer, Utilities Director
Date: January 3, 2012
Subject: Renewal of lease with Ms. Hawkins and Myers for use of City water on the Grand Mesa

Recommendation

It is recommended that the Council approve the lease agreement with Ms. Hawkins and Myers for the use of City water on Grand Mesa.

Background

The attached lease is for City owned water on Grand Mesa. We have historically had a lease agreement with Ms. Hawkins and Myers to use water under the City's decrees for the Maude S. Ditch and other City-owned flow decrees from the Doughspoon Creek for purposes of stock water. In 2007 we set the price of the water at \$700 staff feels this would continue to be a fair price. The current lease expired in December of 2010 and the lessees would like to continue this lease for 2012 under the same terms and conditions. Staff would recommend to Council that the City continue this agreement for 2012. A copy of this year's agreement is attached for your use.

Cost

There is no cost to the City.

Action to be Taken if Approved

The City Manager and Ms. Hawkins and Myers will need to sign the agreement for it to be in effect.

Suggested Motion

I move the City enter into the lease agreement with Ms. Hawkins and Myers for the use of City water on the Grand Mesa for the purposes of stock water.

WATER LEASE AGREEMENT

This lease is entered into between the City of Delta, Colorado (City), and Lydia Hawkins and Varra Sue Myers (Lessee) as follows:

1. The City hereby leases to Lessee water available under the City's decree for the Maude S. Ditch and other City-owned flow decrees from Doughspoon Creek for the calendar year 2011 for the amount of \$ 700.00 paid herewith to the City.
2.
 - A. Attached as Exhibit "A" is a letter from Clyde Albright, past Delta City Manager, granting an undefined right to use a tap on the City's pipeline for stock water purposes. The parties agree that such document shall be of no further force and effect and is superceded by the provisions of this paragraph.
 - B. The City has previously installed a sufficient tap, with an appropriate valve, on the pipeline in the vicinity of its crossing of Doughspoon Creek, from which Lessee may draw water for the purpose of filling a single stock water tank. By granting this right, the City shall be under no obligation to maintain any flow of water in the pipeline, or to maintain the pipeline in existence, and Lessee may utilize such water only at such times as approved by the City when water is available and such use will not interfere with the City's use of the water.
3. Lessee shall use such water lawfully in accordance with the limitations and requirements of the decree and cooperate with the Division Engineer and Water Commissioner in the administration of the diversions.
4. The water shall be used in the vicinity of the Doughspoon Ranch.
5. The City reserves the right to divert the Maude S. and other leased decrees at their alternative points of diversion for use of the City through its pipeline or elsewhere when, in the opinion of the City, it becomes desirable to do so.

6. The City may sell reservoir water to Lessee or others at a market price to be quoted by the City at such time it may determine it has available surplus reservoir water not needed by the City for other uses in 2012.
7. Lessee agrees to hold harmless, defend and indemnify the City on any claim made or adjudged against the City or damages incurred arising out of Lessee's use of the water hereunder.
8. Nothing herein shall convey any title to the City's water decrees to Lessee, but merely leases the right to use water available under said decree in calendar year 2012.
9. Lessee shall not initiate or prosecute any water rights application for water from sources from which the City has water rights decrees without the City's written consent.
10. The City is exempt from taxes. In the event any ad valorem or other taxes may be assessed on account of this lease, Lessee shall pay such taxes.
11. This lease is dated _____.

CITY OF DELTA

LESSEE

By _____
City Manager

By _____
Lydia Hawkins

By _____
Varra Sue Myers

Exhibit "A"



city of delta

... IN COLORADO 81416

P. O. Box 19 • Telephone (303) 874-4455

October 3, 1974

Mr. Uhan Austin
Austin, Colorado

Dear Mr. Austin:

You are hereby informed that the City of Delta will grant you one (1) water tap as agreed along with the water pipe that you sold to the City of Delta.

Sincerely,

Clyde Albright
City Manager

July 24, 1974 City of Delta
I bought all but sprinkler pipe
& 2 electric motors pumps for
3000.00 & a tap was given
to us off the city pipeline.



CITY COUNCIL MEETING

AGENDA ITEM

MEETING DATE: January 17, 2012 **Date Memo/Packet Submitted to City Clerk:** January 12, 2012
 (Due no later than Thursday @ 12:00pm)

Name: Glen L. Black **Dept:** Community Development **Phone:** 970-874-7903
Description: Roubideau Reserve HH Lateral Ditch Pipe Removal

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Discussed with City Attorney? Yes
Included in Current Year Budget? No Budgeted Amount \$ _____ If not budgeted explain:	Program is... NEW
Is this a Bid Award? No Bidders and Bid Amounts – Attach a Summary of Bids Received	Subject to Annual Renewal? No Renewal Date: _____
What process was used? _____ Informal Bid _____ RFP _____ Bid _____ RFQ XX _____ Other (explain) Owner Request	Is this a Grant? Yes / No
Is this to be communicated to the Public? No _____ Press Release _____ Newsletter Article _____ Other _____ Channel 10 _____ City website	What is the City's Match?
Purchase Amount:	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirement? No

SUMMARY: Request by Jeff Crane, developer of Roubideau Reserve Subdivision to remove pipe from UVWUA Ditch which was piped as part of subdivision but has created controversy on pipe not being sized large enough and that open ditch collected seep water and runoff water which now flows onto lot owners properties.

MEMO



Community Development

www.cityofdelta.net

360 Main St. • Delta, Colorado 81416
Phone (970) 874-7903 • Fax (970) 874-6931

Date: January 17, 2012
To: Mayor, City Council and City Manager
From: Glen L. Black, Director of Community Development
Re: Roubideau Reserve HH Lateral Ditch Pipe Removal

GLB

RECOMMENDATION

Planning Commission has recommended that City Council would approve the removal of the pipe in the ditch known as the HH Lateral in the Roubideau Reserve Subdivision.

BACKGROUND

Planning Commission reviewed a presentation by Roubideau Reserve Developer Jeff Crane at their regular meeting on January 9, 2012 (please see attached staff report and draft minutes).

- Owner: Roubideau Reserve HOA, UVWUA
- Location: Roubideau Street west of 1800 Road
- Zone District: R-R

Several of interested parties also attended the meeting including

- Mark Youngwirth and James Conner – both who are downstream users of the HH Lateral Ditch
- R B Williams who is the owner of the house located on Lot 10
- Paul Senteney who owns the property upstream (south) of the HH Lateral Ditch

COST

No costs would be incurred by the City.

ACTION TO BE TAKEN IF APPROVED

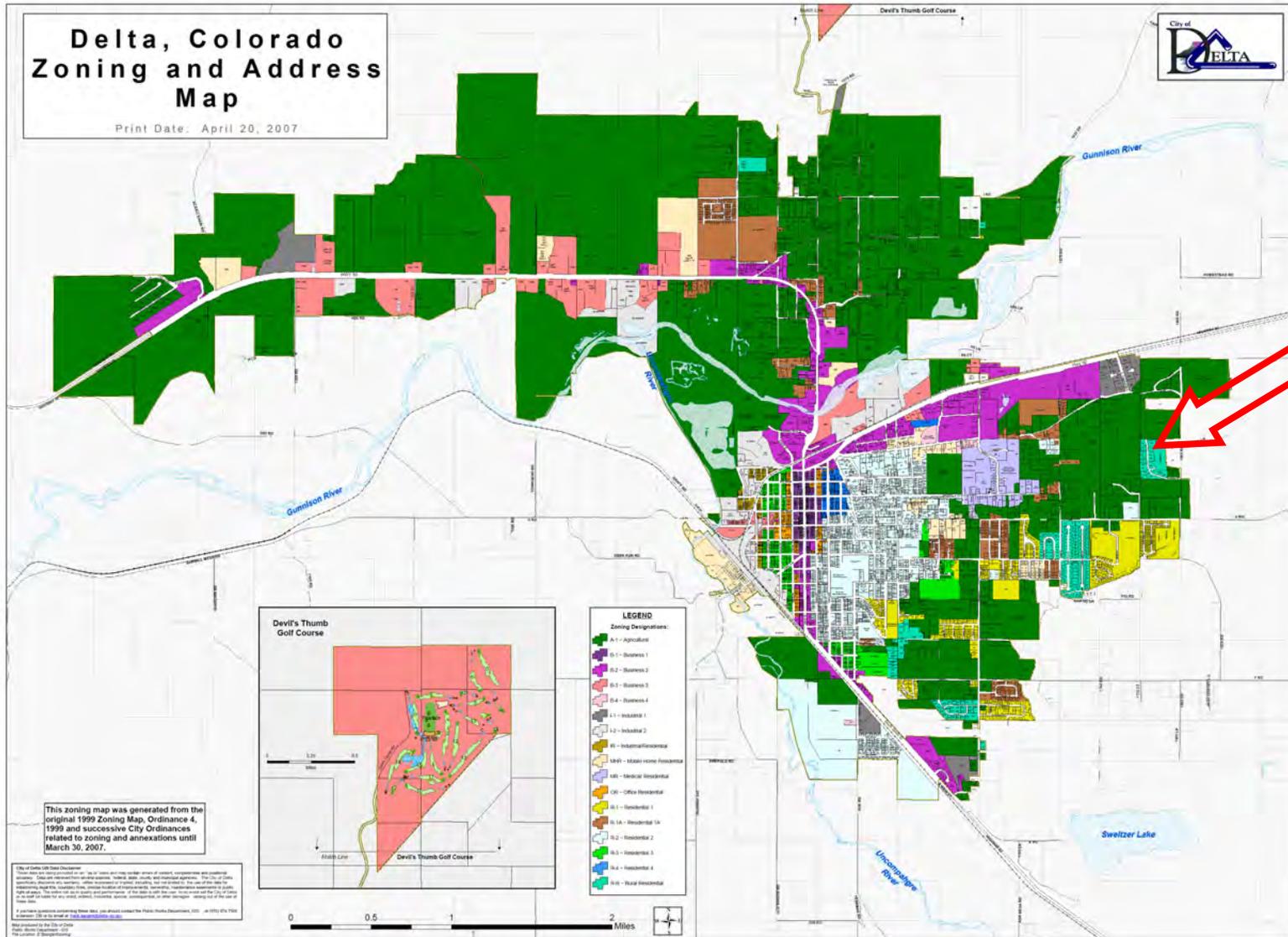
Staff will notify all concerned parties of Council's decision.

SUGGESTED MOTION

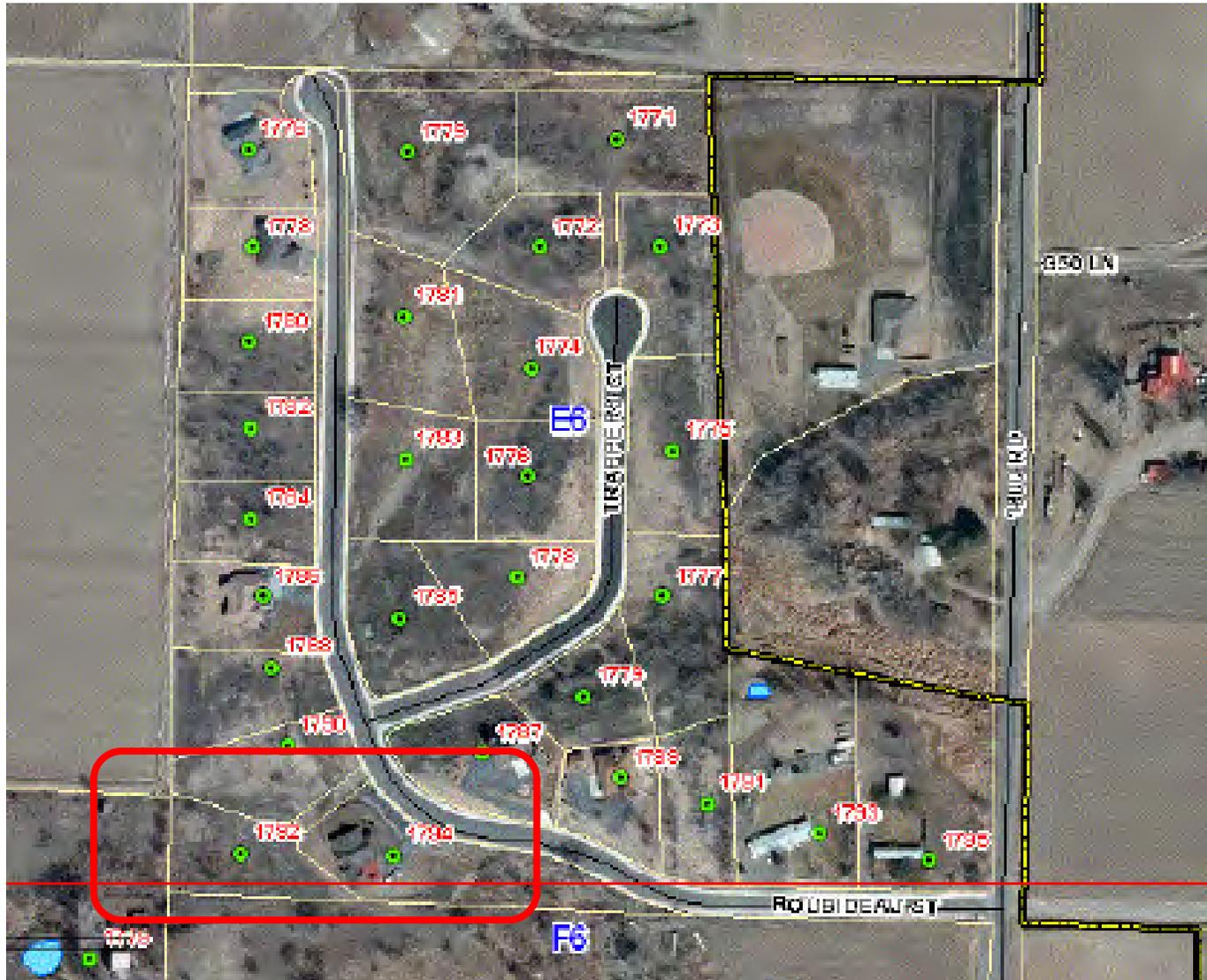
I would move Council **grant (deny)** the request to remove the pipe from the UVWUA ditch know as the HH Lateral where said pipe crosses Lots 9 and 10 of Filing 1 of the Roubideau Reserve Subdivision.

Thank you for your attention.

Vicinity Map



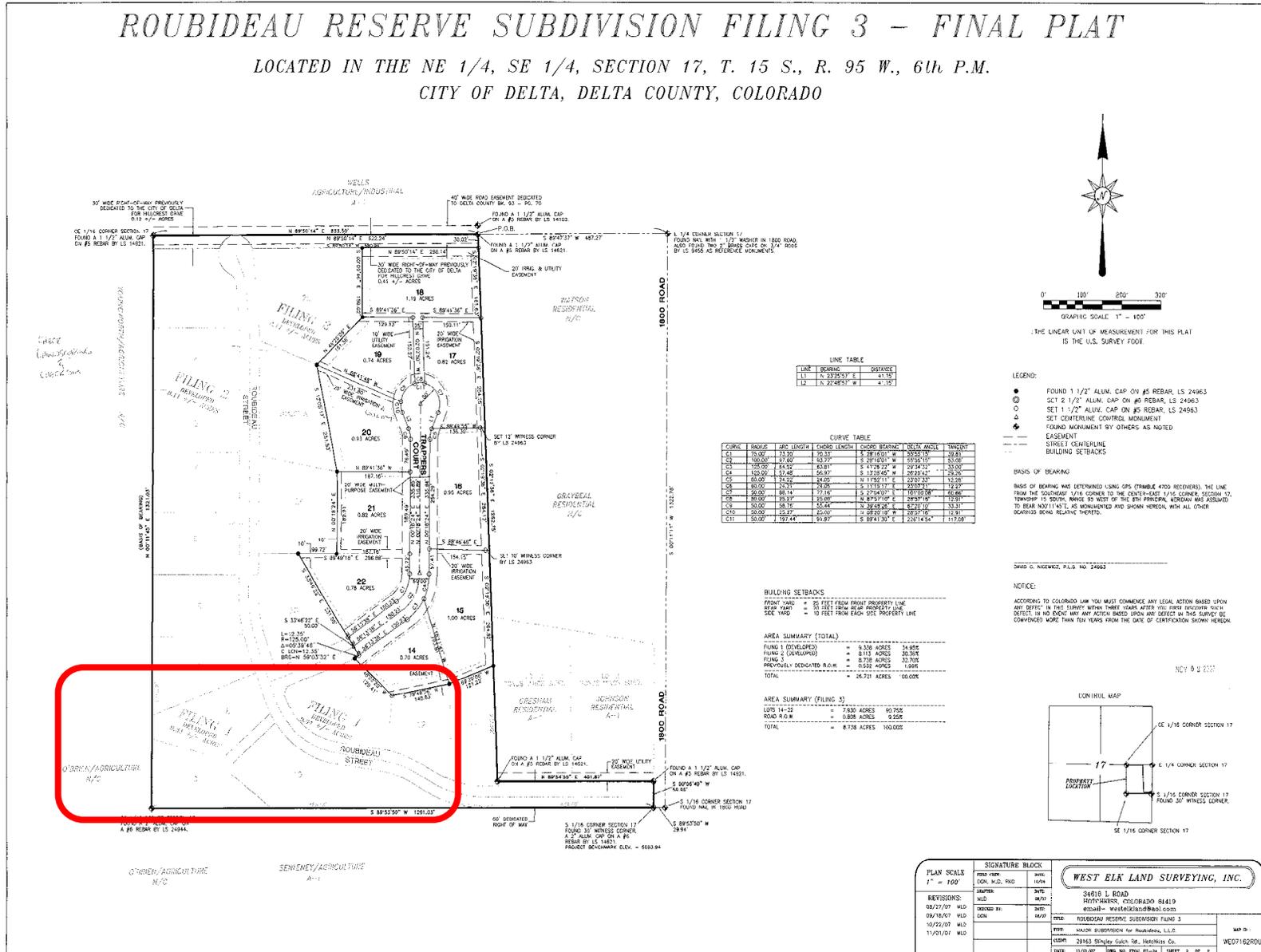
Aerial Photo



ROUBIDEAU RESERVE SUBDIVISION FILING 3 – FINAL PLAT

LOCATED IN THE NE 1/4, SE 1/4, SECTION 17, T. 15 S., R. 95 W., 6th P.M.

CITY OF DELTA, DELTA COUNTY, COLORADO



GRAPHIC SCALE: 1" = 100'

THE LINEAR UNIT OF MEASUREMENT FOR THIS PLAT IS THE U.S. SURVEY FOOT.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S. 82°25'51" E	41.15'
L2	N. 22°48'51" W	4.15'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	75.00'	23.00'	20.33'	S. 28°10'01" W	20.83°	28.83'
C2	130.00'	14.30'	10.81'	S. 41°29'22" W	22.94°	33.00'
C3	50.00'	12.45'	8.67'	S. 12°28'30" W	20.92°	5.00'
C4	50.00'	12.45'	8.67'	N. 11°29'11" E	20.92°	12.25'
C5	25.00'	6.22'	4.33'	S. 27°47'01" W	10.46°	6.48'
C6	50.00'	12.45'	8.67'	N. 42°47'10" E	24.91°	12.21'
C7	50.00'	12.45'	8.67'	N. 22°48'51" E	20.92°	33.31'
C8	50.00'	12.45'	8.67'	S. 88°41'30" E	22.14°	117.08'

- LEGEND:
- FOUND 1 1/2" ALUM. CAP. ON #5 REBAR, LS 24963
 - SET 1 1/2" ALUM. CAP. ON #5 REBAR, LS 24963
 - SET 1 1/2" ALUM. CAP. ON #5 REBAR, LS 24963
 - SET CENTERLINE CONTROL MONUMENT
 - FOUND MONUMENT BY OTHERS AS NOTED
 - EASEMENT
 - STREET CENTERLINE
 - BUILDING SETBACKS

BASIS OF BEARING
 BASIS OF BEARING WAS DETERMINED USING GPS (TRIMBLE 4700 RECEIVERS). THE LINE FROM THE SOUTHWEST 1/4 CORNER TO THE CENTER-EAST 1/4 CORNER, SECTION 17, TOWNSHIP 15 SOUTH, RANGE 95 WEST OF THE 6TH PRINCIPAL MERIDIAN, WASHOAN WAS ASSUMED TO BEAR N00°14'41"E AS MONUMENTED AND SHOWN HEREON, WITH ALL OTHER BEARINGS BEING RELATIVE THEREON.

SWAS D. REVEREZ, P.L.S. NO. 24963

NOTICE:
 ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

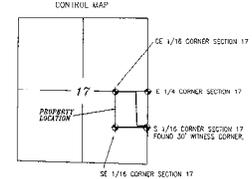
BUILDING SETBACKS
 FRONT YARD = 25 FEET FROM FRONT PROPERTY LINE
 REAR YARD = 50 FEET FROM REAR PROPERTY LINE
 SIDE YARD = 10 FEET FROM EACH SIDE PROPERTY LINE

AREA SUMMARY (TOTAL)

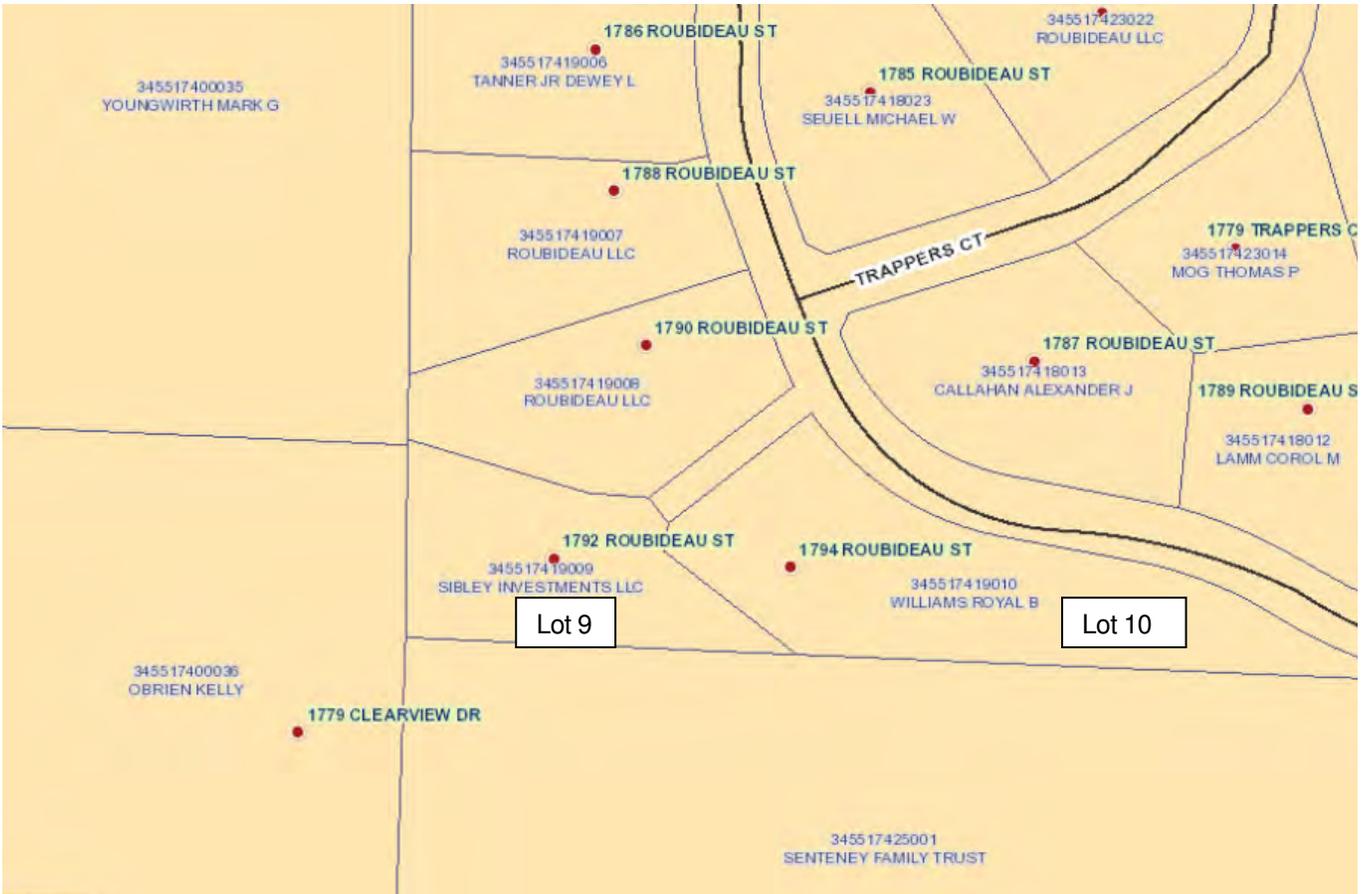
FILING 1 (DEVELOPED)	= 0.338 ACRES	34.85%
FILING 2 (DEVELOPED)	= 0.713 ACRES	39.50%
FILING 3	= 0.758 ACRES	32.70%
UNDEVELOPED DEDICATED R.O.M.	= 1.000 ACRES	1.000%
TOTAL	= 2.809 ACRES	100.00%

AREA SUMMARY (FILING 3)

LOTS 14-22	= 7.830 ACRES	90.75%
ROAD R.O.M.	= 1.000 ACRES	9.25%
TOTAL	= 8.758 ACRES	100.00%



PLAN SCALE	SIGNATURE BLOCK			WEST ELK LAND SURVEYING, INC.
	DATE	DATE	DATE	
1" = 100'	PREP. DATE	DATE	DATE	34818 I. ROAD HAYSTACKS, COLORADO 81419 (970) 874-7903 (970) 874-6931 FAX: (970) 874-6931 WWW.WESTELKLANDSURVEYING.COM
1" = 100'	DATE	DATE	DATE	
1" = 100'	DATE	DATE	DATE	
1" = 100'	DATE	DATE	DATE	
1" = 100'	DATE	DATE	DATE	
1" = 100'	DATE	DATE	DATE	



THE GUNNISON TUNNEL PROJECT

The Uncompahgre Valley Water Users Association

601 North Park Ave. * P.O. Box 69 * Montrose, CO 81402-0069
Phone: 970-249-3813 Fax: 970-249-6830

Delta City Planning
360 Main ST
Delta, CO 81416

December 30, 2004

Attention: Nancy Wood

Input

RE: Roubideau Reserve Subdivision

Dear Delta Planning Personnel:

U.V.W.U.A. has reviewed the Plans for Roubideau Reserve Subdivision situated in the NE1/4SE1/4 Section 17, T15S, R95W, N.M.P.M., City of Delta, Delta County, Colorado.

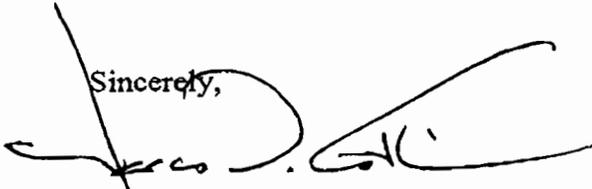
The acreage has irrigation water delivered by the Uncompahgre Valley Water Users Association. No new water delivery structures will be constructed for the proposed subdivision. The irrigation water for this tract of land be delivered through the existing headgate and that the landowners will divide the water at a later date.

U.V.W.U.A. requires the proposed Subdivision continue to be a part of The Ponds Subdivision Home Owners Association that provides for the account for the irrigation water delivered to this acreage.

The Water Users "HH" Lateral Canal flows thru the southwest corner of proposed Subdivision. If buried in pipe, U.V.W.U.A. will require a 25-foot (12 1/2-foot both sides of center) operation and maintenance easement for the "HH" Lateral Canal. If not buried in pipe, a 40-foot (20-foot from center) operation and maintenance easement will be required.

With the compliance of these requirements, we would have no objection to the proposed subdivision.

Sincerely,



Marcus W. Catlin
Manager U.V.W.U.A.

LAW OFFICES OF
BROWN, SCHOTTELKOTTE, STIMPert & VAUGHN, LLC
550 PALMER ST., SUITE 201
P.O. BOX 43
DELTA, COLORADO 81416-0043

James D. Brown
Michael R. Schottelkotte
Marc R. Stimpert †
Michael D. Vaughn

A. Allen Brown (1904-1983)

Telephone 970-874-4451
Fax 970-874-7433

†Also Admitted in Wyoming
and Oklahoma

May 2, 2011

Mr. Larry Ziegler
Attorney at Law
Cedaredge, CO 81413
Fax No.: 856-6210

Re: Roubideau Reserve Subdivision

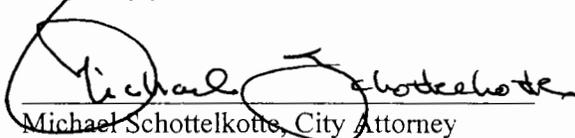
Dear Larry:

My understanding is that you are planning to meet with developer Jeff Crane and others to discuss complaints of your clients related to Mr. Crane's development of the Roubideau Reserve Subdivision. It is my further understanding that the meeting has been scheduled to occur sometime in the next few days and that two City of Delta employees, Building Department Head Glen Black and City Engineer Jim Hatheway, will attend the meeting at Mr. Crane's request.

The City's voluntary presence at the forthcoming meeting should not be taken by you, Mr. Crane or other attendees as any recognition or assumption of municipal liability for complaints that your clients are making against Mr. Crane in this matter. The attending City employees may try to determine to what, if any, extent the City might flex on its applicable development regulations in order to help the feuding private parties achieve a settlement of their conflict. No one at the meeting should ask or expect the City to make contributions of money or labor needed to correct any problems caused by the development. I have advised the City that its exercise of ordinary governmental authority to regulate subdivisions does not expose it to liability for problems experienced by neighboring parties as a result of subdivision development.

If you have any questions, please let me know. Thanks very much for your consideration.

Very truly yours,


Michael Schottelkotte, City Attorney

MS:tmk

cc: Glen Black and Jim Hatheway
Mr. Jeff Crane, and any other persons who may be in attendance at the subject meeting

ROUBIDEAU RESERVE HOA SPECIAL MEETING

JUNE 1, 2011

ATTENDANCE: Jeff Crane, Diane Hackl, Alex Callahan, Marvin Ryan, Christian Johnson, Dewey Tanner, Rob Loveland, JoAnn DiBitonto, RB Williams

1. Identify Irrigation Issues:

South Side:

- 1. 15" pipe does not have enough capacity to handle water; pipe sized by UVWUA for UVWUA water, but doesn't handle surface runoff from Senteney property to the south or rain events.**
- 2. High groundwater in this area; RB gets flooded by subsurface water**

West Side:

- 1. Youngsworth (neighbor to the west) claims not getting enough water to satisfy his right; Youngsworth has historically used more than his actual shares to irrigate and would like to continue to be able to do this. Calculations would indicate that the 15" pipe should carry enough to satisfy his right, but perhaps not all the water he has historically used.**
- 2. Youngsworth wants water separated, claims Roubideau stealing water**
- 3. Roubideau needs a share of water in ditch to use ½ cfs wastewater right. This obscure law has only recently come to light with this dispute. Currently, Roubideau doesn't have any shares in this ditch. Would need to negotiate with Dan Gresham regarding moving a share from the top of subdivision (at entrance) to this ditch. UVWUA amenable to moving share, but Gresham may want to see Youngsworth issues satisfied before he agrees to moving a share.**
- 4. Youngsworth would like to have all Roubideau stand pipe taps removed from 15" line along west side.**

Alex wanted to know if there was any documentation to original agreement to pipe water at time of development with Youngsworth. There was not; the agreement was made in a "work with your neighbor" kind of way.

Alex makes point that when irrigation system was installed it worked and delivered water and still can. He feels HOA not responsible for changes to irrigation system. However, without a share in the western ditch, Roubideau does not have any rights over there which leaves western lots without irrigation water.

Jeff explains option of using Roubideau's 6.7 shares of water delivered at the top of the subdivision and creating a pressurized system. There is already an irrigation line from east side to west and by installing some valves and additional pipe along the west side (separate from Youngsworth) a pressurized system could be created to service Lots 1-10. This solution would keep Roubideau's water separate and supply irrigation with less but more consistent water. Rob Loveland would like to see the calculations run to be sure there is adequate water for this idea.

With a pressurized system, perhaps Roubideau abandons it's ½ cfs wastewater right on west side? Loveland disagrees with forfeiting ½ cfs of water on west side because it is a substantial amount of water comparative to 6.7 shares. Loveland also concerned pressurized cistern more complicated and expensive.

If Roubideau doesn't have a right in the south side ditch/pipe, who is responsible for the maintenance, delivery and liability of this ditch? UVWUA? Youngsworth and Connors? City of Delta? Homeowners?

Loveland understands and respects Youngsworth's need to protect/guarantee his water right. He can understand that as Roubideau builds out Youngsworth would feel more and more threatened without any sort of separation of measuring of water.

There was agreement that Youngsworth's water needs to be measured to eliminate any dispute that he is not receiving the water he is due. There were suggestions to put in a weir at the SW corner and at his turn out half way down the west side.

Marvin Ryan asked whether the Covenants have any kind restriction on amount of water each lot can use. Perhaps that should be considered.

Jeff Crane got some estimates from Brian Wells for pipe work:
\$9000 to install 2nd 15" pipe on South Side to carry more flow (\$24/ft installed)
\$7500 to install 6" pipe on west side to create pressurized system (\$6.75/ft installed)

Alex Callahan would like to know the cost of pipe vs labor.

There was discussion regarding the complete removal of the 15" pipe along the south side. This would satisfy the ability for much larger amounts of water to move through, catch any surface water coming off of Senteney's property to the south and help alleviate some of the subsurface water issues by intercepting groundwater at a lower level.

Loveland suggested leaving the pipe in and digging a ditch next to it to catch overflow, surface runoff and subsurface waters. Or creating a swale on top of existing pipe. Currently there is a swale on top of existing pipe, but it is not carrying the volume of water necessary nor catching any subsurface water.

RB and Joann would like to see pipe out, but continues to be concerned about possibility of pets and children falling in ditch. Possibly a fence or grating over the ditch section on their property would satisfy their concerns.

Christian Johnson suggesting we pursue both options: pressurized irrigation system and moving a share into south/west ditch to try and maintain ½ cfs right.

Need further info before making any decisions:

1. Buckhorn Geotech is currently evaluating conditions on south side and will make a recommendation as to how best address both flow and groundwater issues.
2. Need to run calculations on pressurized system to be sure 6.7 shares can satisfy needs.
3. Contact and confirm Greshams position on moving a share of water.

Discussion will continue via email with hard copies delivered to RB and Joann as they don't have email. Future meeting will be called as necessary.

Nov 18, 2011

Attendance: Tom Mog, Dewey and Patty Tanner, Jeff Crane, and Diane Hackl

Purpose: To review Roubideau Reserve subdivision water issues along SW and W property lines and to plan how to move forward with improving irrigation water delivery within subdivision.

Summary: After lengthy review, taking the pipe out of SW corner that crosses Lots 8,9 and 10 seems to be the best solution for alleviating a number of concerns: 1) that the SW ditch be able to handle a larger amount of flow that is sometimes present without backing up and possibly flooding Lot 10, 2) that the landowner to the west receive the historic flows he has received in the past, and 3) that the landowner to the south be able to fully irrigate his property and that the wastewater will be caught by the ditch. While this situation has been reviewed by several engineers, none will write a letter certifying that removing the pipe will solve all the issues. There still remains a risk that an open ditch could cause seepage issues. The City of Delta originally mandated that all ditches be piped, but given our unique situation they have indicated that if the HOA, and in particular owners of Lots 8, 9, and 10 are ok with the removal of the pipe and give written consent, then the city would likely approve a variance for the pipe's removal. RB Williams and Joann DiBitonto, owners of Lot 10, have given their consent to the removal of the pipe, as has Bert Sibley and Roubideau, LLC, owners of Lots, 9 and 8 respectively. Williams and DiBitonto continue to have liability concerns regarding an open ditch. A fence will need to be installed along their portion of the ditch.

Additionally, in order to improve the delivery of the Roubideau Reserve's current 6.7 shares of UVWUA irrigation water, the HOA has discussed creating a closed, pressurized system. This would entail bringing the water from the top of the subdivision, where the road enters the subdivision, across the subdivision in existing pipe to the west side. It would require capping the pipe on the west side to create the closed system. The flow will not be as abundant, but it will be pressurized and consistent. Additional pipe will need to be installed along the west side to separate the subdivision water from Youngsworth's water. Mark Youngsworth, the western neighbor, has agreed to pay for ½ of pipe that will be installed along west side if we take out the pipe along the SW corner, discussed above. Dewey Tanner noted the desire to maintain the subdivisions wastewater rights on the SW ditch even if not currently using them.

It was agreed that every homeowner should install a cistern to create a reservoir from which to irrigate. It was noted that this has always been recommended in the covenants. This may lead to the need to make restrictions on delivery orifices or watering schedules somewhere in the future as the subdivision develops.

Installing the western property pipe is proposed for February 2012. New quotes for the work, removing the SW pipe and installing additional pipe along west boundary will be obtained from Brian Wells. Previous quotes were obtained, but are no longer accurate since Youngsworth has agreed to pay for ½ of the western pipe. The quote will distinguish between pipe costs and labor.

It is proposed that HOA funds be used to fund the project. The change in the system is an improvement to the existing system providing pressurized, consistent water with undisputed water rights. Tom Mog echoed Alex Callahan's past feeling that the issue is the developer's responsibility. Jeff Crane explained the subdivision owns 6.7 shares of UVWUA water to be shared and used by all homeowners without promise of any certain amount of water to each lot. The HOA currently has \$7800 in the bank. Dewey Tanner recognized that Roubideau, LLC is still the majority HOA holder and that it contributes more than ½ of the HOA funds. Tanner agreed that it would be an appropriate use of the HOA funds to move forward and solve these issues.

The next steps to move forward will be:

- 1) Obtain estimate from Wells for new plan based on Youngsworth paying for half of pipe on west side.
- 2) Submit a proposal to all HOA homeowners for vote. If there is not a consensus, the decision will go to majority vote.
- 3) Draft a letter from HOA to bring to City Council to ask for a variance to remove SW pipe.

Thank you for reviewing these minutes. As always, please feel free to contact Jeff or I with any questions or concerns.

Sincerely,

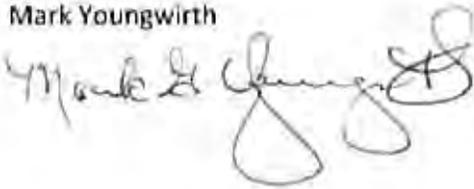
Jeff Crane and Diane Hackl

Dec. 29, 2011

To: Roubideau Reserve HOA

I am in agreement with removing the pipe and putting the ditch that supplies irrigation water for Jim Conner and Mark Youngwirth, back into an open ditch as it was prior to the pipe being installed. The section of ditch referred to is that part from where it currently leaves Paul Senteney's property to the concrete box near the SE corner of Mark Youngwirth's property but within Roubideau Reserve. The ditch, which would include the easement/access for the cleaning of and maintenance of said ditch, should allow the water to flow uninterrupted and freely downstream, and should be of a size large enough to handle irrigation water, wastewater, and potential rain or storm runoff at any one time.

Mark Youngwirth

A handwritten signature in black ink, appearing to read "Mark Youngwirth". The signature is written in a cursive, somewhat stylized script. The first name "Mark" is written in a simple, slightly slanted cursive. The last name "Youngwirth" is more complex, with a large, looping "Y" and a "w" that has a large, circular flourish at its end. The signature is positioned to the right of the printed name "Mark Youngwirth".

Dec, 29, 2011

To: Roubideau Reserve HOA

I am in agreement with removing the pipe and putting the ditch that supplies irrigation water for Jim Conner and Mark Youngwirth, back into an open ditch as it was prior to the pipe being installed. The section of ditch referred to is that part from where it currently leaves Paul Senteney's property to the concrete box near the SE corner of Mark Youngwirth's property but within Roubideau Reserve. The ditch, which would include the easement/access for the cleaning of and maintenance of said ditch, should allow the water to flow uninterrupted and freely downstream, and should be of a size large enough to handle irrigation water, wastewater, and potential rain or storm runoff at any one time.

Jim Conner



January 3, 2012

Jeff Crane
Roubideau Reserve HOA
140 Ash Lane
Carbondale, CO 81623
(970) 261-5043

My name is Bert Sibley, I own Sibley Investments, LLC, which holds title to Lot 9 in Roubideau Reserve in Delta County. Jeff, you have my permission to go on my property, with Brian Wells, who will be doing the work and remove the pipe that was put in the ditch running east to west on lots 8,9 & 10 to restore the ditch back to its original state (Open Ditch). You or anyone else that enters my property will be doing so at their own risk. Be sure anyone who enters the property is aware of that.

Thanks,

Bert

Jan 2, 2012

To: Roubideau Homeowners Assoc.

Subj: Remove pipe from U.V. Water
Use corr. Ditch & reconstruct
ditch to its original condition.



I recently met with Jeff Crane and Mark Youngwirth to discuss this project. Mr Crane asked if I would be willing to allow a portion of the ditch between Mr. Williams's property and my property to be repositioned slightly so that it occupied my property. I stated I would allow this if I and Mr. Youngwirth could be present during construction and approve the location. If this is satisfactory, then I do approve the relocation.

Paul Lentney

THE GUNNISON TUNNEL PROJECT
The Uncompahgre Valley Water Users Association
601 North Park Ave. * P.O. Box 69 * Montrose, CO 81402-0069
Phone: 970-249-3813 Fax: 970-249-6830

January 3, 2012

Jeff Crane
President
Roubideau Reserve Homeowners Association
140 Ash Lane
Carbondale, CO 81623

Dear Jeff,

Uncompahgre Valley Water Users Association has no problem with Roubideau Reserve Homeowners Association doing the work to remove the pipe in the HH Lateral located in the southwest corner of the Association property and returning the HH Lateral to an open ditch.

The HH Lateral is a UVWUA Lateral, which is operated and maintained by UVWUA.

If you have any questions regarding this, please feel free to call.

Sincerely,



Steve Fletcher
Manager
Uncompahgre Valley Water Users Association



DISCUSSION REGARDING PIPING OF HH LATERAL

Glen Black, Director of Community Development, reviewed the request from the applicant to open up the portion of the HH Lateral, Uncompahgre Valley Water Users ditch, that runs through the Roubideau Subdivision. Mr. Black stated that Delta Municipal Code section 16.04.070.H requires that all ditches be piped unless meeting the requirements for exceptions. Mr. Black informed the Planning Commission that Council has heard the request and is requesting Planning Commission's input regarding the ditch. Additionally, Mr. Black stated that before the Roubideau Subdivision was developed, the HH Lateral ditch was an open ditch.

Mr. Black, the residents and property owners gave a brief history of the HH Lateral ditch. The HH Lateral was an open, 4 foot wide ditch that provides irrigation water to Mark Youngwirth's and James Conner's property and the ditch also collected waste water from Paul Senteney's field. Now that a portion of the ditch is piped, it cannot collect waste water or storm water and consequently water drainage has been a problem for RB William's property. Since the piping of the ditch, Mr. Williams has installed a French drain around his home, which has alleviated the continual seepage, but not addressed the waste water and storm water issues. Additionally, the Planning Commission was informed that the pipe is a 15" pipe, and at certain times doesn't carry all of the water in the ditch.

Mark Youngwirth, property owner, stated that Uncompahgre Valley Water Users Association had sized the pipe to carry the amount of water shares that is allowed, but that the current sizing does not take into account the amount of waste water and storm water that goes into the ditch.

Paul Senteney, property owner, has agreed to allow a portion of the ditch to be moved to the south on Mr. Senteney's property. One of the reasons for moving the ditch is that there is a power line where the piped ditch is currently, but the main reason to move the ditch is to catch waste water from Mr. Senteney's property.

Glen Black, Director of Community Development, informed the Planning Commission that the only responsibility that the City has regarding the ditch is to have it piped per the City's subdivision regulations. Additionally, Mr. Black stated that the ditch is owned by Uncompahgre Valley Water Users Association and that they have approved the Roubideau Home Owners Association to remove the pipe in the HH Lateral ditch, returning the HH Lateral to an open ditch, and provide an easement for maintenance purposes.

Jeff Crane, applicant, informed the Planning Commission that the discussion regarding the HH Lateral with the property owners near the Roubideau Subdivision and the Roubideau Home Owners Association has been a long process, but that surrounding property owners and Roubideau Home Owners Association has come to a resolution that it would be best to remove the pipe and restore the HH Lateral back to an open ditch. Mr. Crane stated that restoring the HH Lateral to an open ditch would put more water to Mr. Youngwirth and Mr. Conners and would also alleviate Mr. Williams's water flooding problems and put the responsibility of the ditch back to the Uncompahgre Valley Water Users Association. Mr. Crane requested that the Planning Commission recommend to the City Council to restore the HH Lateral Ditch back to an open ditch.

Members of the Planning Commission requested clarification of how the open ditch would affect lot 9 of Roubideau Subdivision, which is currently owned by Bert Sibley. Mr. Crane stated that the home owners association would install a 24" culvert on the access to the lot. The Planning Commission stated that maybe the



Excerpt From Regular Meeting Minutes-Draft Planning Commission January 9, 2012

culvert should be sized 36” to handle the storm and waste water more effectively, some of the property owners agreed that a bigger culvert may be better. However, the Planning Commission came to a consensus that the homeowners association and affected property owners would be ultimately responsible for sizing the culvert appropriately.

A motion was made by Richard Simmons, seconded by Ginni Selby, to recommend approval of restoring the HH Lateral to an open ditch. All voted yes. Motion passed.



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE:
1/17/12

Name: Joe Kerby

Date Memo/Packet Submitted to City Clerk: 1/13/12

(Due no later than Thursday @ 12:00pm)

Dept: Administration **Description:** Charter Section 141 Ballot Language **Phone:** 874-7909

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? Yes
Included in Current Year Budget? N/A	Program is...
Budgeted Amount \$ _____ If not budgeted explain:	TEMPORARY
Purchase Amount \$ _____	
Is this a Bid Award? No	Subject to Annual Renewal? No
Bidders and Bid Amounts – Attach a Summary of Bids Received	Renewal Date: _____
What process was used? N/A _____ Informal Bid _____ RFP _____ Bid _____ RFQ _____ Other (explain)	Is this a Grant? No
	What is the City's Match?
Is this to be communicated to the Public? Yes ___X___ Press Release _____ Newsletter Article _____ Channel 10 _____ City website _____ Other	Is an Ordinance Required? No
	Is Resolution Required? Yes
	Are there any publishing requirements? Yes

SUMMARY: Per City Council's direction the City Attorney has prepared a resolution to refer to voters a question and setting the ballot language for April 2012 Ballot item. The question addresses contractual powers and how the term of contracts are currently in ended to be restricted to the remaining term of the majority on City Council.

RESOLUTION NO. _____, 2012

**A RESOLUTION OF THE CITY COUNCIL OF DELTA, COLORADO
REFERRING TO CITY VOTERS A QUESTION CONCERNING
AMENDMENT OF SECTION 141 OF THE DELTA MUNICIPAL CHARTER.**

WHEREAS, the City Council of Delta, Colorado finds certain portions of Section 141 of Delta's Municipal Charter (hereinafter referred to as "the City Charter") to be archaic, confusing and unduly restrictive of the City's ability to enter certain contracts deemed to be in the City's vital long-range interests; and

WHEREAS, the Council believes that neither State law, nor the charters of other home rule cities like Delta, impose restraints upon the general contractual powers of municipalities similar to those imposed by Section 141 of the City Charter; and

WHEREAS, the Council believes that Section 141 of the City Charter should be amended to provide more reasonable and customary flexibility for the City in future contract settings, and

WHEREAS, any modification of the City Charter requires prior approval by the City's eligible voters in accordance with provisions of Section 150 of said Charter and Article XX, Section 5 of the Colorado constitution.

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

Section 1. The measure set forth in Section 2 of this resolution is hereby referred for election by the eligible voters of the City of Delta at the forthcoming election set for April 3rd, 2012.

Section 2. The ballot title and text of the measure is hereby fixed to read verbatim as follows:

REFERRED MEASURE "1A" OF THE CITY OF DELTA

SHALL SECTION 141 OF THE DELTA MUNICIPAL CHARTER BE AMENDED TO HEREAFTER PROVIDE AS FOLLOWS:

141. Contractual Powers. Subject to all limitations otherwise provided by this Charter and by applicable Colorado law, the City Council shall be vested with authority to decide and act upon all aspects of contracts in a manner determined to be in the City's best interests. By ordinance, resolution or motion the City Council may authorize the City Manager to execute particular contracts on the City's behalf. The City Council by ordinance shall have the power to sell real estate and real property of the City which is found by the Council not to be presently used or presently needed for any public purpose. The City Council shall have no power to sell, abandon, grant, or otherwise dispose of any title or right of the City to any water works, ditches, gas works, electric light plant and works, or other public utilities,

public buildings, or real property used or held for park purposes, until the question of said sale and terms and consideration thereof shall be submitted at a regular or special election and approved by a majority of the voters casting votes on said issue at such election.

Section 3. Any protest to the ballot title must be filed in writing with the City Clerk within ten days of the date of this resolution. The City Council will resolve any protests following a hearing thereon with published notice thereof.

Section 4. The officers and employees of the City are hereby authorized and directed to take all action necessary or appropriate to accomplish the provisions of this Resolution.

Section 5. All actions not inconsistent with the provisions of this Resolution previously taken by the members of the City Council and by the officers and employees of the City directed toward holding the election for the purposes stated herein and otherwise provided by election laws are hereby ratified and confirmed; and all prior inconsistent actions and orders are hereby withdrawn and repealed.

ADOPTED AND APPROVED this _____ day of January, 2012 .

Mayor

Attest:

City Clerk



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE: January 17, 2012 **Date Memo/Packet Submitted to City Clerk:** January 12, 2012
(Due no later than Thursday @ 12:00pm)

Name: Glen L. Black **Dept:** Community Development **Phone:** 970-874-7903
Description: Disconnection of Jennings Landing No. 3

...ALL QUESTIONS must be answered...

Discussed with City Manager? Yes	Reviewed by City Attorney? Yes
Included in Current Year Budget? Yes Budgeted Amount \$ __N/A_____ If not budgeted explain:	Program is... NEW
Is this a Bid Award? No Bidders and Bid Amounts – Attach a Summary of Bids Received	Subject to Annual Renewal? No Renewal Date: _____
What process was used? N/A ____ Informal Bid ____ RFP ____ Bid ____ RFQ _XX_ Other (explain) Request by owner	Is this a Grant? No
Is this to be communicated to the Public? Yes ____ Press Release ____ Newsletter Article _XX_ Other ____ Channel 10 ____ City website	What is the City's Match? N/A
Purchase Amount:	Is an Ordinance Required? Yes Is Resolution Required? No Are there any publishing requirement? Yes

SUMMARY: Second reading of Council Bill #1, 2012, Disconnection of a portion of Jennings Landing No. 3

COUNCIL BILL # 1, 2012

2012

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO
DISCONNECTING FROM THE CITY'S TERRITORIAL LIMITS A
PORTION OF PROPERTY PREVIOUSLY ANNEXED UNDER THE
NAME OF JENNINGS LANDING #3.**

WHEREAS, property known as Jennings Landing #3 was previously annexed by City of Delta Ordinance # 18, 2007; and

Whereas the property owner has applied for disconnection from the City's territorial limits of part of the same property, as more particularly described on attached Exhibit A and on the map of the pertinent part prepared by E. Schaaf and Associates under the date of _____; and

Whereas, the disconnection sought by the property owner is governed by the provisions of C.R.S. 31-12-501; and

Whereas, the Delta City Council has determined, in accord with said statute, that the best interests of the City will not be prejudiced by allowing the requested disconnection.

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

Section 1. That part of Jennings Landing #3, more particularly described on the attached Exhibit A, is hereby disconnected from the territorial limits of the City of Delta.

Section 2. This ordinance and the aforementioned map of the area of property disconnected hereby shall be promptly recorded in the public records of Delta County, Colorado.

Section 3. Nothing herein is intended to preclude future re-annexation of said property if and when such action is determined to be necessary and proper.

ADOPTED ON FIRST READING AND ORDERED PUBLISHED THIS _____ DAY OF JANUARY, 2012.

Mayor

ATTEST:

City Clerk

ADOPTED AND ORDERED PUBLISHED ON SECOND AND FINAL READING ON
_____, 2012.

Mayor

ATTEST:

City Clerk

Exhibit A

LEGAL DESCRIPTION Of a Portion of Jennings Landing Addition No. 3 to be disconnected

Beginning at a point on Colorado State Highway 50 Right of Way, Southgate Addition and Highway Addition Annexation; thence S 41°43'00" E a distance of 717.97' along the boundary of the Southgate Addition; thence the following along the boundary of the South Garnet Addition: S 41°08'00" E a distance of 132.17' and S 48°18'00" E a distance of 152.11'; thence along the boundaries of the South Garnet, Jennings Landing No. 1 and Jennings Landing No. 2 Additions S 40°04'09" E a dist. of 381.17'; thence S 71°02'00" E a distance of 116.60'; thence S 45°46'00" E a distance of 201.00'; thence S 48°53'15" E a distance of 134.34'; thence S 48°59'00" E a distance of 108.43' to the end of the Jennings Landing No. 3 Addition: thence along the boundary of Colorado State Highway 50 S 48°59'00" E a distance of 270.77'; thence along the boundary of Colorado State Highway 50 S 41°54'00" E a distance of 145.40'; thence S 40°39'00" E a distance of 280.00'; thence S 57°18'00" E a distance of 267.60'; thence S 81°40'30" E a distance of 291.00'; thence S 89°32'00" E a distance of 309.20'; thence S 00°28'00" W a distance of 2.66' to a fence on the North side of E Road; thence Along said fence and a extension of a line to the property described in book 924 page 548 Delta County S 89°58'10" E a distance of 1251.24'; thence along said property S 01°05'00" W a distance of 27.53', to that property as described in book 801 page 574 Delta County; thence along said property N 89°56'51" E a distance of 339.89'; thence S 54°25'29" E a distance of 59.98'; thence S 22°58'29" E a distance of 168.25'; thence S 67°35'29" E a distance of 190.74': thence S 29°33'09" E a distance of 402.66'; thence S 36°23'09" E a distance of 304.00'; thence S 46°03'09" E a distance of 420.00'; thence S 35°13'09" E a distance of 156.00'; thence S 80°13'09" E a distance of 249.00'; thence S 89°56'24" W a distance of 330.32'; thence S 00°09'38" W a distance of 1319.86'; thence S 89°59'50" W a distance of 360.93'; thence N 54°43'32" W a distance of 1745.09'; thence N 35°44'29" W a distance of 242.97'; thence N 51°59'29" W a distance of 128.20'; thence N 48°30'59" W a distance of 84.20'; thence N 49°56'29" W a distance of 236.20'; thence N 42°27'29" W a distance of 544.18'; thence N 00°09'24" W a distance of 717.34' to the boundary of State Highway 50; thence along said boundary of State Highway 50 S 89°07'00" W a distance of 232.00'; thence N 88°14'30" W a distance of 309.20'; thence N 74°34'30" W a distance of 79.00'; thence N 89°32'00" W a distance of 33.13'; thence S 48°57'39" W a distance of 246.97'; thence N 41°03'00" W a distance of 2669.77' to a point on the Highway Addition; thence N 00°07'00" E a distance of 234.10', along the boundary of the Highway Addition to the point of beginning, having an area of 122.01 acres more or less.

Total Perimeter of disconnection 16592.67 Ft.



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE:
01/17/2012

Name: Jolene Nelson

Date Memo/Packet Submitted to City Clerk: 1/12/2012

(Due no later than Thursday @ 12:00pm)

Dept: City Clerk

Description: Hotel/Restaurant Liquor License Renewal for Ocean Pearl Delta

Phone: 874-7902

...ALL QUESTIONS must be answered...

Discussed with City Manager? No	Reviewed by City Attorney? No
Included in Current Year Budget? N/A Budgeted Amount \$ _____ If not budgeted explain: Purchase Amount \$ _____	Program is... ONGOING
Is this a Bid Award? No Bidders and Bid Amounts – Attach a Summary of Bids Received	Subject to Annual Renewal? Yes Renewal Date: _____
What process was used? _____ Informal Bid _____ RFP _____ Bid _____ RFQ _____ Other (explain) <u> X </u> N/A	Is this a Grant? No What is the City's Match?
Is this to be communicated to the Public? No _____ Press Release _____ Newsletter Article _____ Channel 10 _____ City website _____ Other	Is an Ordinance Required? No Is Resolution Required? No Are there any publishing requirements? No

SUMMARY: Hotel/Restaurant Liquor License Approval for Ocean Pearl Delta.



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

MEMO

To: City Council, City Manager
From: Jolene Nelson, City Clerk
Date: January 12, 2012
Subject: Hotel/Restaurant Liquor License Renewal for Ocean Pearl Delta

Recommendation

Staff recommends approval of the Hotel/Restaurant License Renewal for Ocean Pearl located at 109 Main Street. The Police Department's report and recommendation is attached.

Background

The current liquor license expires February 25, 2012.

Cost

There is no cost to the City to renew this license. The applicant has paid his \$500 renewal fee to the State, and his \$150 City license renewal fee, along with the City's \$400 liquor occupation tax for a hotel/restaurant liquor license.

Action to be Taken if Approved

The Mayor and Clerk will sign the renewal application, and the Clerk will mail it to the State, who will review the application and issue the State license.

Suggested Motion

I move to approve the hotel/restaurant liquor license renewal for Ocean Pearl Delta.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**



OCEAN PEARL DELTA
 COSE FINANCIAL SRVS
 PO BOX 1931
 GLENWOOD SPRINGS CO 81602-1931

License Number 42-55880-0000	License Type 1970
Liability Information 18 011 722110 B 022608	
Business Location 109 MAIN STREET DELTA CO	
Current License Expires FEB 25, 2012	
DEPARTMENTAL USE ONLY	
Total Amount Due	
Total Paid \$	Date

- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application.** If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.

OATH OF APPLICANT		
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.		
Authorized Signature <i>Beach</i>	Date 12-29-11	Business Phone 970-874-1888
Title Member	Sales Tax Number 42-55880-0000	
REPORT AND 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 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.		
Local Licensing Authority for		Date
Signature	Title	Attest

DO NOT DETACH

DO NOT DETACH

DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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 of Revenue may collect the payment amount directly from your banking account electronically.

21

Business Name OCEAN PEARL DELTA	LICENSE NUMBER (Use for all reference) 42-55880-0000	PERIOD 02-13	
TYPE OF LICENSE ISSUED HOTEL AND RESTAURANT LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS	CASH FUND 2320-100(999) \$ 50.00	STATE FEE 1970-750(999) \$ 25.00	CITY 85% OAP 2180-100(999) \$ 425.00

SUB-TOTAL \$ 500.00
 ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999) \$ _____
 TOTAL AMOUNT DUE \$ _____



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

LIQUOR LICENSE RENEWAL RECOMMENDATION

To: City Council

Re: Application of Ocean Pearl LLP
DBA: Ocean Pearl

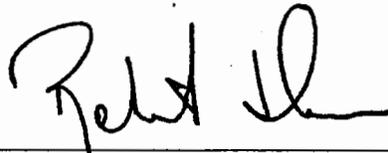
The report sheets show the following liquor violations for the past twelve months for the above named applicant:

No liquor license violations in the past twelve months.

Remarks:

Police Department recommendation:

Recommend liquor license renewal.



Robert Thomas, Chief of Police



CITY COUNCIL MEETING AGENDA ITEM

MEETING DATE:
01/17/12

Name: Chief Robert Thomas **Date Memo/Packet Submitted to City Clerk:** 01/11/12
(Due no later than Thursday @ 12:00pm)

Dept: Delta Police Dept. **Description:** Proclamation **Phone:** 970-275-4895

...ALL QUESTIONS must be answered...

Discussed with City Manager? <input checked="" type="radio"/> Yes / No	Reviewed by City Attorney? Yes / <input checked="" type="radio"/> No
Included in Current Year Budget? Yes / No Budgeted Amount \$ <u>N/A</u> If not budgeted explain:	Program is... <input checked="" type="radio"/> NEW ONGOING TEMPORARY
Is this a Bid Award? Yes / <input checked="" type="radio"/> No Bidders and Bid Amounts – Attach a Summary of Bids Received	Subject to Annual Renewal? Yes / <input checked="" type="radio"/> No Renewal Date: <u>N/A</u>
What process was used? <input type="checkbox"/> Informal Bid <input type="checkbox"/> RFP <input type="checkbox"/> Bid <input type="checkbox"/> RFQ <input type="checkbox"/> Other (explain) <u>N/A</u>	Is this a Grant? Yes / <input checked="" type="radio"/> No
Is this to be communicated to the Public? <input checked="" type="radio"/> Yes / No <input checked="" type="checkbox"/> Press Release <input checked="" type="checkbox"/> Newsletter Article <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Channel 10 <input checked="" type="checkbox"/> City website	What is the City's Match? <u>N/A</u>
Purchase Amount: <u>N/A</u>	Is an Ordinance Required? Yes / <input checked="" type="radio"/> No Is Resolution Required? Yes / <input checked="" type="radio"/> No Are there any publishing requirement? Yes / <input checked="" type="radio"/> No

SUMMARY: See the attached "Memorandum."



MEMORANDUM

To: Mayor, City Council and City Manager

From: Chief Robert Thomas

Date: January 11, 2012

Ref: Proclamation: Delta Children are **"Off Limits to Child Abuse"**

Recommendation

The Mayor and City Council declare Delta children "Off Limits to Child Abuse."

Background

The Dolphin House serves the 7th Judicial District in Western Colorado. Those Counties include: Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel.

The Dolphin House is a child-friendly facility whose purpose is to provide children a safe place to foretell a difficult story during a necessary investigation of child abuse. The Dolphin House offers a home-like environment and supportive services to help children and non-offending family members begin their healing process.

Currently, I serve on the Dolphin House Child Advocacy Board of Directors. In 2011, the Dolphin House provided services to 211 children. Six of those children were victims of physical abuse and 205 children were victims of sexual abuse.

Action To Be Taken If Approved

To educate, advocate and protect victims of child abuse in Delta, Colorado.

PROCLAMATION

OF THE DELTA CITY COUNCIL

REGARDING RECOGNITION OF 2012

BEING OFF LIMITS TO CHILD ABUSE IN DELTA

Whereas, the children of Delta are the key to this community's future , and every child has the right to a happy and healthy childhood, to a loving and nurturing upbringing, and to safety and security at home, at school, and at play; and

WHEREAS, child abuse is a serious problem that has far reaching effects on individuals and on society as a whole, robbing children of their chance for a normal childhood and undermining the foundation of our community by destroying family relationships, traumatizing and scarring each innocent victim of child abuse, and

WHEREAS, programs to prevent child abuse and educate communities on ways to keep their children safe succeed when partnerships are created between and among local government, social service agencies, schools, religious and civic organizations, law enforcement agencies, health care providers, the media, the business community, and parents themselves; and

WHEREAS, we must work together to educate professionals, parents and children in ways to prevent child abuse in our community by becoming more aware of the scope of child abuse and its negative impacts, which will better protecting our children and give parents the support they need to raise their children in a safe, nurturing environment;

NOW THEREFORE, BE IT RESOLVED BY THE DELTA CITY COUNCIL THAT THROUGHOUT 2012 IN THE CITY OF DELTA be proclaimed:

"OFF LIMITS TO CHILD ABUSE"

Attest:

**City Council
Delta, Colorado**

City Clerk Jolene Nelson

Mary Cooper, Mayor

Off Limits

WE HAVE AN OFF LIMITS HOME!

- We regularly talk with our children – no topics are off limits in our home.
- We listen to and believe our kids.
- We don't keep secrets in our family.
- We know how to report suspected child abuse.

WE LIVE IN AN OFF LIMITS COMMUNITY!

- We value children and make their safety and well-being a priority.
- We are aware of the child sexual abuse epidemic and are collectively working to eliminate this major societal problem.
- All staff who work with children know the warning signs of sexual abuse and know how to respond to disclosures and how to report them.

I AM AN OFF LIMITS KID!

- I know I'm the boss of my body.
- I know that it's not okay for other kids, teens, or adults to touch children's private parts.
- I know to say "No," try to get away, and tell a trusted adult if anyone tries to touch my private parts.

OFF LIMITS SAFETY TIPS

- Teach children and teens a "safety-in numbers" rule.
- Avoid letting young children go alone into public restrooms.
- Actively listen to children.
- Establish a "no-secrets" rule in your home.

For more information and/or training call the Dolphin House @ (970) 240-8655

