



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**

**June 18, 2012
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Approval of Fireworks Display by Fire Department (Nelson)**
- F. Purchase Contract with C-VEST, LLC (Hatheway)**
- G. Purchase and Acquisition of the 2012 Garnet Mesa Electric System (Glammeyer) and Customers from DMEA**
- H. Cluster Development, Planned Unit and Zero Lot Line Developments (Walker)**
- I. Burning Restrictions (Walker)**
- J. Side Code Changes (Walker)**
- K. Council Bill #13, 2012; Second and Final Reading (Walker) Supplemental Development Standards**
- L. Resolution #6, 2012; Condemnation of Certain Real Property of the Senteney Family Trust**
- M. City Attorney Comments**
- N. City Manager Comments**
- O. Councilmember Comments**

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, Mary Cooper, and Ray Penick along with Interim City Manager Glen Black 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

City Attorney Michael Schottelkotte presented a change on page 2 of the May 15, 2012 regular meeting minutes under the title Presentation from Senteney Family Trust Regarding Confluence Drive, paragraph 5, changing "body" to "member" and "present for" to "other person".

Councilmember Penick also presented the following changes:

- May 22, 2012 meeting should read as a Special Meeting
- Page 4, paragraph 8 change "the" to "as the".
- Page 5, paragraph 7 change "&" to "%".
- Page 5, paragraph 10 add "subject to the above address change" after #5458.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the minutes of May 15, 2012 regular meeting and May 22, 2012 special meeting with the above changes. All in favor, motion carried.

Citizen Comments

There were none.

**Public Hearing: Special Events Permit Application
Delta Elks Lodge #1235**

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

Deputy Clerk Renee Neubauer reported that Delta Elks Lodge #1235 has submitted a special events permit application for a cancer awareness dance that will be open to the public on July 14, 2012. They plan to sell malt, vinous and spirituous drinks from 12:00pm to 2:00am. The application is complete and all fees have been paid. A sign notifying the public of this hearing has been posted as required by law and no comments have been received.

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

Regular Meeting, Delta City Council, June 5, 2012 (Cont.)

**Public Hearing: Special Events Permit Application
Delta Elks Lodge #1235 (cont.)**

It was moved by Councilmember Cooper and seconded by Councilmember Raley to approve the Delta Elks Lodge #1235 special events liquor permit for July 14, 2012. All in favor, motion carried.

**Public Hearing: Special Events Permit Application
Delta Area Chamber of Commerce (Cleland Park)**

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

The Deputy Clerk stated that the Delta Area Chamber of Commerce has submitted a special events permit application for July 21, 2012. This event will be held at Cleland Park for Deltarado Days. They plan to sell malt, vinous and spirituous drinks from 11:00am to 5:00pm. The application is complete and all fees have been paid. A sign notifying the public of this hearing was posted as required by law and no comments have been received.

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

It was moved by Councilmember Raley and seconded by Councilmember Jurca to approve Delta Area Chamber of Commerce's special events liquor permit for July 21, 2012 at Cleland Park. All in favor, motion carried.

**Public Hearing: Special Events Permit Application
Delta Area Chamber of Commerce (Horse Country Arena)**

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

The Deputy Clerk stated that Delta Area Chamber of Commerce has submitted a special events permit application for July 21, 2012 at Horse Country Arena. This event is also in conjunction with Deltarado Days. They plan to sell malt, vinous and spirituous drinks from 5:00pm to 10:00pm. The application is complete and all fees have been paid. A sign notifying the public of this hearing was posted as required by law and no comments have been received.

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

It was moved by Councilmember Jurca and seconded by Councilmember Raley to approve Delta Area Chamber of Commerce's special events liquor permit for July 21, 2012 at Horse Country Arena. All in favor, motion carried.

**Public Hearing: Special Events Permit Application
Delta Area Chamber of Commerce (5th Street)**

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

Regular Meeting, Delta City Council, June 5, 2012 (Cont.)

**Public Hearing: Special Events Permit Application
Delta Area Chamber of Commerce (5th Street) (cont.)**

The Deputy Clerk reported that Delta Area Chamber of Commerce has submitted a special events permit for July 20, 2012 and July 21, 2012. The location for this permit would be on 5th Street between Main Street and Palmer Street. They plan to sell malt, vinous and spirituous drinks from 6:00pm to 11:00pm on both dates. The application is complete and all fees have been paid. A sign notifying the public of this hearing was posted as required by law and no comments have been received.

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

Councilmember Penick stated that Council has not approved the closure of 5th Street; therefore, Council should not approve the application until after the approval of the 5th Street Closure.

It was moved by Councilmember Raley and seconded by Councilmember Jurca to table this item until after the next agenda item. All in favor, motion carried.

Special Permit for Temporary Closure; Delta Area Chamber of Commerce

The Deputy Clerk explained that Delta Area Chamber of Commerce has submitted a special permit for temporary closure for a couple of events. The first is for the 1st Saturday Market events scheduled on July 7th, August 4th, September 1st and October 6th, 2012 to be held on 3rd Street between Main Street and Palmer Street. They plan to close the street from 7:00am to 1:00pm. The second is for the 5K run that is being held during Deltarado Days on July 21, 2012. They are requesting 9th Street Hill to be closed for the event from 9:00am to 10:00am. The reason for both events to be on one application is that Jolene Nelson, City Clerk spoke with the Public Works Director as well as the Interim City Manager to see if the City would request another fee and deposit for the 9th Street Hill closure. The Chamber has already received two separate permits for closure for Deltarado Days and staffs believes that it would be more redundant to multiple applications.

Councilmember Cooper stated that this if for 3rd Street and 9th Street, 5th Street is not included.

Linda Sanchez with the Delta Area Chamber of Commerce stated that the 5th Street closure was approved at the last meeting.

It was moved by Councilmember Cooper to approve the special permit for temporary closure of 3rd Street for the Delta Area Chamber of Commerce's events scheduled on July 7th, August 4th, September 1st and October 6th, 2012 and also 9th Street Hill for the 5K Run on July 21st.

Councilmember Penick questioned if they need proof of insurance for the First Saturday Market events.

Attorney Schottelkotte stated that they can approve the application with the condition of submitting the proof of insurance.

Regular Meeting, Delta City Council, June 5, 2012 (Cont.)

Special Permit for Temporary Closure; Delta Area Chamber of Commerce (cont.)

Ms. Sanchez stated that she has submitted the proof.

The packet information only showed the insurance for Deltarado Days.

Interim City Manager Glen Black stated he would work with Jolene Nelson to make sure we have the correct insurance.

The motion was amended to include contingent upon submitting proof of insurance for the First Saturday Markets by the Chamber of Commerce. All in favor, motion carried.

**Public Hearing: Special Events Permit Application
Delta Area Chamber of Commerce (5th Street) (cont.)**

It was moved by Councilmember Penick and seconded by Councilmember Jurca to take item H off the table to be discussed. All in favor, motion carried.

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

The Deputy Clerk reported that Delta Area Chamber of Commerce has submitted a special events permit for July 20, 2012 and July 21, 2012. The location for this permit would be on 5th Street between Main Street and Palmer Street. They plan to sell malt, vinous and spirituous drinks from 6:00pm to 11:00pm on both dates. The application is complete and all fees have been paid. A sign notifying the public of this hearing was posted as required by law and no comments have been received.

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

It was moved by Councilmember Raley and seconded by Councilmember Jurca to approve the Delta Area Chamber of Commerce's application for a special event liquor permit on 5th Street between Main Street and Palmer Street for July 20, 2012 and July 21, 2012. All in favor, motion carried.

Beer & Wine Liquor License Renewal; House of Chin, Inc.

The Deputy Clerk reported that House of Chin, Inc. has submitted their beer and wine liquor license renewal. The application is complete and all fees have been paid. The Police Department has recommended approval.

It was moved by Councilmember Cooper and seconded by Councilmember Penick to approve the Beer and Wine Liquor License renewal for House of Chin, Inc. All in favor, motion carried.

Purchase of Used Dump Truck

Fleet Manager Rod Myers stated that in 2013 the City is scheduled to start replacing some of the dump trucks. The current fleet is from 1991 to 1995 and they are getting old. He was contacted by Hanson International; they have a used 2001 dump truck that would work for the

Regular Meeting, Delta City Council, June 5, 2012 (Cont.)

Purchase of Used Dump Truck (cont.)

City. After looking at the budget for 2012 it was determined that there is enough money remaining to make this purchase without a supplemental appropriation. This purchase will allow the City to begin updating an aging truck fleet. It will also save the City some monies.

Councilmember Penick questioned that since this is an unbudgeted item, is there any other equipment being setback.

Mr. Myers stated that there was a project to replace the beds on these old dump trucks that has been determined would not benefit the City due to the age of the trucks. The equipment and vehicles that have been purchased this year have come in lower than budgeted.

Mayor Sisson questioned what the life expectancy on this truck would be.

Mr. Myers explained the past purchase of a 10-year old truck that is going on 11 years of use. If that is any indication, we can expect at least that length of time.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the purchase of 2001 International dump truck from Hanson International for the sum of \$46,650.00

Council Bill #13, 2012; First Reading Supplemental Development Standards

COUNCIL BILL #13, 2012

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING SUBSECTION 15.04.090.A.1. OF THE DELTA
MUNICIPAL CODE TO REVISE SUPPLEMENTAL
DEVELOPMENT STANDARDS FOR PROPERTIES LOCATED
WITHIN HIGHWAY CORRIDORS IN THE CITY LIMITS.

It was moved by Councilmember Penick and seconded by Councilmember Cooper to adopt Council Bill #13, 2012 on first reading. Roll call vote: Councilmembers Cooper, aye; Raley, aye, Jurca, aye; Penick, aye and Sisson, aye. Motion carried.

City Attorney Comments

Attorney Schottelkotte commented that the condemnation of the Family Household Trust property is scheduled for evaluation trial on August 24, 2012. He explained the trial proceedings. He also updated Council on the other properties that staff has been working on.

City Manager Comments

Manager Black reported on the following items:

- The City has received a letter of thanks from the high school for the Grad Night donation.

Regular Meeting, Delta City Council, June 5, 2012 (Cont.)

City Manager Comments (cont.)

- He also stated that he has been talking with Jason Cooley with the Fire Department; they plan to continue with fireworks display on the 4th of July. This will be considered at the next Council meeting. He explained the Fire Ban from the County.
- Staff will be meeting with Eagle Net regarding bringing broadband to Delta.

Councilmember Comments

Councilmember Penick stated he met with the employee's benefits group as well as attend the FORE Alliance meeting.

Councilmember Sisson commented on Heritage Days. He commended staff for their work on getting the cat down off of the light pole.

Executive Session

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

At 7:35 p.m., Mayor Sisson recessed the Regular Meeting and convened the Executive Session.

At 9:05 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. He stated that in addition to himself, the participants in the Executive Session were Councilmembers Robert Jurca, Bill Raley, Ray Penick and Mary Cooper; along with Interim City Manager Glen Black, City Attorney Michael Schottelkotte, Public Works Director Jim Hatheway, Rob Pratt and Brad Rodenberg via phone. For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated.

The meeting was immediately adjourned.

Renee Neubauer, Deputy City Clerk



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MEMO

To: City Council, City Manager
From: Jolene E. Nelson, City Clerk
Date: June 14, 2012
Subject: 4th of July Fireworks Show

Recommendation

Approve the request from the Delta Volunteer Fire Department to proceed with the annual 4th of July fireworks show at Confluence Park.

Background

The Delta Volunteer Fire Department has submitted a request to conduct the annual 4th of July fireworks show. This event will be held on 4th of July at Confluence Park.

Cost

There is no cost to the City.

Action to be Taken if Approved

The permit will be issued once approved by Council.

Suggested Motion

I move to approve the permit for the 2012 4th of July fireworks show conducted by the Delta Volunteer Fire Department at Confluence Park.



DELTA VOLUNTEER FIRE DEPARTMENT

District No. 1

P.O. Box 731

Delta, CO 81416-0731

6-12-12

City of Delta:

I am writing this letter in an effort to request permission for our annual 4th of July fireworks show at Confluence Lake here in Delta, Co. As you all know have a long tradition of providing a safe, large and colorful show for all residents in not only the City of Delta, but the surrounding area.

We have been having our show at Confluence Lake, here in Delta for a number of years now and feel we as a fire department have worked hard to guard against fires as possible including having Cedaredge Fire Department on the West side of the Uncompahgre River and some of our own firefighters dedicated to fire watch during the show.

Again thanks for your time in this matter and thank you for the continued support of the City of Delta with our show including but not limited to dumpster use on the day of the 4th, backhoe use and cleanup the following day.

Thanks Again,

A handwritten signature in black ink, appearing to read "Jason Cooley", with a long horizontal flourish extending to the right.

Jason Cooley

Station Manager

Delta Volunteer Fire Department



MEMO

To: *Mayor and Council*

From: *Jim Hatheway, Public Works Director*

Date: *18 June 2012*

Subject: *Confluence Drive Property Acquisitions*

RECOMMENDATION

The Public Works Department is recommending that the City move forward with purchasing the properties and interests listed below to meet the ROW needs for Confluence Drive.

BACKGROUND

Transportation Resource Services, Inc. has completed negotiations as directed by city council for the purchase of property listed below. The properties and interests recommended for purchase are:

<i>Address/Location</i>	<i>Owner</i>	<i>Property Type/Interest</i>
Gunnison River Drive	C-VEST LLC	Land – Partial Acquisition/Easements

COST

The contract price of \$24,600.00 will be paid from 80-19-42100.

ACTIONS TO BE TAKEN IF APPROVED

Staff requests that City Council approve the contract for the property listed.

SUGGESTED MOTION

I move the City approve the property acquisition contract with *C-VEST LLC* for **\$24,600.00**.
(Opposition to the motion would be indicated by a 'no' vote)

CONTRACT TO BUY AND SELL PROPERTY

This Contract, made and entered into this 304 day of May, 2012 by and between **C-Vest, L.L.C., a Kansas Limited Liability Company**, (hereinafter referred to as "Seller") and **the City of Delta, a Colorado municipality**, of 360 Main Street (P.O. Box 19) Delta, Colorado 81416 (hereinafter referred to as the "City") is to witness:

Recitals

Seller presently owns real property known as Lot 1, Chaffin Subdivision, Delta, Colorado, 81416. The parties to this Contract have agreed upon the following arrangements for the sale and purchase a portion of Seller's real property as described in Paragraph 1 below.

Agreement

1. General Premises. For and in consideration of the total price of **Twenty Four Thousand Six Hundred and NO/100 Dollars (\$24,600.00)**, to be paid as hereinafter provided, Seller agrees to sell and the City agrees to purchase the following real property interests (hereinafter referred to collectively as "the Property") located in Delta County, Colorado for the City's Alternate Truck Route Project:

See attached Exhibit A legally describing and Exhibit A-1 depicting a parcel of real property for public roadway and utility right of way in fee simple;

See attached Exhibit B legally describing and Exhibit B-1 depicting an easement upon Seller's property for perpetual access for the benefit of: Lot 2 of Chaffin Subdivision; Lot 3 of Gunnison River Plaza Subdivision, and Lot 2A of Big-O Tire Subdivision;

See attached Exhibit C legally describing and C-1 depicting a permanent utility and drainage easement to the City;

See also paragraph 14 hereof for description of an additional temporary easement for access and additional workspace during construction of the said Alternate Truck Route.

Also identified as: a portion of Delta County Assessor's Parcel No. 3457-131-08-001

Together with all improvements and fixtures thereon and appurtenances thereto. The Property shall be conveyed by Seller to the City by special warranty deed, and other appropriate legal instruments at the time of closing of this contract as more particularly provided in paragraphs 7 and 14 hereof. The consideration set forth herein is in full settlement of all and any damages, including any damages to the remainder, occurring to the Seller or Seller's property, and includes full compensation for the Seller's interest, either present or future, the interest of lienors, and any and all interests, legal or equitable, which are or may be outstanding. The Seller shall pay from the proceeds of this Contract or otherwise, and shall satisfy or remove other outstanding interests. The Seller has entered into this contract solely because the City has the power of eminent domain, and requires the Property for a public purpose.

2. Purchase Price and Payment Terms. The aforementioned purchase price of **\$24,600.00** plus fees for the closing agent's services related to this transaction, shall be fully paid by the City at closing in funds which comply with all applicable Colorado laws, including cash, electronic transfer funds, certified check, and/or cashier's check. Such payment shall be made to the Delta County Abstract Company acting as closing agent and trustee for the parties hereunder.

3. Evidence of Title. The City may secure a current commitment for the City's title insurance policy in an amount of its own choosing. Title insurance, if required, shall be secured by and at the expense of the City.

4. Title Review. The City shall have the right to inspect the aforementioned title documents. Written notice by the City of unmerchantability of title or of any other unsatisfactory title condition shown by the title documents shall be signed by or on behalf of the City and provided to the Seller. In addition to the title documents, Seller shall deliver to the City true copies of any and all leases and surveys in Seller's possession pertaining to the Property and shall disclose to the City all easements, liens or other title matters not shown by the public records of which Seller has actual knowledge prior to closing. The City shall have the right to inspect the Property to determine if third parties have any rights in the Property not shown by the public records. Written notice of any unsatisfactory conditions revealed by Seller's disclosures, or by such inspection conducted by the City, shall be signed by or on behalf of the City and given to Seller prior to the date of closing. If Seller does not receive any such notice from the City in advance of closing, the City shall be deemed to have accepted title subject to the existing conditions and rights of third parties revealed by Seller's disclosures or reasonably discernible from the City's inspection.

If Seller receives notice of any unmerchantability of title, or of any other unsatisfactory title conditions found by the City as provided in this Paragraph 4, Seller shall use reasonable efforts to correct said conditions prior to the date set for closing of this Contract. If Seller fails or is unable to correct such unsatisfactory conditions on or before the date of closing, this Contract shall then terminate unless the City instead elects to execute a written waiver of their objection to all such title conditions and proceed with closing.

5. Inspection. The City shall have 30 days from the date of the Seller's execution of this contract to conduct necessary non-invasive inspections of the physical condition of the Property that it deems necessary for its benefit and protection. The City acknowledges that Seller has made no material representations about the physical condition or quality of the Property. Unless this Contract sooner terminates as provided above, the City agrees to accept the Property at the time of the hereinafter provided possession transfer date in the physical condition in which it then exists. Until the time of said possession transfer date, Seller agrees to maintain the Property in its present condition, ordinary wear and use excepted.

6. Closing of Contract and Payment of Related Costs. Closing of this Contract shall occur, in person or via U.S. Mail, Federal Express or other reputable courier, at the Delta County Abstract Company in Delta, Colorado no later than **July 31, 2012.** The date, hour and place of closing shall be determined by the Delta County Abstract Company, as closing agent, and

communicated to the parties. Seller and the City shall each execute such customary documentation as may be required by said closing agent. Fees for the closing agent's services shall be paid at closing by the City. All other customary closing costs and recording fees shall be paid at closing by the appropriate party. The parties shall arrange with their respective attorneys for the preparation of any special documentation contemplated by this Contract that is not customarily prepared by the closing agent as part of its closing services. Each of the parties shall pay their own respective attorney fees; provided, however that the City shall pay any attorney fee for its preparation of this contract.

7. Transfer of Title. At the time of closing, Seller shall execute and deliver a good and sufficient special warranty deed, conveying to the City the title to the Property described on **Exhibits A and A-1**. Such Property shall be free and clear of all taxes through the date of closing of this Contract, and also free and clear of all liens, encumbrances, defects, exceptions and conditions other than those accepted by the City after disclosure thereof by Seller and/or by the City's title insurance commitment in accord with Paragraph 3 of this Contract, and those conditions that are reasonably apparent from the City's diligent inspection of the Property, and subject to building, zoning and other governmental regulations. Seller's deed shall be prepared by the City, at the City's sole cost and expense, and submitted to the Seller for its review no less than three (3) business days prior to closing.

In addition, at Closing the Seller shall execute a perpetual access easement for the benefit of Lot 2 of Chaffin Subdivision, Lot 3 of Gunnison River Plaza Subdivision, and Lot 2A of Big-O Subdivision, and a permanent utility and drainage easement, and a temporary construction easement, all as stated in paragraph 14 (c) below.

8. Taxes and Utilities. Any and all unpaid *ad valorem* taxes assessed against the entirety of the Seller's property identified as Delta County Assessor's Parcel No. 3457-131-08-001 for the years prior to Closing shall be paid at or before Closing by Seller.

Such taxes for the year of Closing levied upon that portion of the Property described in Exhibit A and depicted on Exhibit A-1 shall be prorated between the parties as of the date of Closing of this contract, based upon the tax figure for the most recent date of assessment by the Delta County Assessor. Subject to the aforementioned proration obligation, the City shall be responsible for the timely payment of any and all taxes lawfully assessed upon the Property after Closing.

Utilities are not anticipated to be affected or transferred pursuant to this Contract. In the event any utility is subject to transfer from the Seller to the City, the costs of all utilities that are assessed to the Property prior to the date of closing and possession transfer shall be paid by Seller, and all such costs thereafter shall be paid by the City. Seller shall be entitled to recover any and all utility deposits made by them to utility providers prior to the date of transfer of possession.

9. Possession. Provided that the City's title commitment pursuant to Paragraph No. 3 identifies merchantable title, the Seller understands and agrees that the City will take possession of the Property free from all interests, including leasehold interests and tenancies, when the City

tenders payment to the Seller by depositing the above-stated total offer of just compensation with the City's closing agent, Delta County Abstract Company. The Seller further understands and agrees that the City will be entitled to specific performance of this Agreement upon tender by the City of the agreed consideration.

10. Condition of Property and Risk of Loss. The Property shall be conveyed in the physical condition in which it presently exists, without any warranties or representations regarding such condition. Risk of loss by fire or other casualty affecting the improvements, if any, on the Property shall remain upon the Seller until the time of transfer of possession, whereupon such risk of loss shall pass to the City. If such loss occurs, the City shall be entitled to the full amount of any insurance proceeds receivable for the same.

11. Payment of Encumbrances. The Seller agrees that the consideration as agreed upon between the Seller and the City represents just compensation, and fully compensates the Seller for all property interests of the Seller described in this contract. The Seller further acknowledges, understands and agrees that the City is not and will not be responsible for paying, releasing or satisfying any judgment(s), lien(s) or other obligation(s) or indebtedness against the Property. The defense and/or settlement of claim(s) made by holders of any lien(s), judgment(s) or other obligation(s), whether by legal action or otherwise, for payment, satisfaction or release or payment of any contract term, provision or legal requirement is the sole responsibility of the Seller. The Seller understands, acknowledges and agrees that the beneficiaries of any unpaid mortgage(s), deed(s) of trust, taxes and/or other financial indebtedness secured by the Seller's Property may claim all or any portion of the compensation paid pursuant to this Contract. The Seller agrees to execute and deliver to the City any and all documents necessary to convey to the City clear, unencumbered title to the Property. Failure of the Seller to secure release or subordination of all outstanding interests to the satisfaction of the City prior to closing may, at the City's sole option, render this Contract null and void.

12. Remedies for Breach. This Contract requires specific performance by the Seller, and the City may enforce specific performance of this Contract in the event the Seller fails or refuses to perform. Time is of the essence regarding the performance of all terms and conditions of this Contract. In the event of material breach by either party, the non-defaulting party shall be entitled to all consistent legal and equitable remedies afforded by Colorado law. Further, in the event of any litigation arising out of this Contract, the Court shall award to the prevailing party all reasonable costs and expenses incurred by such party during the pertinent litigation, including attorney fees.

13. Termination. In addition to its other remedies provided above, the City may terminate this contract for any material breach by the Seller or for failure of any contingency specified in this Contract. In the event of such termination, the City reserves all right to acquire title and possession of the Property by condemnation under its power of eminent domain.

14. Contingency and Additional Provisions. The parties agree upon the following contingencies and additional terms and provisions:

(a) This contract shall be contingent in all respects upon approval of its terms by a majority of a quorum of the Delta City Council at a public meeting conducted by no later than July 17, 2012. If said approval is not obtained by said date, this contract shall fully terminate.

(b) The City is represented in this transaction by the City Attorney Michael Schottelkotte. Seller is hereby advised to seek independent counsel for any and all legal and tax questions regarding this transaction. It is specifically provided that the City shall pay the full cost of preparation of this contract. All other attorney fees shall be paid by the party or parties who actually incur them.

(c) At Closing, Seller shall execute and deliver the following:

(i) A Perpetual Access Easement for the benefit of Lot 2 of Chaffin Subdivision, Lot 3 of Gunnison River Plaza Subdivision, and Lot 2A of Big-O Subdivision conveying perpetual vehicular and pedestrian access across, upon, over, and through that portion of the Seller's property described on Exhibit "B" and depicted on Exhibit "B-1".

(ii) A permanent public utility and drainage easement to the City upon that part of the Property described in Exhibit "C", and depicted on Exhibit "C-1".

(iii) A temporary easement to the City conveying the temporary right of access and additional workspace upon Seller's real property as described in attached Exhibit "D" and depicted on Exhibit "D-1".

Said Easements shall be prepared by the City, at the City's sole cost and expense, and submitted to the Seller for its review no less than three (3) business days prior to closing.

(d) The City, at its sole cost and expense, shall demolish and remove the structure, of approximately 480 square feet per the Delta County Assessor records, located within the Perpetual Access Easement described in Exhibit "B" and depicted on Exhibit "B-1".

(e) Facsimile signatures of the parties upon this contract shall be deemed valid for all purposes.

15. Assignment and Modification. Subject to the provisions of paragraph 14(e) above, no assignment or modification of the Contract by either party shall be permitted without the complete written consent of the other party.

16. Merger. This Contract contains the entire understanding of the parties regarding the subject matter; and there are no promises, covenants, warranties or other undertakings between them other than those expressly set forth herein. All prior discussions of the parties relating to the subject matter shall be deemed to be merged into this Contract.

17. Binding Effect and Survival of Provisions. This Contract shall be binding upon, and inure to the benefit of, the parties hereto and upon their respective heirs, survivors, successors,

legal representatives and lawful assigns. Any obligation of this Contract which, by its terms, must be performed after closing of the Contract shall be deemed to survive the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above-written.

Seller: **C-Vest, L.L.C., a Kansas Limited Liability Company**

BY: Stephanie Franzitta BY: _____

TITLE: Manager/Member TITLE: _____

THE CITY OF DELTA, COLORADO

By: _____
Glenn Black, Acting City Manager

Telephone and fax information for notification purposes:

Sellers' phone: (620) 227-6300

City's phone: (970) 874-7566

Fax: (970) 874-8776

EXHIBIT A

JSC, INC.

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

IN LOT 1 CHAFFIN SUBDIVISION

A PARCEL OF LAND LYING IN LOT 1, CHAFFIN SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 586869, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT DELTA TOWNSITE CORNER NO. 1 (STONE WITH A CUT CROSS IN CONCRETE), WHENCE DELTA TOWNSITE CORNER DT-2 (3-1/4 INCH ALUMINUM CAP IN RANGE BOX STAMPED COLO DOT DT-2 2001 BLACK 10513) BEARS N79°13'51"E, 2173.02 FEET;

THENCE N48°37'11"E, 2518.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE S89°42'40"W, ALONG THE SOUTH LINE OF SAID LOT 1, 515.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE N24°29'19"W, ALONG THE WEST LINE OF SAID LOT 1, 25.55 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET AND A CENTRAL ANGLE OF 05°52'50";

THENCE ALONG THE ARC OF SAID CURVE 57.99 FEET, THE CHORD OF SAID ARC BEARS N84°44'41"E, 57.96 FEET;

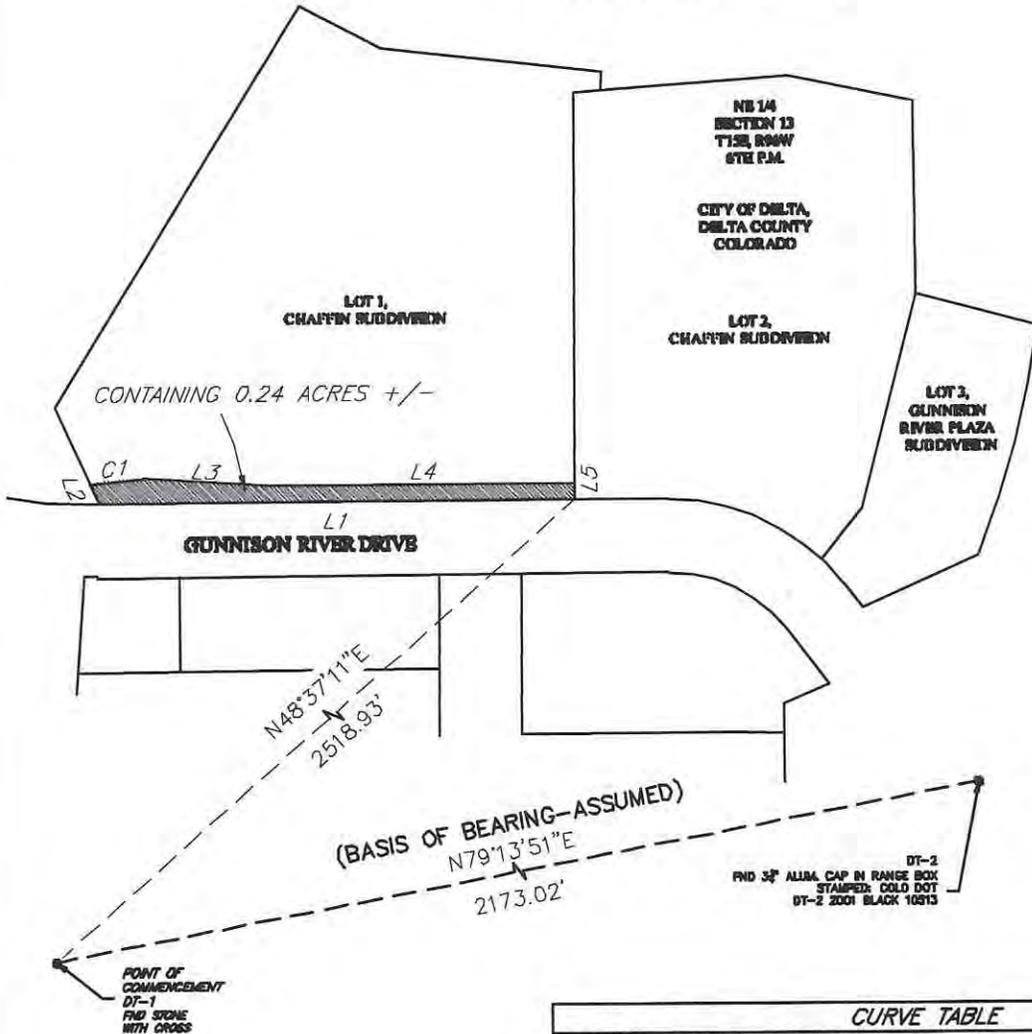
THENCE S85°54'57"E, 139.63 FEET;

THENCE N89°42'40"E, 329.66 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1;

THENCE S00°20'18"W, ALONG SAID EAST LINE, 17.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.24 ACRES MORE OR LESS.

EXHIBIT A-1



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	5°52'50"	585.00'	57.99'	N84°44'41"E	57.96'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°42'40"W	515.96'
L2	N24°29'19"W	25.55'
L3	S85°54'57"E	139.63'
L4	N89°42'40"E	329.66'
L5	S00°20'18"W	17.68'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

IN LOT 1 CHAFFIN SUBDIVISION

LYING IN SECTION 13, T15S, R96W OF THE 6TH P.M.
 CITY OF DELTA, DELTA COUNTY, COLORADO

JSC, INC.

P.O. BOX 1153 MEEKER, CO 81641
 PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY SEC
 DATE 1-3-2012
 JOB NO. 2212-01
 CHECKED BY JLJ

EXHIBIT B

JSC, INC.

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

ACCESS EASEMENT IN LOT 1 CHAFFIN SUBDIVISION

A PARCEL OF LAND LYING IN LOT 1, CHAFFIN SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 586869, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE N48°37'11"E, 2518.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N00°20'18"E, ALONG THE EAST LINE OF SAID LOT 1, 17.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S89°42'40"W, 132.49 FEET;

THENCE N00°17'20"W, 78.00 FEET;

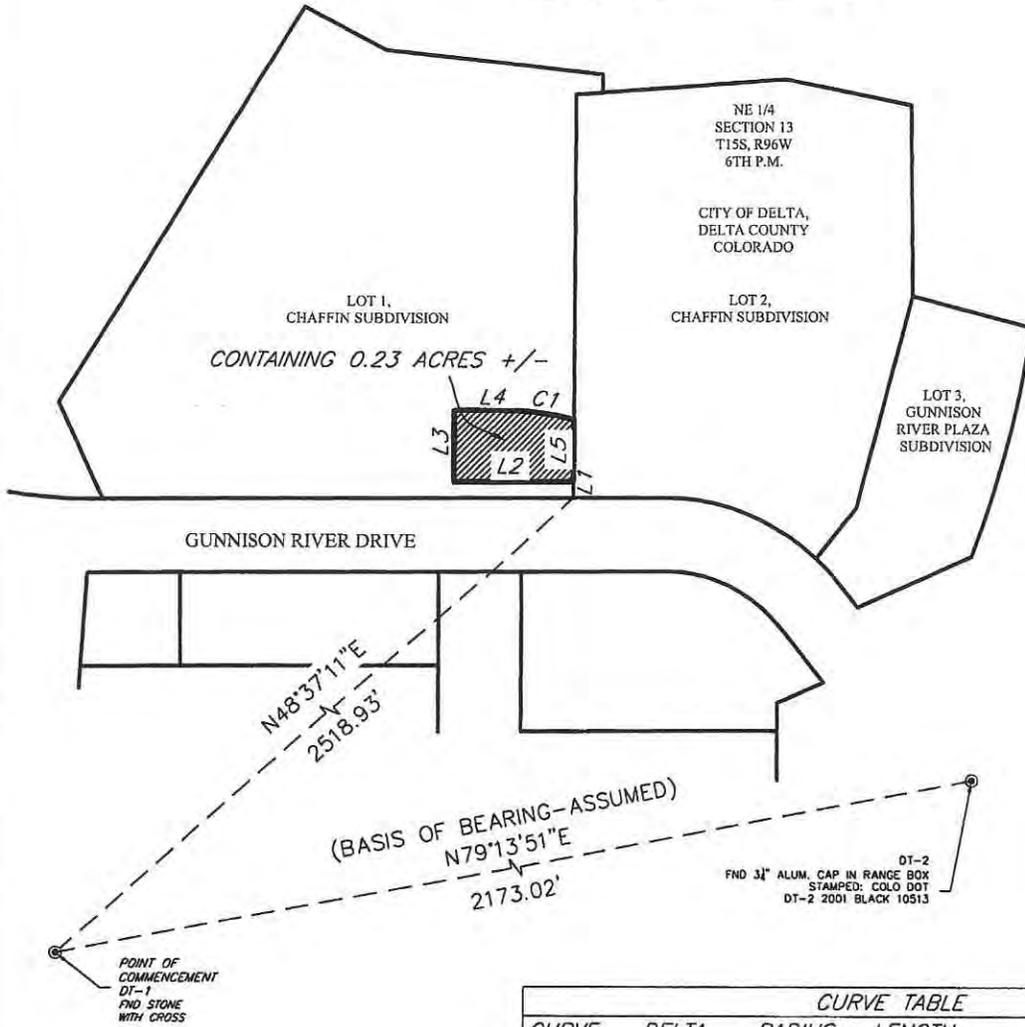
THENCE N89°42'40"E, 53.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 312.00 FEET AND A CENTRAL ANGLE OF 14°43'08";

THENCE ALONG THE ARC OF SAID CURVE 80.15 FEET TO A POINT ON SAID EAST LINE, THE CHORD OF SAID ARC BEARS S82°55'46"E, 79.93 FEET;

THENCE S00°20'18"W, ALONG SAID EAST LINE, 67.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.23 ACRES MORE OR LESS.

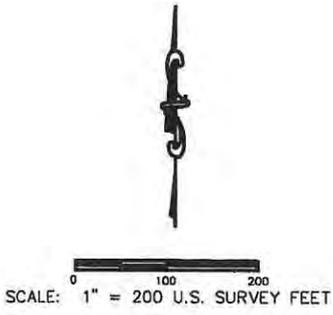
EXHIBIT B-1



DT-2
FND 3/4" ALUM. CAP IN RANGE BOX
STAMPED: COLO DOT
DT-2 2001 BLACK 10513

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	14°43'08"	312.00'	80.15'	S82°55'46"E	79.93'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'18"E	17.68'
L2	S89°42'40"W	132.49'
L3	N00°17'20"W	78.00'
L4	N89°42'40"E	53.96'
L5	S00°20'18"W	67.77'



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

ACCESS EASEMENT IN LOT 1 CHAFFIN SUBDIVISION

LYING IN SECTION 13, T15S, R96W OF THE 6TH P.M.
CITY OF DELTA, DELTA COUNTY, COLORADO

JSC, INC.

P.O. BOX 1153 MEEKER, CO 81641
PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY	SEC
DATE	4-30-2012
JOB NO.	2212-01
CHECKED BY	JLJ

EXHIBIT C

JSC, INC.

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

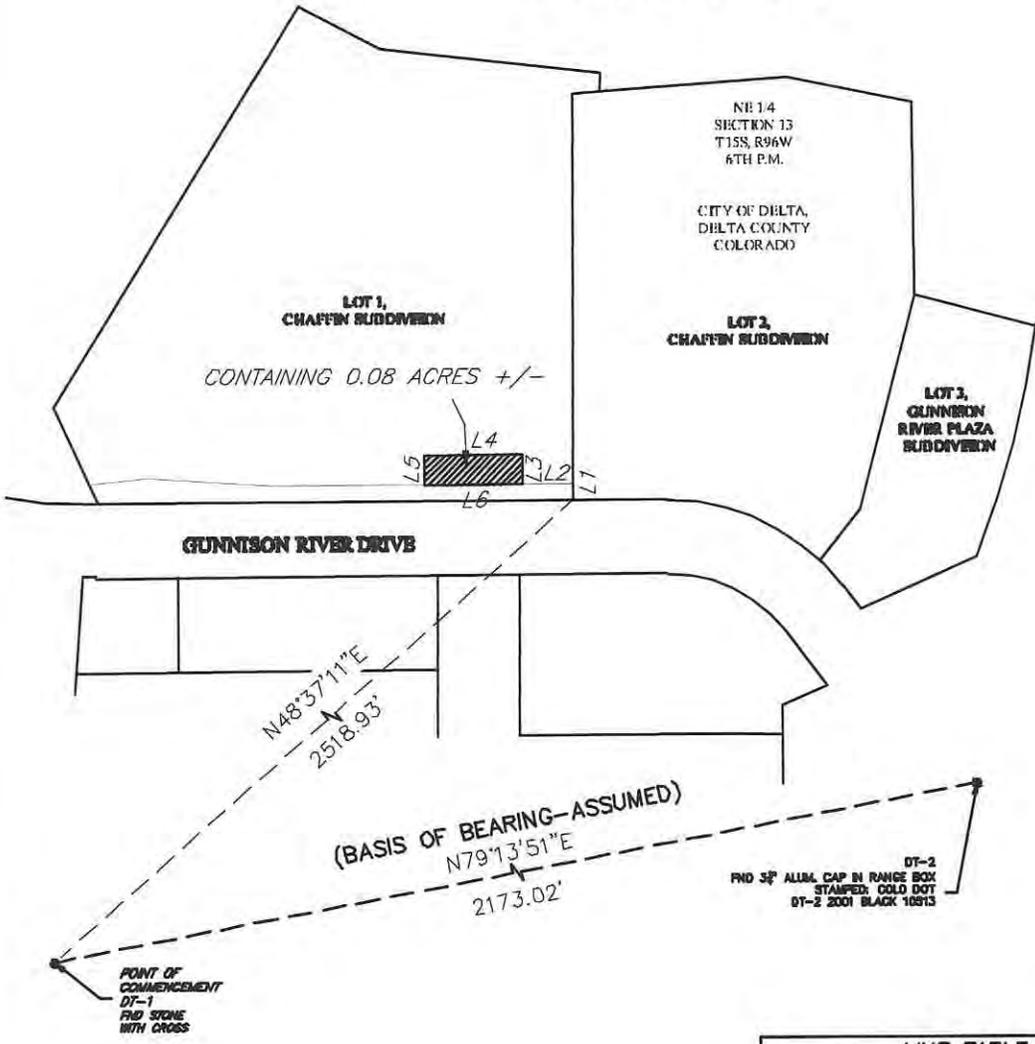
PERMANENT EASEMENT IN LOT 1 CHAFFIN SUBDIVISION

A PARCEL OF LAND LYING IN LOT 1, CHAFFIN SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 586869, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

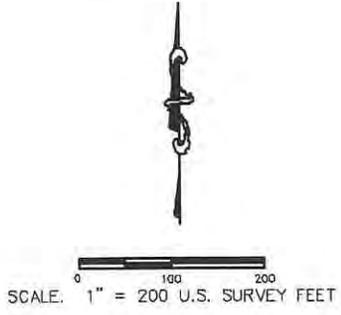
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THENCE N48°37'11"E, 2518.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE N00°20'18"E, ALONG THE EAST LINE OF SAID LOT 1, 17.68 FEET;
THENCE S89°42'40"W, 55.17 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N00°17'20"W, 32.21 FEET;
THENCE S89°42'40"W, 105.85 FEET;
THENCE S00°17'20"E, 32.21 FEET;
THENCE N89°42'40"E, 105.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.08 ACRES MORE OR LESS.

EXHIBIT C-1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'18"E	17.68'
L2	S89°42'40"W	55.17'
L3	N00°17'20"W	32.21'
L4	S89°42'40"W	105.85'
L5	S00°17'20"E	32.21'
L6	N89°42'40"E	105.85'



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PERMANENT EASEMENT IN LOT 1 CHAFFIN SUBDIVISION
 LYING IN SECTION 13, T15S, R96W OF THE 6TH P.M.
 CITY OF DELTA, DELTA COUNTY, COLORADO

REVISED: 3-7-2012
JSC, INC.
 P.O. BOX 1153 MEEKER, CO 81641
 PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY SEC
 DATE 2-29-2012
 JOB NO. 2212-01
 CHECKED BY JLJ

EXHIBIT D

JSC, INC.

P.O. Box 1153

Meeker, CO 81641

Phone (970) 878-5292 Fax (970) 979-5392

TEMP EASEMENT IN LOT 1 CHAFFIN SUBDIVISION

A PARCEL OF LAND LYING IN LOT 1, CHAFFIN SUBDIVISION, A SUBDIVISION PLAT RECORDED IN DELTA COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 586869, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH P.M., CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE N48°37'11"E, 2518.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE N00°20'18"E, ALONG THE EAST LINE OF SAID LOT 1, 17.68 FEET;

THENCE S89°42'40"W, 132.49 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N00°17'20"W, 5.00 FEET;

THENCE S89°42'40"W, 197.17 FEET;

THENCE N85°54'35"W, 139.53 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 06°03'21";

THENCE ALONG THE ARC OF SAID CURVE 60.24 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, THE CHORD OF SAID ARC BEARS S84°41'07"W, 60.22 FEET;

THENCE S24°29'19"E, ALONG SAID WEST LINE, 5.21 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 565.00 FEET AND A CENTRAL ANGLE OF 05°52'50";

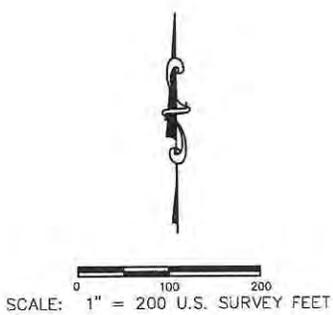
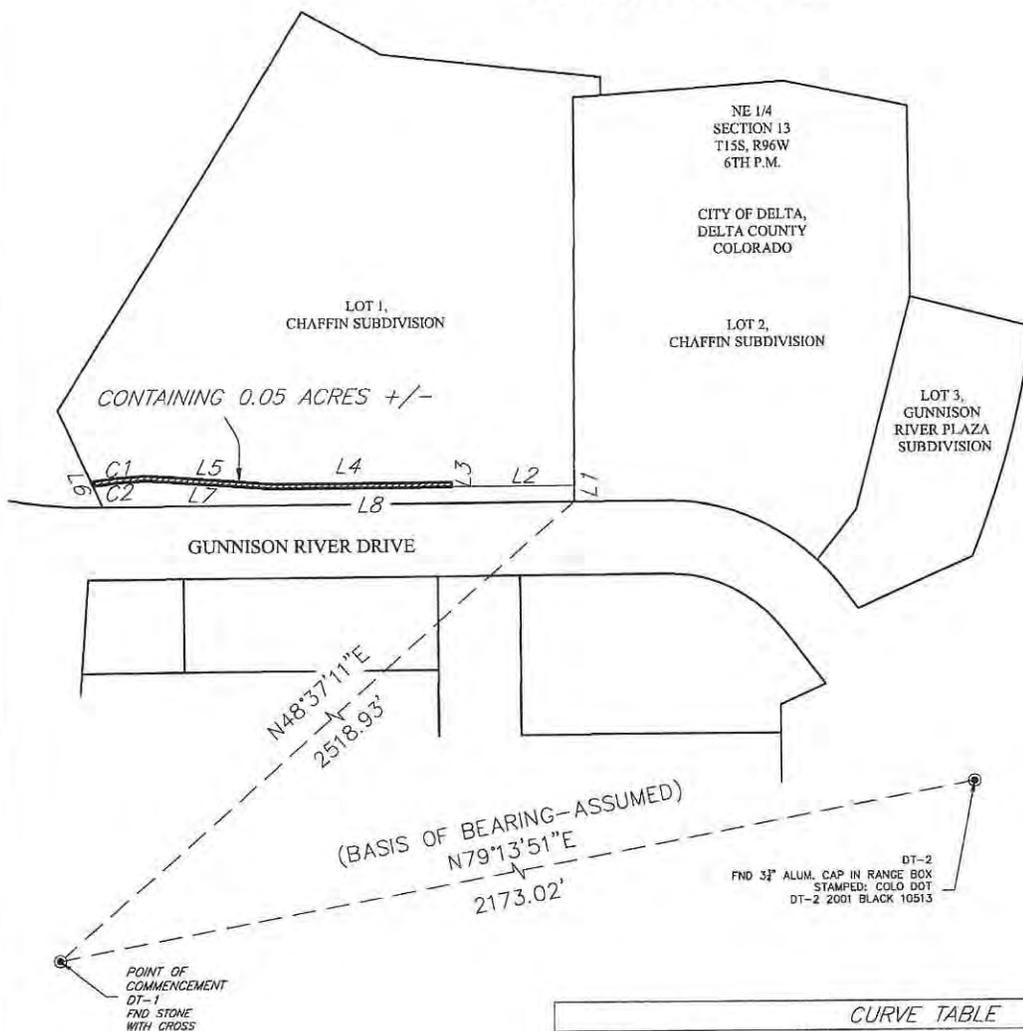
THENCE ALONG THE ARC OF SAID CURVE 57.99 FEET, THE CHORD OF SAID ARC BEARS N84°44'41"E, 57.96 FEET;

THENCE S85°54'57"E, 139.63 FEET;

THENCE N89°42'40"E, 197.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.05 ACRES MORE OR LESS.

EXHIBIT D-1



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	DISTANCE
C1	6°03'21"	570.00'	60.24'	S84°41'07"W	60.22'
C2	5°52'50"	565.00'	57.99'	N84°44'41"E	57.96'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°20'18"E	17.68'
L2	S89°42'40"W	132.49'
L3	N00°17'20"W	5.00'
L4	S89°42'40"W	197.17'
L5	N85°54'35"W	139.53'
L6	S24°29'19"E	5.21'
L7	S86°54'57"E	139.63'
L8	N89°42'40"E	197.17'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

**TEMP EASEMENT IN
LOT 1 CHAFFIN SUBDIVISION**
LYING IN SECTION 13, T15S, R96W OF THE 6TH P.M.
CITY OF DELTA, DELTA COUNTY, COLORADO

JSC, INC.

P.O. BOX 1153 MEEKER, CO 81641
PHONE: (970) 878-5292 FAX: 878-5392

DRAWN BY	SEC
DATE	2-29-2012
JOB NO.	2212-01
CHECKED BY	JLJ



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: June 7, 2012
Subject: Purchase and Acquisition of the 2012 Garnet Mesa Electric System and Customers from DMEA

Recommendation

It is recommended that the Council approve payment to Delta Montrose Electric Association (DMEA) for the 2012 Garnet Mesa acquisition. See attached map for the area being acquired.

Background

During the 2011 budget process, staff included money to continue acquisition of facilities and customers in the Garnet Mesa area. Staff informed DMEA in early January of the City's intentions to acquire facilities as indicated on the attached map. Acquisition of facilities and customers need to follow the State Statute for fair compensation.

Staff has been working on fair compensation and negotiating provisions of the statute since that request in January. The statute provides for compensation of loss of revenue to DMEA for existing and new services over a period of 10 years. More specifically, the statute requires payment annually of 25% of the revenue received by the City for each existing service in the area and 5% of the revenue received annually by the municipality from the sale of electric power to services that come into existence in the area for a period of 10 years from the date of acquisition. While there is some developable land in the area, staff and DMEA both agreed that the area seems to have built out and that new services will be minimal over the next 10 years and DMEA is willing to forego any payment for the 10 year period on new services.

Staff and DMEA both feel that tracking and compensating DMEA annually for lost revenue would be a burden and therefore staff proposed to pre-pay the future revenue at today's rates for the 10 year period. This method of pre-payment seems to be fair and equitable as rates will most likely increase over 10 years so paying them at today's dollars will compensate for the cost of tracking that revenue annually and making payment each year. Attached is a letter and email correspondence with Dan McClendon, DMEA General Manager acknowledging this amount as acceptable to DMEA.

Cost for the actual facilities and manpower necessary to close this deal are also a required to be paid by the City. Those numbers were calculated by DMEA and are attached for your review.

Staff feels these numbers are reasonable and represent fair compensation.

Cost

Total cost of the acquisition includes \$74,927.97 for the facilities, \$24,200 for 275 DMEA man-hours, and \$274,734.00 for the 25% of lost future revenue of existing customers over 10 years for a total cost of \$373,861.97. This cost falls within the budgeted amount for 2012.

Action to be Taken if Approved

Staff will pay the invoice once received and begin the work of moving the facilities over to our system.

Suggested Motion

I move staff be authorized to purchase the electric service for the 2012 Garnet Mesa acquisition in the amount of \$373,861.97.



June 7, 2012

Steve Glammeyer
City of Delta
360 Main Street
Delta, Co. 81416

Re: Pioneer Circle Acquisition

Dear Steve:

The City of Delta has requested acquisition of the Pioneer Circle Sub-division, LDS Church, and Delta High School currently within the municipal boundaries of the City.

This letter will give you notice and explanation of the acquisition cost. After concurrence from both parties of the transaction fee, DMEA will prepare an Asset Acquisition Agreement. The onetime acquisition fee does not follow the statutory provisions of C.R.S. 40-9.5-204 and this transaction will not set a precedent for any future acquisitions by the City.

The value of all plant to be acquired after depreciation, present day reproduction cost, less depreciation on a straight-line basis over thirty five years, \$74,927.97.

Cost of construction covers inventory of plant, engineering fees, transfer of meters, crew time for reintegration, administrative costs and legal counsel, 275 man-hours @ \$24,200.

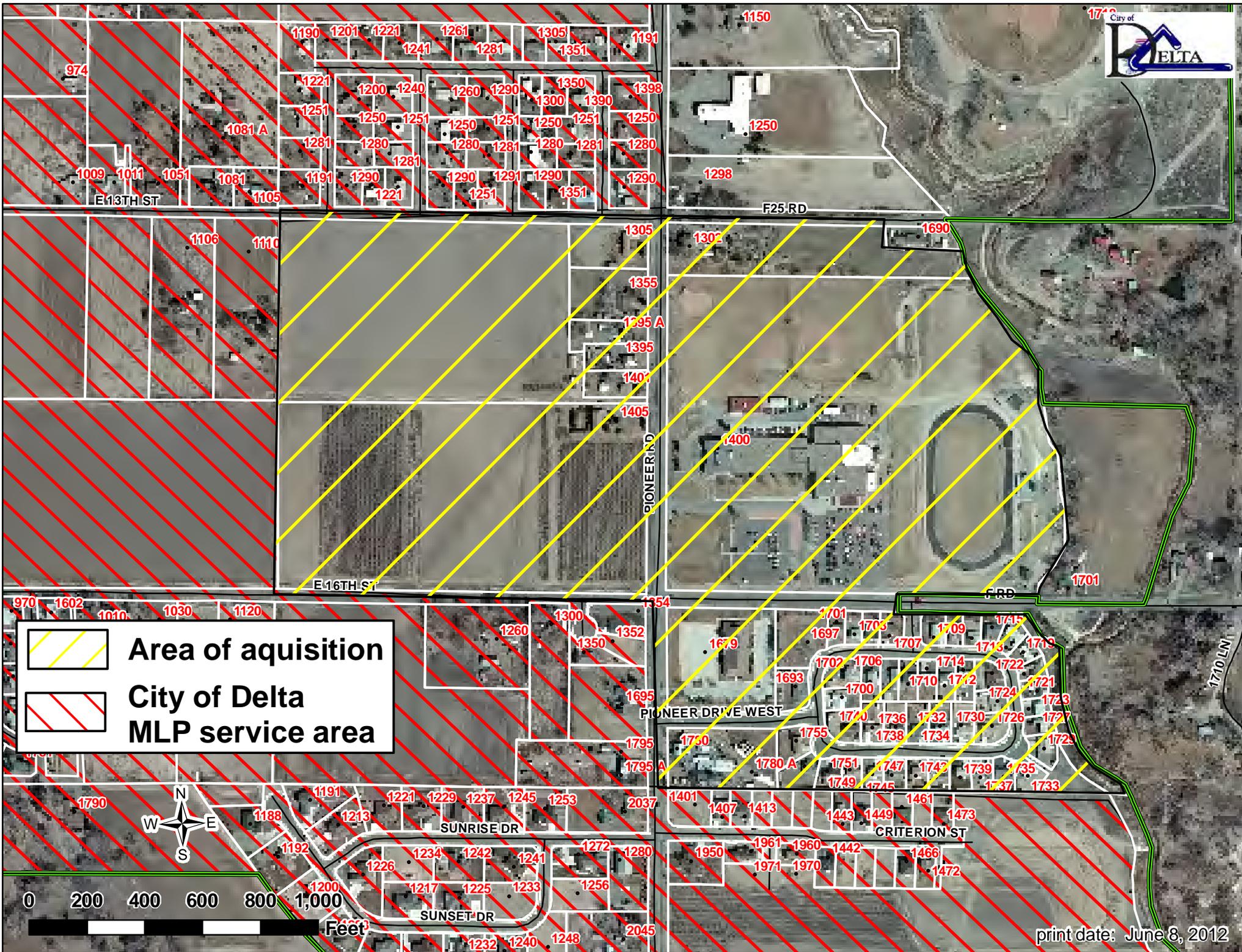
Based on the additional cost to administer this acquisition over a 10 year period, as per Colorado Stature, and taken into consideration DMEA has not projected future growth or increased meter gross over this period. DMEA is willing to accept a onetime payment of \$274,734.00 based on the current City of Delta energy charge.

Total cost to be invoiced for this acquisition, \$373,861.97.

I can be reached at 240-1299 if you have any questions.

Sincerely,

Dan McClendon
General Manager
Delta-Montrose Electric Association



MEMO



Community Development
www.cityofdelta.net

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

Date: June 18, 2012
To: Mayor, City Council and City Manager
From: Sharleen R. Walker, Planning Technician *slw*
Re: Cluster Development, Planned Unit Developments and Zero Lot Line Developments

RECOMMENDATION

Consider adding a Chapter 16.05 to the Delta Municipal Code regarding Cluster Development, Planned Unit Developments and Zero Lot Line Developments and deleting Chapter 17.72 of the Delta Municipal Code.

BACKGROUND

There have been requests from developers in the past, a current request and we anticipate requests in the future for such developments that allow zero lot line developments, flexible development, condominiums, townhomes and individual office space in one building.

STAFF REVIEW AND DISCUSSION

Staff suggests that Council consider the following additions and changes to the Delta Municipal Code:

DELETE ENTIRE CHAPTER 17.72

Chapter ~~17.72~~ 16.05

CLUSTER DEVELOPMENT, PLANNED UNIT DEVELOPMENT, AND ZERO LOT LINE DEVELOPMENT

Sections:

- 16.05.010 Purpose.
- 16.05.020 General provisions.
- 16.05.030 Definitions.
- 16.05.040 Submission and review of cluster development.
- 16.05.050 Submission and review of planned unit developments.
- 16.05.060 Submission and review of zero lot line development.
- 16.05.070 Changes to adopted plan.

16.05.010 Purpose. The purpose of the Planned Unit Development, sometimes in this Chapter referred to as PUD, is to provide the opportunities to create more desirable environments through the application of flexible and diversified land development standards under a comprehensive plan. It is further intended to achieve economics in land development, maintenance, street systems, and utility networks

while providing building groupings for privacy, usable attractive open spaces, safe circulation, and to protect the general well-being of the inhabitants.

The purpose of Zero Lot Line Development and Cluster Development is to allow multiple ownership of single building envelopes such as condominiums, townhomes, office and retail space. Cluster development is encouraged to preserve environmentally sensitive areas, open space and agricultural lands.

16.05.020 General provisions.

A. Planned Unit Developments, Zero Lot Line Developments and Cluster Developments may include the uses allowed by right in the zoning district in which the PUD development is located.

B. The zoning and subdivision regulations contain the minimum standards for any development. Where modification of those standards is in keeping with the intent of this Chapter and can be documented to show beneficial effects, such modification may be permitted.

16.05.030 Definitions. Those terms specific to PUD's, Zero Lot Line Developments and Cluster Developments are defined for use in this Chapter as set forth in this Section. Additional definitions may be found in Section 16.04.030 of the Subdivision Regulations.

A. "Cluster Development" means lots that are smaller and arranged differently than otherwise allowed to allow conservation of farm land, wildlife areas or common open space.

B. "Common Area" means area used and maintained by all owners located in the development.

C. "Common open space" means a parcel of land, an area of water, or a combination of land and water within the site designated and intended primarily for the use or enjoyment of residents, occupants and owners of the Planned Unit Development. In a single-family PUD, private yards may be considered common open space.

D. "Limited Common Element" means area restricted to use by the units (area) designated.

E. "Plan" means the provisions for development, which may include and need not be limited to easements, covenants and restrictions relating to use, location and bulk of buildings and other structures, intensity of use or density of development, utilities, private and public streets, ways, roads, pedestrian areas, and parking facilities, common open space, and other public facilities.

F. "Planned Unit Development" means an area of land, controlled by one or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations.

G. "Provisions of the plan" means the written and graphic materials referred to in subsection E of this Section.

H. "Zero Lot Line Development" means buildings may be attached to each other with a common wall or directly adjacent to each other on one lot boundary line.

16.05.040 Submission and review of cluster development plans.

A. Cluster developments shall follow sections 16.04.010 through 16.04.080, exempting 16.04.070.E with the following additional requirements:

1. Interior setbacks of individual ownership may be modified to fit the needs of the specific cluster development. The exterior setbacks of the entire development shall be double the tabled setback for the appropriate zone.

2. Twenty-five percent of the gross acreage must be open space.

3. The minimum lot size maybe reduced if the aggregate size of the total platted cluster development meets the total of all lots minimum size requirements, including open space, however streets and roads may not be counted towards open space.

4. The perimeter of the cluster development which abuts a right-of-way shall be buffered. All, or a portion of, the open space may be located between the clustered development and adjoining development.

5. The project landscaping and buffer design shall be established as part of any preliminary subdivision plan approval.

6. A cluster development project may be developed in phases. The City may require the applicant to divide the project into phases in order to meet requirements and standards contained in these regulations. Each phase must be self-sufficient with adequate facilities and services and contain a mix of residential uses and densities and open space, while meeting the requirements, standards and conditions applicable to the project as a whole.

7. All cluster developments shall establish a Home Owner's Association or other entity to maintain the common area.

16.05.050 Submission and review of a Planned Unit Development.

A. A PUD shall be located along a major street of at least collector status as shown on Major Street Plan as adopted by the Planning Commission, with access to the street approved by the City Planning Commission.

B. PUD's shall follow sections 16.04.010 through 16.04.080 with the following additional requirements:

1. Final plan showing the location and size of all existing and proposed buildings, structures and improvements and their uses;

2. Certification showing the landowner dedicates or reserves areas of common open space;

3. Final plan showing the density and type of dwelling to be built within the PUD to include the maximum height of all buildings;

4. Final plan showing the internal traffic circulation system, off-street parking areas, service area, loading areas and major points of access to a public right-of-way;

5. Final plan showing the location, height and size of signs, lighting and advertising devices;

6. Final landscaping plan showing the spacing, sizes and specific type of landscaping material;

7. A legal description of the PUD;

8. A final report explaining the character and objectives to be achieved by the PUD;

9. A final report describing the development schedule indicating when construction will start and when the PUD will be completed;

10. Final copies of any special agreements, conveyances, restrictions or covenants which will govern the use, maintenance and continued protection of the PUD and the common open space areas.

C. Minimum design standards. The provisions of Section 16.04.070, City of Delta Subdivision Regulations, are incorporated in this Section and made a part of this subsection by this reference.

1. In addition to the requirements set forth in the section of the Subdivision Regulations referred to in subsection A of this Section, the following will be required for a PUD:

a. The uses in a planned unit must be uses permitted of right or permitted by special review in the zoning district in which the planned unit is located. In addition, uses by right in business districts shall be uses by special review in residential planned units, and may be permitted if, in the opinion of the Planning Commission, such uses, if any, to be allowed in a residential planned unit shall be established by the Planning Commission on the basis of these criteria.

b. The planned unit's relationship to its surroundings shall be considered in order to avoid adverse effects to the development caused by traffic circulation, building height or bulk, lack of screening or intrusion on privacy;

c. Minimum lot area requirements are established in the Subdivision Regulations. These requirements may be modified by the Planning Commission if the developer indicates that such changes are in keeping with the intent of this Title. The Planning Commission must review all PUD's with respect to living space, common open space, parking spaces and traffic circulation.

d. Common Open Space.

i. Common open space shall comprise at least twenty-five percent of the total gross area of a residential PUD. Such open space will be developed and designed for the use of the occupants of the development and shall contain therein adequate space for active recreational activities, and adequately landscaped walkways and parks. Common open space does not include space devoted to streets, parking and loading areas.

ii. The Planning Commission may exempt nonresidential PUD's from the common open space requirement if it finds the development will provide for the occupants' or customers' needs for open space in whole or in part by either or a combination of:

(1). Public park, mall or recreation features, or a combination thereof, for which the site of the planned unit has or will be levied a special assessment; or

(2). Developed facilities in the planned unit, such as but not limited to common recreational areas or facilities, plazas, balconies or rooftops improved for recreational uses.

iii. A reduction in common open space or lot area per dwelling unit shall not be permitted if such reduction would be detrimental to the character of the proposed planned unit or the character of the surrounding area.

iv. The Planning Commission may determine that all or a part of stream areas, bodies of water, and slopes in excess of fifteen percent may be included as usable open space. In making this determination, the Planning Commission shall be guided by the following factors:

(1). The extent of those areas in relation to the area of the planned unit; and

(2). The degree to which these areas contribute to the quality, livability and amenity of the planned unit.

e. Off-street parking will be determined by the subdivision/zoning regulations. These regulations may be altered by the Planning Commission if the character of the PUD is such that changes to the requirements are in keeping with the intent of this Title.

16.05.060 Submission and review of zero lot line development plan.

A. Zero lot line developments shall follow sections 16.04.010 through 16.04.080, exempting 16.04.070.E with the following additional requirements:

1. The outside boundary of the permissible building envelope for each lot must be graphically depicted on the plat, to be recorded with the plat. Any existing buildings must also be depicted on the plat.

2. Three dimensional plats are required if a building has more than one story, or if there is a basement located in the building.

3. The setbacks for the original parcel must be met for the appropriate zone, interior setbacks may be zero, through a building or buildings creating individual ownership properties.

4. Recorded covenants shall provide for the maintenance of common walls, other common areas, limited common areas, and common spaces.

5. All entities must be registered with the State of Colorado.

6. All buildings must meet current building code regulations.

7. No non-conformities to the Delta Municipal Code are allowed in zero lot line developments.

8. Separate utilities are required for each unit.

16.05.070 Changes to any adopted plans in this Chapter.

A. Minor Plan Changes. The terms, conditions of an adopted plan may be changed from time to time provided as follows: The City's development department director, or other agent as authorized by the City Manager, may approve minor modifications in the location, sizing and height of buildings and structures if required by engineering or other circumstances not foreseen at the time the plan was formally approved, so long as the modification does not result in:

1. An increase of more than five percent (5%) in the gross residential density;

2. An increase of more than five percent (5%) in the floor area proposed for nonresidential use of a commercial or industrial nature;

3. An increase of more than five percent (5%) in the total ground area covered by buildings except in single-family residential areas; and

4. A reduction of more than three percent (3%) in the area set aside for common open space. Minor modifications in the location of streets and underground utilities may be approved under this subsection A.

B. Plan Changes Involving Land Uses. Any uses that are not approved in a final plan but are allowable in the pertinent zoning district as a permitted use may be added to the plan upon approval of any such alteration by the Planning Commission and City Council at regularly scheduled meetings.

C. Major Plan Changes. All other modifications of an adopted and recorded plan shall be regarded as "major modifications", and shall be subject to the following application and review procedures:

1. Any application for major modifications of a previously approved and recorded plan shall be submitted on forms provided by the City, and a fee equal to that which is required for the initial filing of a full plan shall be paid to the City at the time of any such application.

2. Review and approval of any application filed pursuant to this subsection C shall be subject to compliance with all with all the criteria and procedural steps required for review and approval for filing a sketch plan. Such review and approval shall also be subject to compliance with all other applicable City Code sections that may be generally contemplated. Complete engineering and design drawings of the proposed major modification of a plan shall be submitted with the application therefore, detailing the proposed changes and demonstrating compliance with all legal requirements.

3. A public review process generally following the procedures set forth in the Delta Municipal Code shall also be required as a pre-condition of approval of any major modification of a plan. In that regard, the concept of notice to owners of record required under Delta Municipal Code Section 17.04.290(D)(3) shall be expanded to include all record owners of properties within the boundaries of the originally approved plan and all record owners of properties immediately adjoining said boundaries and within a distance of five hundred feet (500') plus the width of any intervening public right-of-way.

4. The City Planning Commission may recommend for ultimate approval by the City Council the proposed major changes to a plan if it determines that all of the following criteria are substantially met:

a. The requested change will not adversely affect the public health, safety and welfare.

b. The requested change is the minimum that will afford relief and allow for reasonable use of the property sought to be affected by the application.

c. The requested change will not result in development that is incompatible with other property uses and/or building improvements within the pertinent boundaries or in the adjoining areas, and will not substantially impair the value or development of such other property within or outside of the area covered by the originally approved plan.

5. The City Planning Commission may impose such additional conditions of approval as may be reasonably necessary to ensure that the above criteria are met.

ACTION TO BE TAKEN IF APPROVED

Direct staff to prepare an Ordinance for consideration at the next City Council Meeting.

SUGGESTED MOTION

I would move to direct staff to prepare an Ordinance for consideration at the next City Council Meeting changing the Delta Municipal Code with the suggested additions and deletions regarding Planned Unit Developments, Zero Lot Line Developments and Cluster Developments. (Disapproval would be indicated by a “nay” vote)

Thank you for your attention.

MEMO

Community Development

www.cityofdelta.net



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

Date: June 18, 2012
To: Mayor, City Council and City Manager
From: Sharleen R. Walker, Planning Technician *slw*
Re: Delta Municipal Code Chapter 8.08 – Burning Restrictions

RECOMMENDATION

Consider changing the Delta Municipal Code Chapter 8.08 – Burning Restrictions.

BACKGROUND

The current Delta Municipal Code provides for the City of Delta to issue burn permits. The State of Colorado and County of Delta have sufficient regulations to allow agricultural burning; therefore staff suggests that the City of Delta follow State and County regulations regarding open burning.

STAFF REVIEW AND DISCUSSION

Staff recommends the following changes to Chapter 8.08 of the Delta Municipal Code:

Chapter 8.08

BURNING RESTRICTIONS

Sections:

- 8.08.010 Definitions
- 8.08.020 Open burning restrictions.
- 8.08.030 Burning prohibited.

8.08.010 Definitions

All definitions regarding open burning shall be as set by the State of Colorado.

8.08.020 Open burning restrictions.

A. It shall be unlawful for a person to burn or allow the burning of any material on any open premises except for the cooking of food, the lawful use of matches, tobacco, flares, fireworks or explosives, other burnings expressly authorized by other City ordinances or regulations, or as authorized by Subsection B.

B. ~~1.~~—The open burning of cover vegetation, brush, weeds and the like for ditch maintenance, weed control and other agricultural purposes may be conducted if **Delta County Burn Regulations are followed, which**

includes contacting the Burn Hotline at 399-2955. Such ~~permit~~ open burning shall be approved only on the following conditions:

a. The property is ~~½ acre or larger~~ located in the ~~A-1 Agricultural District~~ or no other practical alternative is available to remove the vegetation because of steep terrain or other features.

b. The fire can be safely contained and controlled and no fire hazard will be created to adjacent property or structures.

~~2. The City may place conditions on the permit as necessary to insure that the above criteria are met. (Ord. 8, 1987)~~

C. All other open burning must follow Department of Public Health and Environment Colorado Air Quality Control Commission Regulation 9 Open Burning Prescribed Fire and Permitting 5 CCR 1001-11. ~~the City approves an "Open Burning" permit.~~

~~8.08.0230~~ Burning prohibited. It shall be unlawful to burn trash, garbage or rubbish anywhere within the City. (Prior Code §9-11; Ord. 8, 1987)

ACTION TO BE TAKEN IF APPROVED

Direct staff to draft an Ordinance for consideration at the next City Council meeting.

SUGGESTED MOTION

I would move to direct staff to prepare an Ordinance for consideration at the next City Council meeting changing Chapter 8.08 of the Delta Municipal Code regarding Burn Restrictions. (Disapproval would be indicated by a "nay" vote)

Thank you for your attention.

MEMO



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Phone (970) 874-7903 • Fax (970) 874-6931

Date: June 18, 2012
To: Mayor, City Council and City Manager
From: Sharleen R. Walker, Planning Technician *slw*
Re: Delta Municipal Code 17.68 – Sign Code Changes

RECOMMENDATION

Review recommended changes to Delta Municipal Code section 17.68 regarding the Sign Code

BACKGROUND

City Council reviewed the sign code at the City Council Work Session on June 5, 2012 and directed staff to suggest certain changes to the Delta Municipal Code section 17.68, the Sign Code.

STAFF REVIEW AND DISCUSSION

The staff suggests the following changes to the Delta Municipal Code section 17.68:

17.68.010 Compliance required. It shall be unlawful to erect or maintain any sign except in compliance with the requirements of this Chapter. Signs not in compliance with the provisions of this Chapter are hereby declared to be a nuisance which may be abated by the City in any lawful manner. Any sign on City property, including the right-of-way of Highways 50, 348, and 92, in violation of this Chapter may be confiscated by the City without notice. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995)

17.68.020 Signs allowed without a permit. The following may be erected, maintained and used without a sign permit as long as they are properly maintained in accordance with the requirements of this Section 17.68.020 and Section 17.68.060 and with other applicable requirements of this Chapter, State law and City ordinances and regulations, and are not prohibited by Sections 17.68.030 or 17.68.040.

A. Official traffic control devices, signs and notices erected, owned and maintained by the United States, the State of Colorado, the City of Delta, or any of their political subdivisions for official government purposes; and flags of any such political subdivisions, unless used for the purpose of promoting commercial activity.

B. One or more signs with an aggregate sign face area of 10 square feet or less for the premises upon which they are located.

C. Works of art unless they are used to convey commercial speech.

D. Temporary decorations, displays, pennants, banners and flags, which are customarily displayed and associated with hunting season, civic events, or holidays.

E. Public utility warning signs, construction warning signs, and signs warning of other hazards, with no sign face larger than 10 square feet in area.

F. Identification signs incidental to the identification and use of vehicles attached to the vehicle.

G. Traffic control devices with no sign face larger than ten square feet.

H. Temporary real estate "For Sale" or "For Rent" signs with aggregate sign face area of no more than ten square feet. Such signs shall come down within 24 hours of the closing of the sale or lease. Subdivisions, Planned Unit Developments, and similar developments with more than one lot or unit being marketed together may utilize a single "For Sale" sign, with no more than 65 square feet of aggregate sign space area, in lieu of the individual signs allowed hereinabove on each lot or unit. This larger sign can be used until such time as 60 percent of the total lots or units in such development have been sold. One of these larger signs may be used at each street intersection accessing such development, or at one location within the development.

I. Signs within buildings, and temporary signs attached to the inside of a window.

J. Up to four temporary signs per premises per year with a maximum area of any sign face of ten square feet. No single sign shall be in place for more than 30 days per year.

K. Signs not visible from off of the premises upon which they are located.

L. Temporary signs utilized in association with the initial operation of a business during a period from ten (10) days before the business opening, until twenty (20) days after the business opening. (Ord. 8 §1(16-17)(part), 1976; Ord. 19, §2(part), 1980; Ord. 32 §1(part). 1995; Ord. 23, §1, 1996; Ord. 43, §1 & §2, 2001; Ord. 9, §13, 2004)

Add section below:

17.68.020 (M) Campaign Signs: Noncommercial signs, such as political signs used for campaigning purposes, shall be allowed for a time period not to exceed sixty (60) days prior to the scheduled election and shall be removed no later than ten (10) days after the election date in which the office, issue or ballot question is decided. Signs shall not be placed in any public right-of way, including medians, except that adjacent property owners may place campaign signs in a landscaped right-

of-way area between the sidewalk and curb adjacent to private property. Signs placed on private property shall not obstruct the vision of motorists or pedestrian traffic due to size or location. Additionally, the total area of all such signs on a lot shall not exceed thirty-two (32) square feet.

17.68.030 Prohibited signs and devices. The following are hereby prohibited if visible off of the premises upon which they are located:

A. Animated, rotating, moving, or flashing signs, except scroll signs with changing written messages, with less than 10 square feet of sign face.

~~B. Balloons or other wind powered devices designed to attract attention, not including pennants, banners or flags, except when used for civic events up to a maximum of ten (10) days or as a temporary sign pursuant to Subsection 17.68.020(L), so long as they are kept within twenty (20) feet of ground level. This paragraph (B) shall not apply to balloons having a diameter of less than 24 inches or to any pennants, banners or flags.~~

B. Balloons or other wind-powered devices including banners, pennants and flags, except when used for civic events up to a maximum of ten (10) days or as a temporary sign pursuant to Subsection 17.68.020(L). When such balloons, wind-powered devices, banners or flags are used as above they must be kept within twenty (20) feet of ground level. This paragraph (B) shall not apply to balloons or pennants having a diameter of less than 24 inches, National, State, Armed Forces flags or official city banners.

C. Portable or wheeled signs and advertising devices located outside any building, except for temporary signs allowed pursuant to Subsection 17.68.020(J), or signs allowed pursuant to Section 17.68.080.

D. The operation of search lights to promote business activities.

~~E. Signs mounted directly to any part of any roof face that diverges more than twenty five (25) degrees from the vertical plane. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995; Ord. 43 §3, 2001; Ord. 12 §1, 2006; Ord. 38 §3, 2006) (See 17.68.060.F)~~

17.68.040 Off premise signs restricted. A sign may identify or advertise only that activity or use conducted upon or related to the premises upon which the sign is located except in the following circumstances:

A. Official City-owned and maintained directional signs for public facilities, such signs shall be located on City owned property, City easements or property leased by the City. ~~Directional signs owned by the City.~~

B. Signs allowed by Subsections 17.68.020(A), (D), (E) and (K).

C. Signs with a message devoted solely to ideological or political speech.

D. Tourist oriented directional signs owned and erected by the Colorado Department of Transportation pursuant to C.R.S. 43-1-420(3), which meet conditions set out in City resolutions as in effect from time to time.

E. Signs allowed pursuant to 17.68.070 or 17.68.080.

F. Signs at athletic fields with the sign face directed toward the playing field and stands.

G. Shopping centers located within the B-2 and B-3 zoning districts, which consist of more than one separate business which are operated as a single center, by virtue of shared access or parking, common ownership, or controlling covenants, may have a single collective sign related to any or all of the businesses on the shopping center premises, at any place on the center premises. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995; Ord. 43 §5, 2001)

H. Collective identification or directory signs for churches and service clubs.

17.68.050 Permits.

A. Except for the signs specified in Section 17.68.020, no sign may be erected or structurally altered until a Sign Permit has been issued by the City. Applications for a sign permit shall be submitted to the City on forms supplied by the City accompanied by an application fee as set by City Council.

B. The City shall grant a permit only for signs which will be in compliance with the requirements of this Chapter.

C. 1. In all zoning districts, except the B-2 and B-3 Districts, the total Sign Face Area of signs required to have a permit shall not exceed the lesser of one square foot per foot of street frontage of the premises or 300 square feet; except that a minimum of fifty square feet of sign face area shall be allowed for each separate business. No single business or entity may have a sign with any face area larger than 150 square feet.

2. In B-2 and B-3 zoning districts, the total Sign Face Area of signs required to have a permit shall not exceed one square foot per foot of street frontage of the premises, except that a minimum of 100 square feet of sign face area shall be allowed for each separate business. Provided, however, only one side of any two-faced sign shall be counted towards the total Sign Face Area. No single business or entity may have a sign with any single face of the sign larger than 150 square feet. Shopping centers qualifying for a collective sign pursuant to 17.68.040(G) may count the center's street frontage in lieu of the street frontage of each business to determine allowable sign area for the center and its included businesses.

D. A Building Permit is also required for any structural work associated with a sign.

E. No sign requiring a permit shall be allowed in the R-R, R-1, or R-1A Use Districts, except for permanent subdivision entrance identification signs.

F. Signs advertising accessory home occupations shall also be subject to the limitations of subsection 17.04.240(A)(6).

G. Banners, pennants and flags are not eligible for a sign permit. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995; Ord. 4, §3, 1999; Ord. 43 §7, 2001; Ord. 9, §12(part), 2004)

17.68.060 Performance criteria.

A. All signs shall meet the requirements of this Section whether a permit is required or not.

B. All signs shall be maintained in good, legible and safe condition.

C. No sign shall be erected or maintained which creates a traffic or other safety hazard, or which could be mistaken for an official traffic control device.

D. All signs shall be constructed and maintained in accordance with any applicable provisions of the City's building codes and other regulations.

E. All signs shall be erected and maintained in accordance with applicable requirements of State law.

F. No part of any sign attached to or within six feet of a building shall be higher than the ridgeline of the roof or parapet of the building.

G. No sign shall be higher than 35 feet above grade.

H. No sign may be erected or maintained which creates a public or private nuisance, or which unreasonably interferes with the reasonable enjoyment of the adjacent property by reason of unreasonable light, shade or other effects.

I. No sign face shall be larger than 150 square feet in area. No sign shall have more than two sign faces.

J. Signs may be erected only upon property which the sign owner has a legal right to erect such sign. (Ord. 16, 1994; Ord. 32 §1(part), 1995)

17.68.070 Signs over City right-of-way.

A. Signs other than signs belonging to the City may be erected over or upon City-owned streets and alley rights-of-way pursuant to a revocable permit issued pursuant to this Section only on the following

conditions, in addition to other applicable requirements of this Chapter, including a Section 17.68.050 permit.

B. Signs in B-1 Use District:

1. The sign must be supported and attached to a building located in the B-1 Use District.
2. The sign may extend no more than five feet from the building. A sign may extend no closer than six feet from the curblineline. No sign may extend over any roadway or alley.
3. No part of the sign may be less than eight feet above the ground over City right-of-way.
4. No more than one sign per business may extend over the City right-of-way.
5. No sign with its face parallel to the wall of the building to which it is attached, except for those printed on an awning, may extend more than twelve inches from the building, nor more than twelve inches over public property.
6. Plans for signs over City rights-of-way must be submitted reviewed and approved by the City.
7. The revocable permit may be revoked by the City at any time for any reason.
8. Proof of general liability insurance covering the City shall be provided to the City.
9. The sign may identify or advertise only that activity or use conducted upon or related to the property immediately abutting the sign.

C. Subdivision identification signs may be erected on City-owned right-of-way only pursuant to a revocable encroachment permit issued by the City and consistent with the subdivision plat and with appropriate provisions for perpetual maintenance by the property owners of the subdivision in question. (Ord. 32, §1(part), 1995; Ord. 9, §12, 2004)

17.68.080 Sandwich signs.

A. Portable sandwich signs which meet the following criteria may be allowed on Main Street City sidewalks **from 13th Street to 1st Street** ~~in the B-1 Use District~~ if a permit is approved by the City:

1. The sign may have a footprint no larger than 2' x 2' and be no more than 3' tall.
2. All signs, including frames, must be professional quality.
3. The signs may be located only upon sidewalks in a location which will not interfere with the opening of doors of vehicles parked within marked spaces or the ingress and egress of passengers therefrom, and within three feet of the curb.
4. The sign may identify or advertise only that activity or use conducted upon or related to the property immediately abutting the sign.
5. No more than one sign per premises is allowed.

B. An application on forms provided by the City must be submitted along with a fee as set by City Council.

C. The permit shall be revocable by the City at any time in its discretion.

D. The applicant must hold the City harmless and provide general liability insurance to cover the City.

E. The City may confiscate signs on City property which don't comply with applicable requirements without notice. (Ord. 32 §1(part), 1995)

F. Sandwich signs are allowed in any business district if placed upon private property and anchored to avoid the sign blowing or falling over or damaging private property or persons. Such sandwich signs are included in the regular permitting process and are to be included in the computation of signage used.

17.68.090 General provisions.

A. The face area of a sign painted or hung on a wall of a building, or on an awning or structure, shall include all the area within a perimeter surrounding all words, symbols, designs and coloring, distinctive from the wall, awning, or structure upon which it is painted or hung.

B. As used in this Section, "Sign" means and includes any object, device or structure which is used to advertise, identify, display, direct, attract attention, or convey any message concerning any object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projection, and anything else commonly known as a "sign."

C. The intent and purpose of this Chapter is to:

1. Promote the public health, safety, and welfare.
2. Provide a reasonable opportunity on an equitable basis for advertisement and speech by signs.
3. Avoid the unnecessary, excessive, and expensive proliferation of signs.
4. Allow information to be promulgated to the public in a reasonable manner.
5. Protect the natural beauty and aesthetic attributes of the City.
6. Avoid safety or traffic hazards and nuisances. (Ord. 32 §1(part), 1995; Ord. 43 §6, 2001)

17.68.100 Nonconforming signs.

A. Signs which were lawfully erected and maintained in accordance with previously applicable City, County or State regulations which do not comply with all of the regulations of this Chapter as such is amended from time to time may continue to be used and maintained in accordance with the provisions of this Section 17.68.100.

B. All signs shall at all times be maintained in strict conformity with the performance criteria of subsections 17.68.060(B), (C), (D), (E),

and (J). Any sign not in compliance with said subsections shall be removed.

C. The right to maintain a nonconforming sign, including frames and supports, shall be terminated and the sign removed or brought into full compliance with this Chapter under the following conditions:

1. Abandonment of the sign, abandonment or termination of the related business, or an interruption in continuance of the business for six months.

2. A violation of any of the provisions of subsection 17.68.100(B).

3. The destruction of the sign, removal of the sign or damage of the sign, such that the cost of replacement or repair is greater than 50 percent of the replacement cost of the original sign.

4. The creation of any additional violation of, or nonconformity with, this Chapter.

D. City may require any sign on City property to be removed at any time in its discretion. (Ord. 32 §1(part), 1995)

ACTION TO BE TAKEN IF APPROVED

Direct staff to prepare an Ordinance for review and consideration at the next City Council meeting.

SUGGESTED MOTION

I would move to direct staff to prepare an Ordinance for consideration changing the Delta Municipal Code section 17.68, the Sign Code as suggested. (Disapproval would be indicated by a “nay” vote)

Thank you for your attention.

MEMO



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Date: June 18, 2012
To: Mayor, City Council and City Manager
From: Sharleen R. Walker, Planning Technician *slw*
Re: Delta Municipal Code 17.68 – Sign Code Changes

RECOMMENDATION

Review recommended changes to Delta Municipal Code section 17.68 regarding the Sign Code

BACKGROUND

City Council reviewed the sign code at the City Council Work Session on June 5, 2012 and directed staff to suggest certain changes to the Delta Municipal Code section 17.68, the Sign Code.

STAFF REVIEW AND DISCUSSION

The staff suggests the following changes to the Delta Municipal Code section 17.68:

17.68.010 Compliance required. It shall be unlawful to erect or maintain any sign except in compliance with the requirements of this Chapter. Signs not in compliance with the provisions of this Chapter are hereby declared to be a nuisance which may be abated by the City in any lawful manner. Any sign on City property, including the right-of-way of Highways 50, 348, and 92, in violation of this Chapter may be confiscated by the City without notice. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995)

17.68.020 Signs allowed without a permit. The following may be erected, maintained and used without a sign permit as long as they are properly maintained in accordance with the requirements of this Section 17.68.020 and Section 17.68.060 and with other applicable requirements of this Chapter, State law and City ordinances and regulations, and are not prohibited by Sections 17.68.030 or 17.68.040.

A. Official traffic control devices, signs and notices erected, owned and maintained by the United States, the State of Colorado, the City of Delta, or any of their political subdivisions for official government purposes; and flags of any such political subdivisions, unless used for the purpose of promoting commercial activity.

B. One or more signs with an aggregate sign face area of 10 square feet or less for the premises upon which they are located.

C. Works of art unless they are used to convey commercial speech.

D. Temporary decorations, displays, pennants, banners and flags, which are customarily displayed and associated with hunting season, civic events, or holidays.

E. Public utility warning signs, construction warning signs, and signs warning of other hazards, with no sign face larger than 10 square feet in area.

F. Identification signs incidental to the identification and use of vehicles attached to the vehicle.

G. Traffic control devices with no sign face larger than ten square feet.

H. Temporary real estate "For Sale" or "For Rent" signs with aggregate sign face area of no more than ten square feet. Such signs shall come down within 24 hours of the closing of the sale or lease. Subdivisions, Planned Unit Developments, and similar developments with more than one lot or unit being marketed together may utilize a single "For Sale" sign, with no more than 65 square feet of aggregate sign space area, in lieu of the individual signs allowed hereinabove on each lot or unit. This larger sign can be used until such time as 60 percent of the total lots or units in such development have been sold. One of these larger signs may be used at each street intersection accessing such development, or at one location within the development.

I. Signs within buildings, and temporary signs attached to the inside of a window.

J. Up to four temporary signs per premises per year with a maximum area of any sign face of ten square feet. No single sign shall be in place for more than 30 days per year.

K. Signs not visible from off of the premises upon which they are located.

L. Temporary signs utilized in association with the initial operation of a business during a period from ten (10) days before the business opening, until twenty (20) days after the business opening. (Ord. 8 §1(16-17)(part), 1976; Ord. 19, §2(part), 1980; Ord. 32 §1(part). 1995; Ord. 23, §1, 1996; Ord. 43, §1 & §2, 2001; Ord. 9, §13, 2004)

Add section below:

17.68.020 (M) Campaign Signs: Noncommercial signs, such as political signs used for campaigning purposes, shall be allowed for a time period not to exceed sixty (60) days prior to the scheduled election and shall be removed no later than ten (10) days after the election date in which the office, issue or ballot question is decided. Signs shall not be placed in any public right-of way, including medians, except that adjacent property owners may place campaign signs in a landscaped right-

of-way area between the sidewalk and curb adjacent to private property. Signs placed on private property shall not obstruct the vision of motorists or pedestrian traffic due to size or location. Additionally, the total area of all such signs on a lot shall not exceed thirty-two (32) square feet.

17.68.030 Prohibited signs and devices. The following are hereby prohibited if visible off of the premises upon which they are located:

A. Animated, rotating, moving, or flashing signs, except scroll signs with changing written messages, with less than 10 square feet of sign face.

~~B. Balloons or other wind powered devices designed to attract attention, not including pennants, banners or flags, except when used for civic events up to a maximum of ten (10) days or as a temporary sign pursuant to Subsection 17.68.020(L), so long as they are kept within twenty (20) feet of ground level. This paragraph (B) shall not apply to balloons having a diameter of less than 24 inches or to any pennants, banners or flags.~~

B. Balloons or other wind-powered devices including banners, pennants and flags, except when used for civic events up to a maximum of ten (10) days or as a temporary sign pursuant to Subsection 17.68.020(L). When such balloons, wind-powered devices, banners or flags are used as above they must be kept within twenty (20) feet of ground level. This paragraph (B) shall not apply to balloons or pennants having a diameter of less than 24 inches, National, State, Armed Forces flags or official city banners.

C. Portable or wheeled signs and advertising devices located outside any building, except for temporary signs allowed pursuant to Subsection 17.68.020(J), or signs allowed pursuant to Section 17.68.080.

D. The operation of search lights to promote business activities.

~~E. Signs mounted directly to any part of any roof face that diverges more than twenty five (25) degrees from the vertical plane. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995; Ord. 43 §3, 2001; Ord. 12 §1, 2006; Ord. 38 §3, 2006) (See 17.68.060.F)~~

17.68.040 Off premise signs restricted. A sign may identify or advertise only that activity or use conducted upon or related to the premises upon which the sign is located except in the following circumstances:

A. Official City-owned and maintained directional signs for public facilities, such signs shall be located on City owned property, City easements or property leased by the City. ~~Directional signs owned by the City.~~

B. Signs allowed by Subsections 17.68.020(A), (D), (E) and (K).

C. Signs with a message devoted solely to ideological or political speech.

D. Tourist oriented directional signs owned and erected by the Colorado Department of Transportation pursuant to C.R.S. 43-1-420(3), which meet conditions set out in City resolutions as in effect from time to time.

E. Signs allowed pursuant to 17.68.070 or 17.68.080.

F. Signs at athletic fields with the sign face directed toward the playing field and stands.

G. Shopping centers located within the B-2 and B-3 zoning districts, which consist of more than one separate business which are operated as a single center, by virtue of shared access or parking, common ownership, or controlling covenants, may have a single collective sign related to any or all of the businesses on the shopping center premises, at any place on the center premises. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995; Ord. 43 §5, 2001)

H. Collective identification or directory signs for churches and service clubs.

17.68.050 Permits.

A. Except for the signs specified in Section 17.68.020, no sign may be erected or structurally altered until a Sign Permit has been issued by the City. Applications for a sign permit shall be submitted to the City on forms supplied by the City accompanied by an application fee as set by City Council.

B. The City shall grant a permit only for signs which will be in compliance with the requirements of this Chapter.

C. 1. In all zoning districts, except the B-2 and B-3 Districts, the total Sign Face Area of signs required to have a permit shall not exceed the lesser of one square foot per foot of street frontage of the premises or 300 square feet; except that a minimum of fifty square feet of sign face area shall be allowed for each separate business. No single business or entity may have a sign with any face area larger than 150 square feet.

2. In B-2 and B-3 zoning districts, the total Sign Face Area of signs required to have a permit shall not exceed one square foot per foot of street frontage of the premises, except that a minimum of 100 square feet of sign face area shall be allowed for each separate business. Provided, however, only one side of any two-faced sign shall be counted towards the total Sign Face Area. No single business or entity may have a sign with any single face of the sign larger than 150 square feet. Shopping centers qualifying for a collective sign pursuant to 17.68.040(G) may count the center's street frontage in lieu of the street frontage of each business to determine allowable sign area for the center and its included businesses.

D. A Building Permit is also required for any structural work associated with a sign.

E. No sign requiring a permit shall be allowed in the R-R, R-1, or R-1A Use Districts, except for permanent subdivision entrance identification signs.

F. Signs advertising accessory home occupations shall also be subject to the limitations of subsection 17.04.240(A)(6).

G. Banners, pennants and flags are not eligible for a sign permit. (Ord. 8 §1(16-17)(part), 1976; Ord. 32 §1(part), 1995; Ord. 4, §3, 1999; Ord. 43 §7, 2001; Ord. 9, §12(part), 2004)

17.68.060 Performance criteria.

A. All signs shall meet the requirements of this Section whether a permit is required or not.

B. All signs shall be maintained in good, legible and safe condition.

C. No sign shall be erected or maintained which creates a traffic or other safety hazard, or which could be mistaken for an official traffic control device.

D. All signs shall be constructed and maintained in accordance with any applicable provisions of the City's building codes and other regulations.

E. All signs shall be erected and maintained in accordance with applicable requirements of State law.

F. No part of any sign attached to or within six feet of a building shall be higher than the ridgeline of the roof or parapet of the building.

G. No sign shall be higher than 35 feet above grade.

H. No sign may be erected or maintained which creates a public or private nuisance, or which unreasonably interferes with the reasonable enjoyment of the adjacent property by reason of unreasonable light, shade or other effects.

I. No sign face shall be larger than 150 square feet in area. No sign shall have more than two sign faces.

J. Signs may be erected only upon property which the sign owner has a legal right to erect such sign. (Ord. 16, 1994; Ord. 32 §1(part), 1995)

17.68.070 Signs over City right-of-way.

A. Signs other than signs belonging to the City may be erected over or upon City-owned streets and alley rights-of-way pursuant to a revocable permit issued pursuant to this Section only on the following

conditions, in addition to other applicable requirements of this Chapter, including a Section 17.68.050 permit.

B. Signs in B-1 Use District:

1. The sign must be supported and attached to a building located in the B-1 Use District.
2. The sign may extend no more than five feet from the building. A sign may extend no closer than six feet from the curblineline. No sign may extend over any roadway or alley.
3. No part of the sign may be less than eight feet above the ground over City right-of-way.
4. No more than one sign per business may extend over the City right-of-way.
5. No sign with its face parallel to the wall of the building to which it is attached, except for those printed on an awning, may extend more than twelve inches from the building, nor more than twelve inches over public property.
6. Plans for signs over City rights-of-way must be submitted reviewed and approved by the City.
7. The revocable permit may be revoked by the City at any time for any reason.
8. Proof of general liability insurance covering the City shall be provided to the City.
9. The sign may identify or advertise only that activity or use conducted upon or related to the property immediately abutting the sign.

C. Subdivision identification signs may be erected on City-owned right-of-way only pursuant to a revocable encroachment permit issued by the City and consistent with the subdivision plat and with appropriate provisions for perpetual maintenance by the property owners of the subdivision in question. (Ord. 32, §1(part), 1995; Ord. 9, §12, 2004)

17.68.080 Sandwich signs.

A. Portable sandwich signs which meet the following criteria may be allowed on Main Street City sidewalks **from 13th Street to 1st Street** ~~in the B-1 Use District~~ if a permit is approved by the City:

1. The sign may have a footprint no larger than 2' x 2' and be no more than 3' tall.
2. All signs, including frames, must be professional quality.
3. The signs may be located only upon sidewalks in a location which will not interfere with the opening of doors of vehicles parked within marked spaces or the ingress and egress of passengers therefrom, and within three feet of the curb.
4. The sign may identify or advertise only that activity or use conducted upon or related to the property immediately abutting the sign.
5. No more than one sign per premises is allowed.

B. An application on forms provided by the City must be submitted along with a fee as set by City Council.

C. The permit shall be revocable by the City at any time in its discretion.

D. The applicant must hold the City harmless and provide general liability insurance to cover the City.

E. The City may confiscate signs on City property which don't comply with applicable requirements without notice. (Ord. 32 §1(part), 1995)

F. Sandwich signs are allowed in any business district if placed upon private property and anchored to avoid the sign blowing or falling over or damaging private property or persons. Such sandwich signs are included in the regular permitting process and are to be included in the computation of signage used.

17.68.090 General provisions.

A. The face area of a sign painted or hung on a wall of a building, or on an awning or structure, shall include all the area within a perimeter surrounding all words, symbols, designs and coloring, distinctive from the wall, awning, or structure upon which it is painted or hung.

B. As used in this Section, "Sign" means and includes any object, device or structure which is used to advertise, identify, display, direct, attract attention, or convey any message concerning any object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projection, and anything else commonly known as a "sign."

C. The intent and purpose of this Chapter is to:

1. Promote the public health, safety, and welfare.
2. Provide a reasonable opportunity on an equitable basis for advertisement and speech by signs.
3. Avoid the unnecessary, excessive, and expensive proliferation of signs.
4. Allow information to be promulgated to the public in a reasonable manner.
5. Protect the natural beauty and aesthetic attributes of the City.
6. Avoid safety or traffic hazards and nuisances. (Ord. 32 §1(part), 1995; Ord. 43 §6, 2001)

17.68.100 Nonconforming signs.

A. Signs which were lawfully erected and maintained in accordance with previously applicable City, County or State regulations which do not comply with all of the regulations of this Chapter as such is amended from time to time may continue to be used and maintained in accordance with the provisions of this Section 17.68.100.

B. All signs shall at all times be maintained in strict conformity with the performance criteria of subsections 17.68.060(B), (C), (D), (E),

and (J). Any sign not in compliance with said subsections shall be removed.

C. The right to maintain a nonconforming sign, including frames and supports, shall be terminated and the sign removed or brought into full compliance with this Chapter under the following conditions:

1. Abandonment of the sign, abandonment or termination of the related business, or an interruption in continuance of the business for six months.

2. A violation of any of the provisions of subsection 17.68.100(B).

3. The destruction of the sign, removal of the sign or damage of the sign, such that the cost of replacement or repair is greater than 50 percent of the replacement cost of the original sign.

4. The creation of any additional violation of, or nonconformity with, this Chapter.

D. City may require any sign on City property to be removed at any time in its discretion. (Ord. 32 §1(part), 1995)

ACTION TO BE TAKEN IF APPROVED

Direct staff to prepare an Ordinance for review and consideration at the next City Council meeting.

SUGGESTED MOTION

I would move to direct staff to prepare an Ordinance for consideration changing the Delta Municipal Code section 17.68, the Sign Code as suggested. (Disapproval would be indicated by a “nay” vote)

Thank you for your attention.

COUNCIL BILL NO. _____, 2012

ORDINANCE NO. _____, 2012

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING SUBSECTION 15.04.090.A.1. OF THE DELTA
MUNICIPAL CODE TO REVISE SUPPLEMENTAL
DEVELOPMENT STANDARDS FOR PROPERTIES
LOCATED WITHIN HIGHWAY CORRIDORS IN THE
CITY LIMITS.**

WHEREAS, at the request of the City Council, the City Planning Commission has reviewed provisions of development standards for properties located within highway corridors in City limits; and

WHEREAS, following its process of review, the Planning Commission has made recommendations to the Council for certain revisions of the pertinent standards; and

WHEREAS, the City Council finds the recommendations of the Planning Commission to be reasonable and necessary for promotion of the public welfare.

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

Section 1. Subsection 15.04.090.A.1..of the Delta Municipal Code is hereby amended to hereafter provide as follows:

15.04.090.A. Supplemental site development standards for highway corridors.

1. Building facades which are substantially constructed of smooth-face concrete, smooth-face concrete block, or metal siding, or similar monolithic building materials shall be designed to include either a) two (2) foot eaves and a different colored pitched roof with a height between the top of the roof and the eave of at least equal to the distance from the eave to the ground, or a 8:12 pitch; or b) contrasting surface materials on a minimum of 24% of area of the front, and on 20% on each side and rear where visible from any street or proposed street. Such materials may include, but are not limited to, contrasting materials such as glass, brick, stucco, wood, stone, different colored metal or different colored paint. In either case, other architectural elements must also be included in the design which include but are not limited to architectural projections such as dormers, roof overhangs, protective canopies, and creatively shaped window openings. Metal skinned buildings are not allowed within the B-1 Zoning District.

Section 2. All other provisions of Section 15.04.090 of the Delta Municipal Code are hereby ratified and confirmed as presently written.

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

Mayor

ATTEST:

Deputy City Clerk

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

Mayor

ATTEST:

City Clerk



MEMO

To: *Mayor and Council*

From: *Jim Hatheway, Public Works Director*

Date: *18 June 12*

Subject: *Senteney Family Trust Condemnation*

RECOMMENDATION

The Public Works Department is recommending that the City adopt an ordinance authorizing City staff and attorney to pursue condemnation actions against the Senteney Family Trust to acquire property for Confluence Drive.

BACKGROUND

City staff, City attorney and TRS representatives have tried on numerous occasions to negotiate a purchase price based on fair market value for roughly 0.5 acres needed for Confluence Drive with the Trustee for the Senteney Family Trust. The Trustee has turned down all offers made to him to purchase this property. The final two offers were made based on an appraisal prepared by a certified appraiser on the City's behalf. The Trustee for the property has chosen not to have an appraisal completed as allowed in the acquisition process. All options have been exhausted and the City must now proceed with condemnation to acquire the property.

COST

Attorney fees, court fees, publishing costs, staff cost – All unknown at this point. Will be dependent upon the court proceedings. Estimated costs range as much as \$100,000.

ACTIONS TO BE TAKEN IF APPROVED

City attorney will proceed to follow condemnation action against the trust supported by staff and employees of TRS.

SUGGESTED MOTION

I move the City adopt the attached ordinance to proceed with condemnation action against the Senteney Family Trust to acquire property for Confluence Drive.

RESOLUTION NO. 6, 2012

A RESOLUTION OF THE CITY OF DELTA AUTHORIZING THE CONDEMNATION OF CERTAIN REAL PROPERTY OF THE SENTENEY FAMILY TRUST FOR THE CITY'S CONFLUENCE DRIVE PROJECT.

Whereas, the City Council of Delta, Colorado has determined the need to acquire two (2) adjoining pieces of real property, totaling approximately 0.489 acres, located in part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 15 South, Range 96 West of the 6th P.M., Delta County, Colorado, and more specifically described and depicted on the four (4) pages comprising Exhibits A and B attached hereto (hereinafter generally referred to as "the subject real property") for the public purpose of constructing and maintaining a new roadway or thoroughfare to be known as Confluence Drive, all in accord with local election results and with certain implementing ordinances and/or resolutions adopted by the Council; and

Whereas, the subject real property is a part of a larger property area presently titled in the name of the Senteney Family Trust, a statement of authority for which trust was recorded on August 24, 2006 under Reception No.607014 of the Delta County, Colorado records; and

Whereas, according to the aforementioned statement of authority, the trustees of the Senteney Family Trust are Paul Senteney and Helen M. Senteney, and the mailing address for said trust is 615 - 1800 Road, Delta, Colorado 81416; and

Whereas, various informal and formal offers to purchase the subject real property have been presented on the City's behalf to the aforementioned trustees of the owner trust; and

Whereas, the fair market value for the subject real property has been determined in a properly qualified written appraisal prepared in accord with applicable law, and the most recent offers of purchase made to the owner trust on the City's behalf exceed the amount so determined; and

Whereas, despite its diligent efforts made in good faith, the City has been unable to negotiate a purchase of the subject real property from the owner trust on reasonable terms, and it presently appears that further efforts at such negotiation will be futile; and

Whereas, the City has power under the constitution and statutes of Colorado, and under the charter and ordinances of the City itself, to condemn and thereby acquire unencumbered title to the subject real property through the exercise of its power of eminent domain; and

Whereas, it appears that a current exercise of the City's eminent domain power is necessary to enable and facilitate the City's acquisition of fee simple title to the subject real property.

NOW, THEREFORE, IT IS HEREBY RESOLVED that City staff, including the City attorney, shall be and are hereby authorized to commence and pursue with diligence, for the public purposes stated above, the acquisition through formal eminent domain proceedings of complete fee simple title to, and possession of, the subject property owned by the Senteney Family Trust and specifically described and depicted in Exhibits A and B attached hereto, all in the manner prescribed by applicable Colorado law. The acquisition authorized hereby shall not include any irrigation ditch and water rights that may be appurtenant to the subject property.

The foregoing resolution was adopted by the City Council of Delta, Colorado on the 18th day of June, 2012.

The City of Delta, Colorado

By: _____
Edward C. Sisson, Mayor

Attest:

Jolene E. Nelson, City Clerk

EXHIBIT A
SHEET 1 OF 2

RIGHT OF WAY DESCRIPTION PARCEL 16

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE LINE BETWEEN THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 96 WEST, 6TH P.M., MONUMENTED BY A 2-1/2 INCH ALUMINUM CAP STAMPED LS 17485, 1997, AND DT-20, MONUMENTED BY A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED LSJ36067, BEARS N 42°53'45" W, A DISTANCE OF 5211.92 FEET, BEARINGS ARE BASED ON THE MESA COUNTY LOCAL COORDINATE SYSTEM KNOWN AS DCLC02 (2009);

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE N 53°31'54" W A DISTANCE OF 2,080.50 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 435 AT PAGE 1567 OF THE DELTA COUNTY RECORDS AND LYING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, S 41°22'27" E, A DISTANCE OF 192.39 FEET;

THENCE N 52°52'35" W, A DISTANCE OF 243.77 FEET TO THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 435 AT PAGE 1567;

THENCE ALONG THE SOUTHERLY LINES OF SAID PARCEL OF LAND THE FOLLDWING TWO (2) COURSES:

- 1. S 54°39'27" E, A DISTANCE OF 39.84 FEET;*
- 2. N 59°40'33" E, A DISTANCE OF 40.20 FEET TO THE POINT OF BEGINNING;*

CONTAINING AN AREA OF 3,946 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

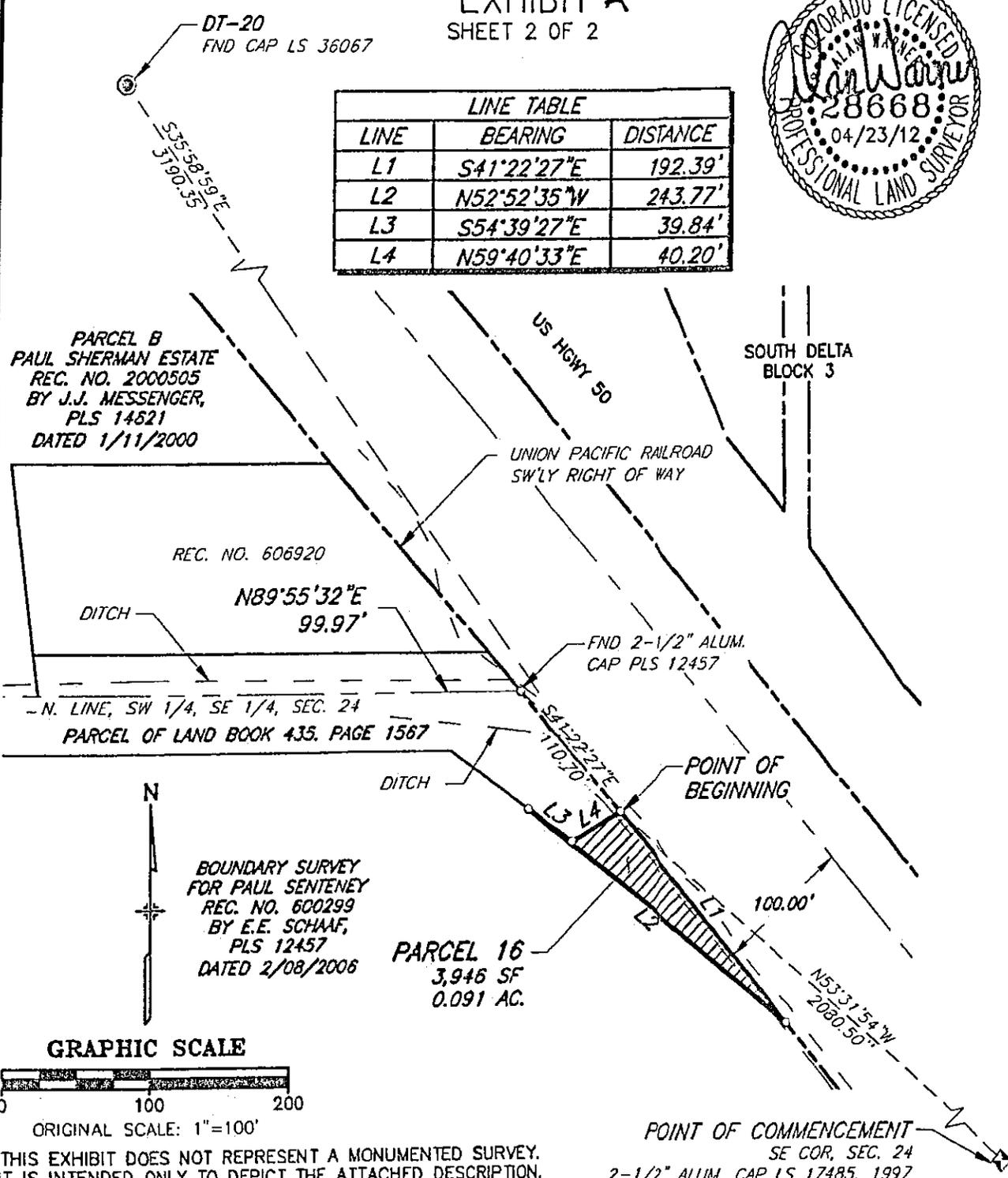
*ALAN WARNER, PLS 28668
FOR AND ON BEHALF OF
STANTEC CONSULTING INC.*



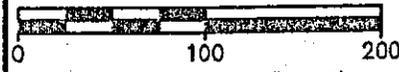
EXHIBIT A
SHEET 2 OF 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°22'27"E	192.39'
L2	N52°52'35"W	243.77'
L3	S54°39'27"E	39.84'
L4	N59°40'33"E	40.20'



GRAPHIC SCALE



ORIGINAL SCALE: 1"=100'

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



Stantec Consulting Inc.
2000 S Colorado Blvd
Suite 2-300
Denver, CO 80222
Tel. 303.758.4058
Fax. 303.758.4828
www.stantec.com

PROPERTY DESCRIPTION
RIGHT OF WAY PARCEL 16
ALTERNATE TRUCK ROUTE
SENTENEY FAMILY TRUST
SE 1/4, SEC. 24, T 15 S, R 96 W
OF THE 6TH PM, CITY OF DELTA
DELTA COUNTY, STATE OF COLORADO

PROJECT NO.:		1876 07735
DATE:		03/21/12
CAD OPR.:	SHEET:	
AGW		2 OF 2

EXHIBIT B
SHEET 1 OF 2

RIGHT OF WAY DESCRIPTION PARCEL 16A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 96 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF DELTA, COUNTY OF DELTA, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE LINE BETWEEN THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 96 WEST, 6TH P.M., MONUMENTED BY A 2-1/2 INCH ALUMINUM CAP STAMPED LS 17485, 1997, AND DT-20, MONUMENTED BY A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED LS 36067, BEARS N 42°53'45" W, A DISTANCE OF 5211.92 FEET, BEARINGS ARE BASED ON THE MESA COUNTY LOCAL COORDINATE SYSTEM KNOWN AS DCLC02 (2009);

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE N 54°45'30" W A DISTANCE OF 1,892.86 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, S 41°22'27" E, A DISTANCE OF 200.60 FEET;

THENCE N 52°52'35" W, A DISTANCE OF 559.61 FEET;

THENCE N 89°54'54" E, A DISTANCE OF 62.54 FEET;

THENCE S 54°39'27" E, A DISTANCE OF 70.20 FEET;

THENCE S 52°52'35" E, A DISTANCE OF 243.06 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 17,326 SQUARE FEET OR 0.398 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT

I HEREBY STATE THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*ALAN WARNER, PLS 28668
FOR AND ON BEHALF OF
STANTEC CONSULTING INC.*

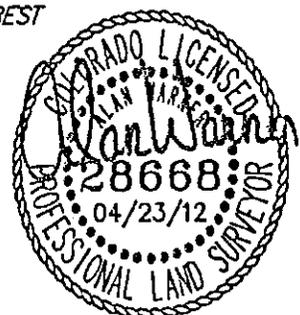
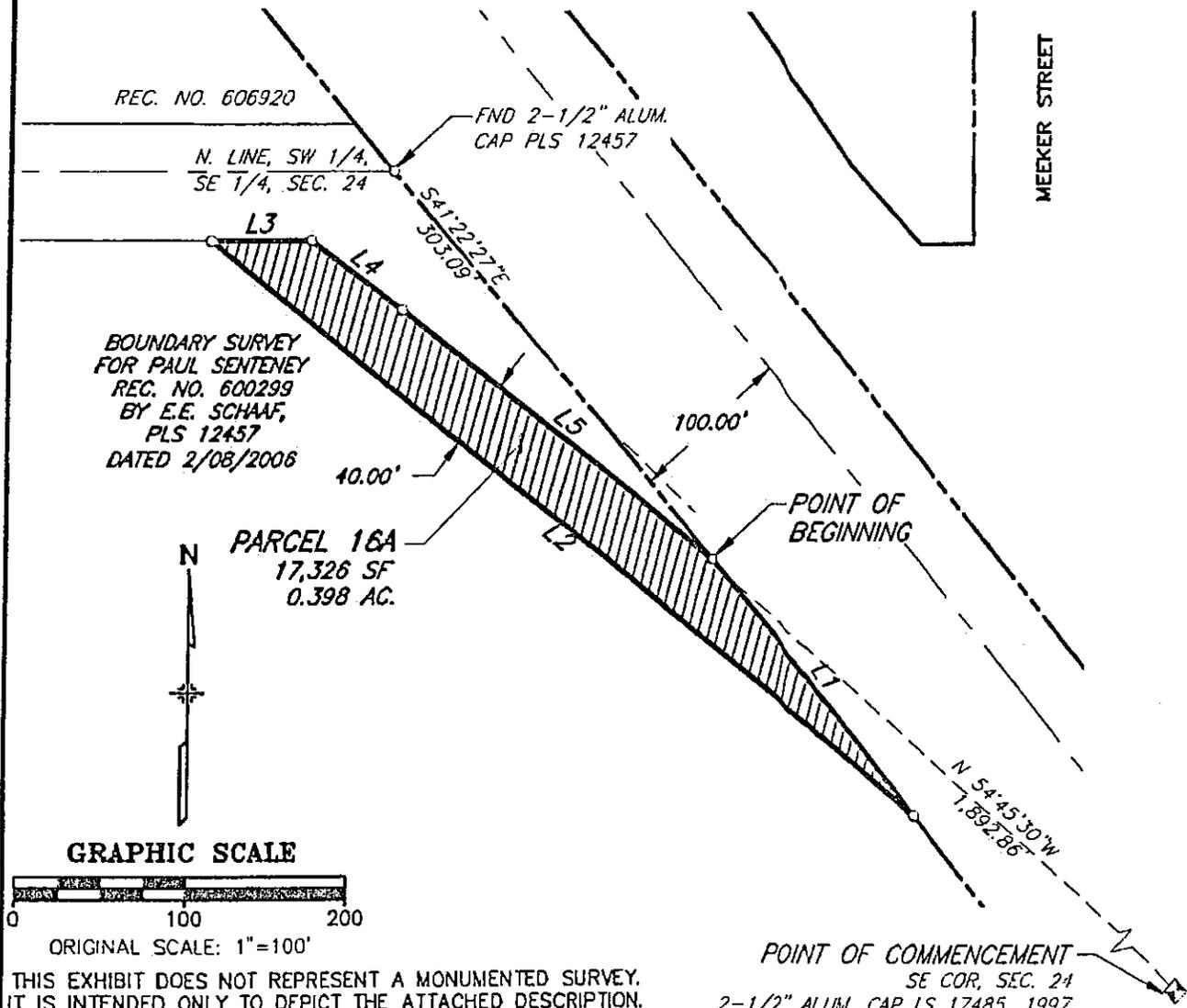


EXHIBIT B
SHEET 2 OF 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°22'27"E	200.60'
L2	N52°52'35"W	559.61'
L3	N89°54'54"E	62.54'
L4	S54°39'27"E	70.20'
L5	S52°52'35"E	243.06'



THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



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PROPERTY DESCRIPTION
RIGHT OF WAY PARCEL 16A
ALTERNATE TRUCK ROUTE
SENTENEY FAMILY TRUST
SE 1/4, SEC. 24, T 15 S, R 96 W
OF THE 6TH PM, CITY OF DELTA
DELTA COUNTY, STATE OF COLORADO

PROJECT NO.:	
1876 07735	
DATE:	
03/21/12	
CAD OPR.:	SHEET:
AGW	2 OF 2