



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**

**May 3, 2016
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Delta County Library District Update**
- F. Oil/Gas Lease Exchange Discussion with Scott Tipton's Office**
- G. Colorado Parks and Wildlife Special Event Request**
- H. Reschedule the June 21, 2016 Regular City Council Meeting**
- I. Resolution #4, 2016; Making a Finding of Substantial Compliance with Annexation Statutes and Setting a Public Hearing Date**
- J. Main Street Alley Pavement Project**
- K. Ordinance #4, 2016; Second and Final Reading
Rezone of West Winds**
- L. Building Safety Month Proclamation**
- M. Appointment to Delta Housing Authority Board**
- N. City Attorney Comments**
- O. City Manager Comments**
- P. Councilmember Comments**
- Q. Executive Session**
For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions (pending litigation update) under CRS Section 24-6-402(4)(b) and 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).

Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers-Elect Ron Austin, Gerald Roberts, Chris Ryan and Councilmember Bill Raley, along with City Manager David Torgler and City Attorney David McConaughy. 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.

Oath of Office

The City Clerk administered the Oath of Office to Councilmembers-Elect Ron Austin, Gerald Roberts, and Chris Ryan who were elected on April 5, 2016.

The Clerk also administered the Oath of Office to David Torgler as City Manager and David McConaughy as City Attorney.

Election of Mayor and Mayor Pro Tem

It was moved by Councilmember Raley and seconded by Councilmember Austin to appoint Ed Sisson as Mayor. Roll call vote: Councilmembers Austin, aye; Raley, aye; Roberts, aye; Ryan, aye and Sisson aye. Motion carried.

It was moved by Councilmember Sisson and seconded by Councilmember Raley to appoint Ron Austin as Mayor Pro Tem. Roll call vote: Councilmembers Austin, aye; Raley, aye; Roberts, aye; Ryan, aye and Sisson aye. Motion carried

City Council Board & Committee Appointments

The following appointments for various boards were discussed:

Board of County Commissioners, David Torgler and Ed Sisson
Club 20, Gerald Roberts
Delta Area Chamber of Commerce, Ed Sisson
Delta Area Planning Committee, Glen Black
Delta County Economic Development Glen Black and Ron Austin
Delta County Housing Task Force, Bill Raley
Delta Housing Authority Board, Ed Sisson
Juvenile Diversion, Bill Raley
Municipal Quarterly, Ed Sisson and Ron Austin
Project 7, Steve Glammeyer and Gerald Roberts
Region 10, Bill Raley and David Torgler
Colorado Municipal League Police Committee, Ed Sisson and Gerald Roberts

It was moved by Councilmember Roberts and seconded by Councilmember Ryan to approve the appointments as presented. All in favor, motion carried.

Regular Meeting, Delta City Council, April 19, 2016 (cont.)

Minutes

It was moved by Councilmember Roberts and seconded by Councilmember Raley to approve the minutes of the April 5, 2016 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

Dennis Phillips, 1906 1600 Road, commented on the golf course and thanked Wilma Erven for all her hard work.

Public Hearing: Special Event Permit; Delta County Young Life

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

The Clerk reported that Delta County Young Life has submitted an application for a Special Events for their fundraising event to be held on April 23, 2016 at Bill Heddles Recreation Center. The application is complete and all fees have been paid. A sign was posted at the site as required by law and one comment has been received. In summary the comment states that they object to the license being issued because of the nature of the organization. The Clerk requested the City Attorney to advise Council on the criteria in which Council can deny a permit.

The City Attorney stated that state statute does not have grounds for approval; however does state statute does have grounds for denial. You may deny the permit if the issuance would be injurious to the public welfare because of 1) the nature of the event; 2) the location of the event or 3) the failure of the applicant in any past special events to conduct the event with applicable laws. Staff is unaware of any past violations. At this time staff sees no concerns in recommending approval of the permit.

City Manager David Torgler questioned if the objection was signed in a pseudo-name format, does the pseudo signature make the complaint in valid?

Attorney McConaughy stated that the written complaint speaks for itself. Staff does not believe that it presents the three grounds for denying the permit. If the individual is present and wants to speak to the written complaint they may do so. The reason for the public hearing is the language in the ordinance authorizing the Clerk to approve these types of permits.

Mayor Sisson questioned if the individual present.

The Clerk stated the person is not present. She also stated that this is the first event for Delta County Young Life. The applicant is present if Council has any questions.

Ty Gallenbeck, 1736 Pioneer Circle, area director for Young Life stated that it is Young Life's 75th anniversary and they are celebrating with holding a wine tasting event. It is modeled after the Boy's and Girl's Club events.

Councilmember Roberts congratulated Young Life on the 75th anniversary. Although he agrees with the comments in the letter he sees no legal means to deny the application.

Regular Meeting, Delta City Council, April 19, 2016 (cont.)

Public Hearing: Special Event Permit; Delta County Young Life

The Mayor closed the public hearing and reconvened the public hearing.

It was moved by Councilmember Roberts and seconded by Councilmember Raley to approve the application for a special events permit submitted by Delta County Young Life. All in favor, motion carried.

River Restoration Contract

Community Development Director Glen Black reported that the City is working with Region 10 and Delta County Economic Development and has engaged consultants Better City on several economic development studies. One feasibility study is looking at creating a Gateway project for the City including development and improvements of the Gunnison River. The City has applied for and been awarded a REDI Grant for \$100,000 to hire an engineering firm to create preliminary engineering plans along a 2 mile stretch of the Gunnison River that will help activate the river corridor as a recreational asset and attract private investment along the riverfront and adjacent acreage. We have received one proposal from River Restoration, a firm located in Carbondale Colorado. The money has to be spent by the end of June; therefore staff is requesting approval to award the contract so that when the grant paperwork is signed by DOLA the project can begin.

There was discussion regarding the time frame and the work that is being performed at this state. This is for 60% of the design work at this time.

Mayor Sisson stated that River Restoration comes highly recommended.

Councilmember Roberts questioned how wide of an area they are looking at.

Mr. Black presented a few maps showing the two mile stretch of the river they are looking at.

There was additional discussion regarding what the design work will entail.

Attorney McConaughy stated that if Council votes to approve the City would require a signed professional services agreement. He also stated on a personal note he feels it would be a great amenity that Council should consider.

It was moved by Councilmember Ryan and seconded by Councilmember Raley to award River Restoration the contract to create a preliminary engineering and design plan for a two mile stretch of the Gunnison River corridor contingent upon receiving the REDI grant and approval of the agreement by the City Attorney. All in favor, motion carried.

Ordinance #4, 2016; First Reading **Westwinds Rezone**

Community Development Director Glen Black stated that on April 4, 2016, Planning Commission held a Public Hearing to review a Zoning Amendment/Rezone Request for Westwinds PUD, Hawkins Commercial Lot 1 and 2, from B-2 to B-3. The Planning Commission has made a recommendation to the City Council to approve the zoning amendment. Per City

Regular Meeting, Delta City Council, April 19, 2016 (cont.)

**Ordinance #4, 2016; First Reading
Westwinds Rezone (cont.)**

Code 17.04.290.H.1, "The Council may without further review implement such recommended change by adoption of a rezoning ordinance or take no action if no change is recommended, unless an appeal is filed as set out below, or it may decide in its discretion to hear the matter de novo as set out in Subsection (3) below."

Ordinance No. 4, 2016

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING THE ZONING DESIGNATION OF WEST WINDS
PLANNED UNIT DEVELOPMENT, HAWKINS COMMERCIAL
LOTS 1 & 2 FROM B-2 TO B-3

was read by the Clerk.

It was moved by Councilmember Roberts and seconded by Councilmember Austin to adopt Ordinance #4, 2016 on first reading. Roll call vote: Councilmembers Austin, aye; Raley, aye; Roberts, aye; Ryan, aye and Sisson aye. Motion carried.

Weed Abatement Agreement

Parks and Recreation Director Wilma Erven stated that weed abatement was done in 2015 by the Parks Department. Staffing and completing the project in the manner that needs to be done, especially during a heavier rain type summer, was very difficult for the Parks Department. During the budgeting process the decision was made to put the bid out to the community spraying companies for a two year contract, with a budget of \$30,000 per year.

The bid requests ask for two separate bids, one including all of the highways and the second excluding all highways. Due to the bids with highways included being over the budget, staff is recommending that we proceed with the bid for excluding highways. The highways will continue to be mowed by the Parks Department.

Staff received two qualified bids for this project. A third bid was received that did not fill the qualifications of the bid. Staff is recommending Council to consider awarding the weed abatement to Fedler Spraying.

Councilmember Roberts stated that he has a contract with one of the company's that submitted a bid. He wanted to be sure there was no conflict.

Attorney McConaughy stated that there is no conflict.

Councilmember Austin stated that he is glad that the City is using local contractors.

There was discussion as to when the contractor will begin work. Ms. Erven stated as soon as the contract is signed.

Regular Meeting, Delta City Council, April 19, 2016 (cont.)

Weed Abatement Agreement (cont.)

It was moved by Councilmember Roberts and seconded by Councilmember Raley to award Fedler Spraying the weed abatement contract in the amount of \$26,500 for two years. All in favor, motion carried.

Arbor Day Proclamation

The Mayor read the proclamation.

City Attorney Comments

Attorney McConaughy reported that Council approved his office to file an opposition in a water rights case and that case has been resolved.

City Manager Comments

City Manager David Torgler reported on the following items:

- Home Show this weekend.
- Morning Buzz will be reporting on economic development studies.
- May 3rd, 2016 will be the Council Orientation at 5:30pm.
- April 21st, 2016 is the DCED annual meeting at 6pm.
- April 21st, 2016 is the Chamber After Hours.

Councilmember Comments

Councilmember Austin thanked his family and friends for their support during this time of office. He also thanked the citizens for the support. He summarized his vision while he is on Council.

Councilmember Raley commented on the Delta County Housing Task Force.

Councilmember Roberts thanked the citizens for the opportunity to serve the City of Delta.

Councilmember Ryan also thanked the community for their support and encouragement.

Mayor Sisson stated that Altrusa is holding the annual e-waste event on April 23rd, 2016. He thanked the Council for their support.

The meeting was adjourned at 7:52 p.m.

Jolene E. Nelson, CMC, City Clerk

Item D:

Citizen Comments



Item E:

Delta County Library District Update



MEMO

To: Mayor and City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: May 3, 2016
Subject: Oil/Gas Lease Exchange Discussion



Office of the City Clerk

The following information was provided by Scott Tipton's office regarding the oil/gas lease exchange:

The Bureau of Land Management (BLM) is currently reviewing 65 oil and gas leases located on the White River National Forest after a 2007 ruling by the Interior Board of Land Appeals found a National Environmental Policy Act (NEPA) deficiency on three of them. It was found that while the Forest Service (USFS) had conducted NEPA analysis with the help of BLM, BLM never formally adopted the analysis prior to issuing the leases.

In the meantime, the White River NF recently adopted a planning amendment for oil and gas which would prohibit new leasing and development in an area known as the Thompson Divide, and impose new restrictions elsewhere in the forest. BLM is using this amendment as a baseline to propose cancelling the leases in the Thompson Divide and imposing new stipulations to many of the remaining leases.

The two companies whose leases are under threat of cancellation have proposed to voluntarily relinquish their existing leases in exchange for new leases of equal value elsewhere. One company has proposed new leases in Rio Blanco County, and the other has proposes an area that lies primarily within Delta County, with a significant proportion in Mesa County, and a small fraction in Gunnison County.

We're currently in the process of getting feedback on this idea, and have put together a discussion draft so folks have something tangible to comment on. Given that Delta County could potentially receive new oil and gas leases in an exchange, we're very keen to hear what the City of Delta and the other communities have to say.

[DISCUSSION DRAFT]114TH CONGRESS
2^D SESSION**H. R.** _____

To facilitate the efficient extraction of mineral resources in western Colorado by authorizing and directing an exchange of Federal oil and gas leases located in an area important for its recreational resources for equivalent Federal oil and gas leases located near existing oil and gas development, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

Mr. TIPTON introduced the following bill; which was referred to the Committee
on _____

A BILL

To facilitate the efficient extraction of mineral resources in western Colorado by authorizing and directing an exchange of Federal oil and gas leases located in an area important for its recreational resources for equivalent Federal oil and gas leases located near existing oil and gas development, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

2 (a) **SHORT TITLE.**—This Act may be cited as the
3 “Western Colorado Lease Exchange and Conservation Act
4 of 2016”.

5 (b) **TABLE OF CONTENTS.**—The table of contents for
6 this Act is as follows:

- Sec. 1. Short title; table of contents.
- Sec. 2. Findings and purpose.
- Sec. 3. Definitions.
- Sec. 4. Lease exchange.
- Sec. 5. Leases not subject to this Act.
- Sec. 6. Maps, estimates, and descriptions.

7 **SEC. 2. FINDINGS AND PURPOSE.**

8 (a) **FINDINGS.**—

9 (1) Congress finds that the lease exchanges au-
10 thorized by this Act are in the public interest, in-
11 cluding in—

12 (A) promoting significant job and other
13 economic opportunities in a part of Colorado
14 that has a long history of mining and natural
15 resource development;

16 (B) providing jobs and economic opportu-
17 nities for residents in western Colorado, while
18 protecting the nationally recognized recreational
19 opportunities in the Thompson Divide area;

20 (C) facilitating the development of an im-
21 portant natural resource in an area of western
22 Colorado that values resource production as a

1 tool to stimulate local jobs and economic growth
2 and promote United States energy independ-
3 ence;

4 (D) enhancing Federal, State, and local
5 revenue collections to foster investment in Colo-
6 rado infrastructure, education, and community
7 programs that benefit all State residents; and

8 (E) ensuring Federal management of Fed-
9 eral land and minerals for recreational opportu-
10 nities in an area of the State where recreation
11 is important to Colorado residents' and visitors'
12 way of life.

13 (2) Congress further finds the following:

14 (A) The lease exchanges authorized by this
15 Act will not conflict with established manage-
16 ment objectives on Federal lands subject to
17 such leases, in that ensuring Federal manage-
18 ment of the oil and gas mineral interests pres-
19 ently held by SG Interests in the Wolf Creek
20 Prospect and North Coal Basin Prospect, and
21 Ursa Piceance LLC in the Wolf Springs Pros-
22 pect, will allow the United States to meet the
23 recreation objectives for those areas and the oil
24 and gas leasing objectives for the SG Interests

1 Exchange Lease Area and Ursa Piceance LLC
2 Exchange Lease Area.

3 (B) The lease exchanges authorized by this
4 Act will promote continued operation of the
5 Wolf Creek Underground Gas Storage Field,
6 which provides vital natural gas services to the
7 surrounding communities, without any adverse
8 impact to existing rights holders' operation of
9 the Storage Field.

10 (C) The values of all oil and gas interests
11 to be exchanged between the United States and
12 SG Interests and between the United States
13 and Ursa Piceance LLC are approximately
14 equal in value.

15 (D) SG Interests or Ursa Piceance LLC
16 will compensate the United States in the event
17 that the values of the leases exchanged under
18 this Act are not of equal value.

19 (b) PURPOSE.—The purpose of this Act is to require
20 the Secretary of the Interior and the Secretary of Agri-
21 culture, in accordance with this Act, to complete, as expe-
22 ditiously as possible, an exchange of existing oil and gas
23 mineral interests held by SG Interests and Ursa Piceance
24 LLC for equivalent new oil and gas mineral interests on

1 Federal lands located near existing oil and gas develop-
2 ment.

3 **SEC. 3. DEFINITIONS.**

4 In this Act:

5 (1) FEDERAL LANDS OR INTERESTS THERE-
6 IN.—The term “Federal lands or interests therein”
7 means any land or interest in land owned by the
8 United States, depicted on the map entitled “West-
9 ern Colorado Lease Exchange and Conservation Act
10 of 2015, Parcel – XX - YY” and dated July 2015,
11 that—

12 (A) contains mineral interests administered
13 by the Secretary;

14 (B) is subject to a lease to third parties;
15 or

16 (C) has been made available to the Sec-
17 retary for exchange under this section through
18 the concurrence of the head of the Federal
19 agency administering such land or interest in
20 land.

21 (2) SECRETARY.—The term “Secretary” means
22 the Secretary of the Interior unless otherwise speci-
23 fied.

24 (3) SG INTERESTS.—The term “SG Interests”
25 means SG Interests VII, Ltd., a privately held part-

1 nership organized under the laws of the State of
2 Texas and owner of the oil and gas leases defined
3 below as the Wolf Creek Prospect and the North
4 Coal Basin Prospect, including any successor, as-
5 signee, affiliate, or joint venturer of SG Interests.

6 (4) NORTH COAL BASIN PROSPECT.—The term
7 “North Coal Basin Prospect” means the approxi-
8 mately 21,167 acres of Federal leasehold rights
9 being all right, title and interest owned by SG Inter-
10 ests in and to Federal Lease Nos. COC 66701, COC
11 66687, COC 66688, COC 66689, COC 66690, COC
12 66691, COC 66692, COC 66693, COC 66694, COC
13 66695, COC 66696, COC 66697, COC 66698, COC
14 66699, COC 66700, COC 66702, COC 66908, and
15 COC 66909, which includes the leases subject to the
16 pending Lake Ridge Unit application, depicted on
17 the map entitled “Western Colorado Lease Ex-
18 change and Conservation Act of 2015–Wolf Creek
19 and North Coal Basin Prospects” and dated July
20 2015.

21 (5) WOLF CREEK PROSPECT.—The term “Wolf
22 Creek Prospect” means the approximately 9,204
23 acres of Federal leasehold operating rights being all
24 right, title and interest owned by SG Interests in
25 and to Federal Lease Nos. COC 007496, COC

1 007497, COC 007498, COC 007499, COC 007500,
2 COC 007538, COC 008128, COC 015373, COC
3 0128018, COC 051645, and COC 051646, located
4 in or adjacent to the Wolf Creek Underground Gas
5 Storage Field, depicted on the map entitled “West-
6 ern Colorado Lease Exchange and Conservation Act
7 of 2015–Wolf Creek and North Coal Basin Pros-
8 pects” and dated July 2015.

9 (6) WOLF CREEK UNDERGROUND GAS STORAGE
10 FIELD.—The term “Wolf Creek Underground Gas
11 Storage Field” means the underground storage area
12 for natural gas and associated hydrocarbons in the
13 Mesaverde Formation, that is—

14 (A) owned and operated by Black Hills
15 Corporation;

16 (B) part of the natural gas transportation
17 system known as the Rocky Mountain Natural
18 Gas, LLC Pipeline; and

19 (C) located in the White River National
20 Forest southwest of Carbondale, Colorado, de-
21 picted on the map entitled “Western Colorado
22 Lease Exchange and Conservation Act of 2015–
23 Wolf Creek and North Coal Basin Prospects”
24 and dated July 2015.

1 (7) SG INTERESTS EXCHANGE LEASE AREA.—
2 The term “SG Interests Exchange Lease Area”
3 means the approximately 30,055 acres of Federal
4 land divided into four Federal oil and gas leases in
5 the Grand Mesa, Uncompahgre, and Gunnison Na-
6 tional Forests located to the east of existing oil and
7 gas developments in the Coal Basin Unit Area, Bull
8 Mountain Unit Area, and Henderson Drilling and
9 Spacing Unit Area and north of the existing oil and
10 gas developments in the Iron Point Unit Area and
11 depicted on the map entitled “Western Colorado
12 Lease Exchange and Conservation Act of 2015–SG
13 Interests Exchange Lease Area” and dated July
14 2015.

15 (8) URSA PICEANCE LLC.—The term “Ursa
16 Piceance LLC” means Ursa Piceance LLC, a pri-
17 vately held company organized under the laws of the
18 State of Delaware and owner of the Wolf Springs
19 Prospect, including any successor, assignee, affiliate,
20 or joint venturer of Ursa Piceance LLC.

21 (9) WOLF SPRINGS PROSPECT.—The term
22 “Wolf Springs Prospect” means the approximately
23 12,020 acres of Federal leasehold operating rights
24 being all right, title and interest owned by Ursa
25 Piceance LLC in and to Federal Lease Nos. COC

1 66706, COC 66707, COC 66708, COC 66709, COC
2 66710, COC 66711, and COC 66712, located in or
3 adjacent to the White River National Forest south-
4 west of Carbondale, Colorado, depicted on the map
5 entitled “Western Colorado Lease Exchange and
6 Conservation Act of 2015–Ursa Wolf Springs Pros-
7 pect” and dated July 2015.

8 (10) URSA EXCHANGE LEASE AREA.—The term
9 “Ursa Exchange Lease Area” means the approxi-
10 mately 11,560 acres of Federal land divided into one
11 Federal oil and gas lease in the White River Na-
12 tional Forests, Blanco Ranger District located adja-
13 cent to existing oil and gas leases in the Sage Brush
14 Hills Area and depicted on the map entitled “West-
15 ern Colorado Lease Exchange and Conservation Act
16 of 2015–Ursa Sage Brush Hills Prospect” dated
17 July 2015.

18 **SEC. 4. LEASE EXCHANGE.**

19 (a) AUTHORIZATION TO CANCEL AND EXCHANGE
20 CERTAIN EXISTING OIL AND GAS LEASES.—

21 (1) AUTHORITY.—

22 (A) SG INTERESTS.—Within 6 months
23 after the date of the enactment of this Act, SG
24 Interests shall have the option, without com-
25 pensation, of exchanging all of its existing oil

1 and gas leases in the Wolf Creek Prospect and
2 North Coal Basin Prospect for new oil and gas
3 leases covering lands that are not subject to
4 Federal oil and gas leases in the SG Interests
5 Exchange Lease Area. Each of the new leases
6 shall have a primary term of 10 years.

7 (B) URSA PICEANCE LLC.—Within 6
8 months after the date of the enactment of this
9 Act, Ursa Piceance LLC shall have the option,
10 without compensation, of exchanging all of its
11 existing oil and gas leases in the Wolf Springs
12 Prospect for new oil and gas leases covering
13 lands that are not subject to Federal oil and
14 gas leases in the Ursa Exchange Lease Area.
15 Each of the new leases shall have a primary
16 term of 10 years.

17 (2) ADMINISTRATIVE PROCESS.—

18 (A) IN GENERAL.—In implementing this
19 subsection, the Secretary—

20 (i) shall follow the administrative pro-
21 cedures described in this paragraph; and

22 (ii) may not follow the land exchange
23 procedures set forth in section 206 of the
24 Federal Land Policy and Management Act
25 of 1976 (43 U.S.C. 1716).

1 (B) CATEGORICAL EXCLUSION.—Ex-
2 changes and assignments of leases under this
3 subsection, including the issuance of new leases,
4 shall be considered actions that are categori-
5 cally excluded from the requirements for an en-
6 vironmental assessment or an environmental
7 impact statement under the National Environ-
8 mental Policy Act of 1969 (42 U.S.C. 4321 et
9 seq.) or section 1508.4 of title 40, Code of Fed-
10 eral Regulations (or any successor regulation).

11 (C) COMPLIANCE WITH OTHER LAWS.—
12 Exchanges and assignments of leases under this
13 subsection conducted in accordance with this
14 subsection are deemed to be in compliance with
15 the Federal Land Policy and Management Act
16 of 1976 (43 U.S.C. 1701 et seq.), the Mineral
17 Leasing Act (30 U.S.C. 181 et seq.), and appli-
18 cable land and resource management plans.

19 (3) CANCELLATION OF LEASES.—Except as
20 provided in paragraph (4), as part of the lease ex-
21 change process under this section, the Secretary
22 shall—

23 (A) cancel the North Coal Basin Prospect
24 leases and the Wolf Springs Prospect leases
25 that are exchanged under this section; and

1 (B) require that SG Interests and Ursa
2 Piceance LLC consent in writing to cancellation
3 of their respective leasehold interests in order
4 for a lease to be cancelled and exchanged under
5 this section.

6 (4) ASSIGNMENT OF LEASE.—In order to allow
7 the continued operation of the Wolf Creek Under-
8 ground Gas Storage Field, the Secretary—

9 (A) shall not cancel any of SG Interests
10 Federal leasehold operating rights in the Wolf
11 Creek Prospect; and

12 (B) shall approve an assignment of the SG
13 Interests Federal leasehold operating rights in
14 the Wolf Creek Prospect to a municipality or
15 other entity that is willing and able to hold
16 Federal leasehold operating rights, as deter-
17 mined by the Secretary.

18 (5) OPERATING RESTRICTIONS.—A new lease
19 issued in exchange for an existing lease under this
20 section shall be subject to such reasonable and cus-
21 tomary surface use stipulations as may be applicable
22 and appropriate and to be determined by the Sec-
23 retary in conjunction with the Secretary of Agri-
24 culture, except that though no lease stipulation may

1 be imposed that makes development of the new lease
2 unfeasible.

3 (6) USE OF FEDERAL LANDS OR INTERESTS
4 THEREIN.—The Federal land or interests therein
5 conveyed to SG Interests or Ursa Piceance LLC, re-
6 spectively, under this Act shall be available to SG
7 Interests or Ursa Piceance LLC in accordance with
8 Bureau of Land Management lease terms for min-
9 eral extraction, exploration, and related activities
10 subject to and in accordance with applicable Federal,
11 State, and local laws pertaining to mineral extrac-
12 tion, exploration, and related activities on Federal
13 lands.

14 (7) INTENT OF CONGRESS.—It is the intent of
15 Congress that the lease exchanges directed by this
16 Act shall be consummated not later than one year
17 after the date of the enactment of this Act.

18 (b) EQUAL VALUE LEASE EXCHANGE.—

19 (1) SG INTERESTS LEASES.—

20 (A) IN GENERAL.—The value of the exist-
21 ing oil and gas leases in the Wolf Creek Pros-
22 pect and North Coal Basin Prospect to be ex-
23 changed under this Act for new oil and gas
24 leases in the SG Exchange Lease Area shall be
25 equal, as determined by the Secretary based on

1 a valuation by the Department of the Interior's
2 Office of Valuation Services.

3 (B) COMPENSATION BY SG INTERESTS.—

4 If, after the Secretary conducts the valuation
5 pursuant to paragraph (1)(A), the final ap-
6 praised value of the oil and gas leases in the SG
7 Exchange Lease Area received by SG Interests
8 in exchanges under this section exceeds the
9 value of the oil and gas leases in the Wolf
10 Creek Prospect and North Coal Basin Prospect
11 conveyed by SG Interests in such exchanges,
12 SG Interests shall, as necessary to compensate
13 the United States for the difference in such val-
14 ues—

15 (i) forfeit SG Exchange Lease Area
16 acreage to the Secretary, consistent with
17 the requirements of this Act and subject to
18 the approval of the Secretary and SG In-
19 terests;

20 (ii) make a cash payment to the
21 United States; or

22 (iii) use a combination of the methods
23 described in clauses (i) and (ii), as agreed
24 to by SG Interests and the Secretary.

1 (C) NO REQUIREMENT OF COMPENSATION
2 BY THE UNITED STATES.—If the final ap-
3 praised value of the oil and gas leases in the
4 Wolf Creek Prospect and North Coal Basin
5 Prospect conveyed by SG Interests in exchanges
6 under this section exceeds the value of the oil
7 and gas leases in the SG Exchange Lease Area
8 received by SG Interests in such exchanges—

9 (i) the United States shall not make a
10 payment to SG Interests to compensate SG
11 Interests for the difference in such values;
12 and

13 (ii) subject to applicable Federal stat-
14 utes and regulations, the surplus value of
15 the leases shall be considered to be a dona-
16 tion by SG Interests to the United States.

17 (2) URSA PICEANCE LLC LEASES.—

18 (A) IN GENERAL.—The value of the exist-
19 ing oil and gas leases in the Wolf Springs Pros-
20 pect to be exchanged under this Act for new oil
21 and gas leases in the Ursa Exchange Lease
22 Area shall be equal or less as determined by the
23 Secretary based on a valuation by the Depart-
24 ment of the Interior's Office of Valuation Serv-
25 ices.

1 (B) COMPENSATION BY URSA PICEANCE
2 LLC.—If, after the Secretary conducts the valu-
3 ation pursuant to subparagraph (2)(A), the
4 final appraised value of the oil and gas leases
5 in the Ursa Exchange Lease Area received by
6 Ursa Piceance LLC in exchanges under this
7 section exceeds the value of the oil and gas
8 leases in the Wolf Springs Prospect conveyed by
9 Ursa Piceance LLC in such exchanges, Ursa
10 Piceance LLC shall, as necessary to compensate
11 the United States for the difference in such val-
12 ues—

13 (i) forfeit Ursa Exchange Lease Area
14 acreage to the Secretary, consistent with
15 the requirements of this Act and subject to
16 the approval of the Secretary and Ursa
17 Piceance LLC;

18 (ii) make a cash payment to the
19 United States; or

20 (iii) use a combination of the methods
21 described in clauses (i) and (ii), as agreed
22 to by Ursa Piceance LLC and the Sec-
23 retary.

24 (C) NO REQUIREMENT OF COMPENSATION
25 BY THE UNITED STATES.—If the final ap-

1 praised value of the oil and gas leases in the
2 Wolf Springs Prospect conveyed by Ursa
3 Piceance LLC in exchanges under this section
4 exceeds the value of the oil and gas leases in
5 the Ursa Exchange Lease Area received by
6 Ursa Piceance LLC in exchanges under this
7 section—

8 (i) the United States shall not make a
9 payment to Ursa Piceance LLC to com-
10 pensate Ursa Piceance for the difference in
11 such values; and

12 (ii) subject to applicable Federal stat-
13 utes and regulations, the surplus value of
14 the leases shall be considered to be a dona-
15 tion by Ursa Piceance LLC to the United
16 States.

17 (3) DISPOSITION AND USE OF PROCEEDS.—Any
18 amounts received by the United States under this
19 section shall be deposited in the Land and Water
20 Conservation Fund and shall be made available, in
21 such amounts as are provided in advance in appro-
22 priation Acts, to the Secretary to further the pur-
23 poses of that Fund.

24 (4) LEASE VALUATION PROCESS.—

1 (A) REQUIREMENT.—The Department of
2 the Interior’s Office of Valuation Services shall
3 value the leases exchanged under this Act in ac-
4 cordance with the Uniform Standards of Pro-
5 fessional Appraisal Practice, subject to the pro-
6 cedures and conditions specified in this section.

7 (B) FAIR MARKET VALUE.—For purposes
8 of ensuring an exchange of equal value—

9 (i) the value of the leases shall be ap-
10 praised based on the fair market value of
11 the projected volume of oil and gas re-
12 sources in the Wolf Creek Prospect, North
13 Coal Basin Prospect, SG Interests Lease
14 Exchange Area, Wolf Springs Prospect and
15 Ursa Lease Exchange Area;

16 (ii) the value of each lease in the Wolf
17 Creek Prospect, North Coal Basin Pros-
18 pect, and Wolf Springs Prospect shall be
19 at least equal to the sum of—

20 (I) the amount paid by SG Inter-
21 ests or Ursa Piceance LLC, respec-
22 tively, for the lease;

23 (II) interest on the value of the
24 lease, accrued during the period be-
25 ginning on the date on which the lease

1 was acquired and ending on the date
2 on which the lease is exchanged under
3 this Act; and

4 (III) the amount expended by SG
5 Interests or Ursa Piceance LLC, re-
6 spectively, for legal, environmental
7 survey, permitting, physical survey,
8 and all other expenses incurred for
9 purposes of the exchange before the
10 exchange date.

11 (C) DETERMINATION BY THE SEC-
12 RETARY.—Not later than 45 days after the date
13 of receipt of the appraisal report from the Of-
14 fice of Valuation Services, the Secretary shall—

15 (i) determine the value of the leases in
16 the Wolf Creek Prospect, the North Coal
17 Basin Prospect, the Wolf Springs Pros-
18 pect, the SG Interests Exchange Lease
19 Area, and the Ursa Exchange Lease Area;
20 and

21 (ii) notify SG Interests and Ursa
22 Piceance LLC of the determination.

23 (D) ARBITRATION.—

24 (i) SG INTERESTS.—If SG Interests
25 does not agree with the appraised value of

1 the Wolf Creek Prospect, the North Coal
2 Basin Prospect, or the SG Interests Ex-
3 change Lease Area leases determined by
4 the Secretary under this section, the ap-
5 praisals shall be submitted within 30 days
6 to an arbiter appointed by the Secretary
7 from a list of arbiters submitted to the
8 Secretary by the American Arbitration As-
9 sociation. Such arbitration shall be binding
10 on the Secretary and SG Interests for a
11 period not to exceed two years insofar as
12 concerns the value of the lands and inter-
13 est in lands that were the subject of the
14 appraisal. Any such arbitration must be
15 completed within one year after the date of
16 the enactment of this Act.

17 (ii) URSA PICEANCE LLC.—If Ursa
18 Piceance LLC does not agree with the ap-
19 praised value of the Wolf Springs Prospect
20 or the Ursa Exchange Lease Area deter-
21 mined by the Secretary under this section,
22 the appraisals shall be submitted within 30
23 days to an arbiter appointed by the Sec-
24 retary from a list of arbiters submitted to
25 the Secretary by the American Arbitration

1 Association. Such arbitration shall be bind-
2 ing on the Secretary and Ursa Piceance
3 LLC for a period not to exceed two years
4 insofar as concerns the value of the lands
5 and interest in lands that were the subject
6 of the appraisal. Any such arbitration must
7 be completed within one year after the date
8 of the enactment of this Act.

9 **SEC. 5. LEASES NOT SUBJECT TO THIS ACT.**

10 (a) AMENDMENTS TO EXISTING TERMS FOR LEASE
11 NOT SUBJECT TO THIS ACT.—The Secretary shall not im-
12 pose new or more restrictive stipulations to any lease that
13 is not subject to this Act in accordance with any land man-
14 agement plan that was not final on the date the lease was
15 issued.

16 (b) MANAGEMENT OF LEASES NOT SUBJECT TO
17 THIS ACT.—The Secretary shall manage any lease that
18 is not subject to this Act in a manner consistent with the
19 terms of such lease, and shall not require any action as
20 a permitting condition inconsistent with such terms, sub-
21 ject to applicable Federal statutes and regulations.

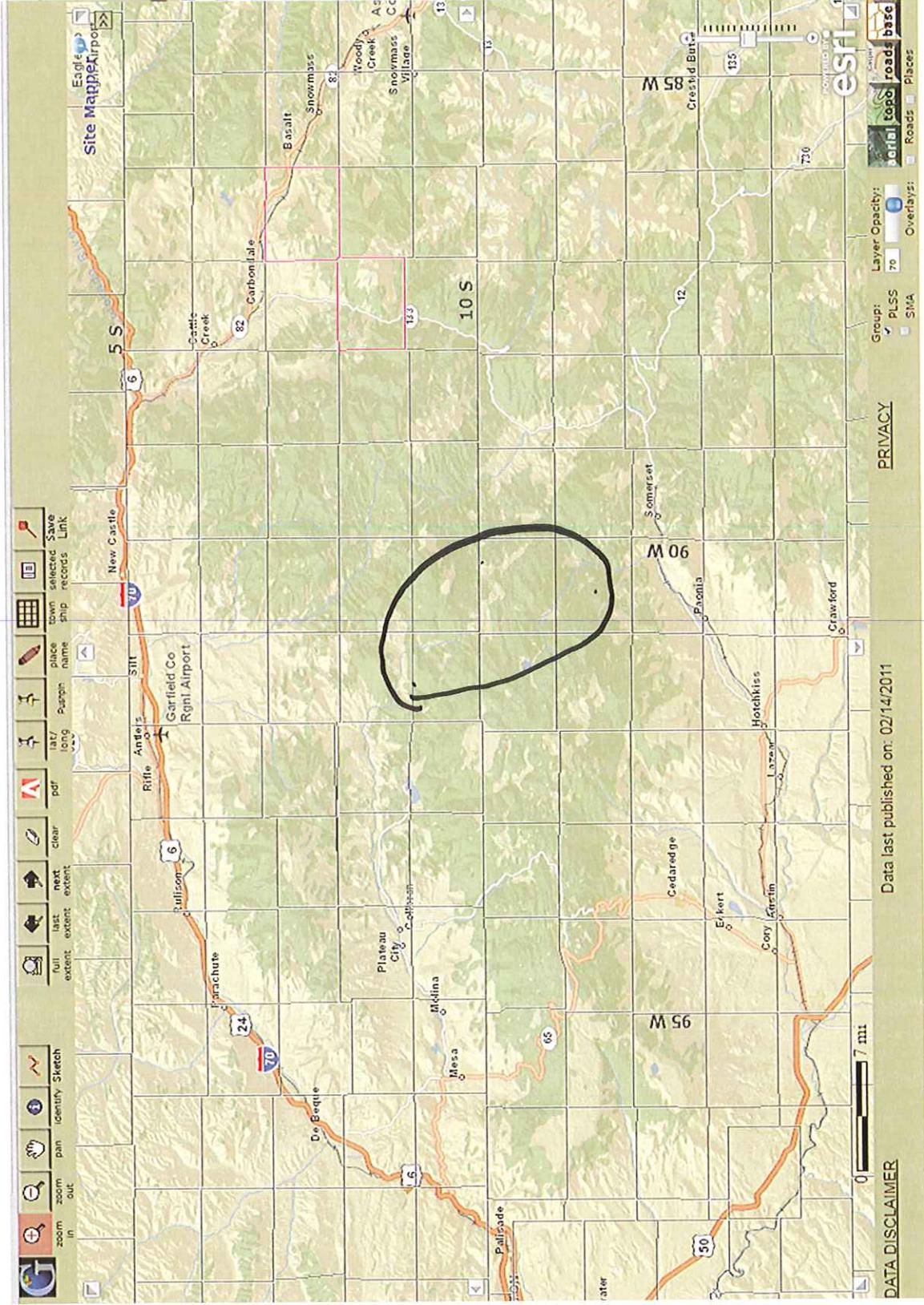
22 **SEC. 6. MAPS, ESTIMATES, AND DESCRIPTIONS.**

23 (a) MINOR ERRORS.—The Secretary and SG Inter-
24 ests or the Secretary and Ursa Piceance LLC may correct,
25 by mutual agreement, any minor errors in any map, acre-

1 age estimate, or description of any land for purposes of
2 any lease exchanged under this Act.

3 (b) CONFLICT.—If there is a conflict between a map,
4 an acreage estimate, or a description of land in this Act,
5 the map shall control unless the Secretary and SG Inter-
6 ests or the Secretary and Ursa Piceance LLC mutually
7 agree otherwise.

8 (c) AVAILABILITY.—As soon as practicable after the
9 date of enactment of this Act, the Secretary shall file and
10 make available for public inspection in the Uncompahgre
11 and Grand Junction Field Offices of the Bureau of Land
12 Management, each map referred to in this Act.



Data last published on: 02/14/2011

DATA DISCLAIMER

PRIVACY

Group: PLS SMA
Layer Opacity: 70
Overlays: Roads Places

esri.com
torial topo roads base

The screenshot displays a web-based GIS application interface. At the top, a toolbar contains various icons for navigation and editing, with labels such as 'zoom in', 'zoom out', 'pan', 'Identify', 'Sketch', 'full extent', 'last extent', 'next extent', 'clear', 'pdf', 'lat/long', 'Place', 'place name', 'town ship', 'selected records', and 'Save Link'. Below the toolbar is a map area showing a grid of land parcels. The parcels are labeled with coordinates, including '95 95W', '95 94W', '95 93W', '95 92W', '95 91W', '95 90W', '95 89W', '105 95W', '105 94W', '105 93W', '105 92W', '105 91W', '105 90W', '105 89W', '115 95W', '115 94W', '115 93W', '115 92W', '115 91W', '115 90W', '115 89W', '125 95W', '125 94W', '125 93W', '125 92W', '125 91W', '125 90W', '125 89W', '135 95W', '135 94W', '135 93W', '135 92W', '135 91W', '135 90W', '135 89W', '145 95W', '145 94W', '145 93W', '145 92W', '145 91W', '145 90W', '145 89W', and '155 95W', '155 94W', '155 93W', '155 92W', '155 91W', '155 90W'. The map also shows geographical features like 'GRAND MESA', 'Eckert Orchard City', 'Cort', 'Gibson', 'Azear', 'Hotchkiss', 'North Fork Valley Airport', 'Bowie', 'Somerset', 'Paonia', 'Cedar Edge', and 'Mog'. A scale bar is visible at the bottom left. In the bottom right corner, a data box provides coordinates: 'Lat/Long: 40.289551, -107.340576', 'DMS: 40° 17' 22", -107° 20' 26"', and 'UTM: N:4462523.95, E:301046.40, Zone: 13T'. Below the data box, there are links for 'DATA DISCLAIMER', 'Data last published on: 02/14/2011', and 'PRIVACY'. At the very bottom, there is a Windows taskbar with icons for Internet Explorer, Firefox, Google Chrome, and other applications.

MEMO

To: Mayor and City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: May 3, 2016
Subject: Colorado Parks and Wildlife Special Event Request



Office of the City Clerk

Recommendation:

Staff recommends approving a special event permit to allow the Colorado Parks and Wildlife to use their portable trailer used for hunter safety training.

Background:

For the past five years the Colorado Parks and Wildlife has requested approval to use their portable trailer within City of Delta to conduct hunter safety classes with the use of their portable trailer. Council has approved those requests. This is a good opportunity to learn about gun safety and how to use a firearm in a safe and secure manner.

Cost:

There is no cost to the City .

Alignment With Strategic Planning:

The Delta Municipal Code 9.04.100 Discharge of guns prohibited states the following “C. This section shall not apply when a permit has been granted by the City Council for a special event. No permit shall be granted unless the Council determines that no nuisance, unreasonable noise or safety hazard will be created.”

Actions To Be Taken if Approved:

If Council approves the special event permit staff will notify the Colorado Parks and Wildlife.

MEMO

To: City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: May 3, 2016
Subject: Rescheduling of the June 21, 2016 Regular Meeting



Office of the City Clerk

Recommendation:

Staff recommends rescheduling the June 21, 2016 regular meeting to June 20, 2016.

Background:

The Colorado Municipal League's Annual Conference is from June 21, 2016 to June 25, 2016. The regular Council meeting is scheduled for June 21, 2016. Since there will be four Councilmembers and staff members attending, it is recommended that the meeting be moved to June 20, 2016.

Cost:

There is no cost to the City to reschedule the meeting.

Alignment With Strategic Planning:

The Delta Municipal Code under 2.04.010 "The Council shall hold at least two regular meetings per month at such times as it may prescribe in its rules, as provided by Section 16 of the City Charter."

Actions To Be Taken if Approved:

The Clerk will post the June 20, 2016 meeting.

MEMO

To: City Council
From: Glen L. Black *GLB*
Date: May 3, 2016
Subject: Niels Addition – Resolution Setting Hearing



Community Development

Recommendation: That City Council would consider adopting the Resolution setting the hearing for the Annexation of the Niels Addition for June 21, 2016.

Background: The applicant for the annexation of the Niels Addition requested and received a sewer tap for 2127 and 2125 Pioneer Road on July 31, 2015. The applicant also signed an annexation agreement at that time. The applicant is now following through with the commitment to annex to the City of Delta. Although this area is not an enclave, it is an area that staff would recommend be annexed into the City due to its location within the City. The City currently serves water, sewer and electricity to the property.

Cost: Publication and mailing costs.

Alignment With Strategic Planning: The Comprehensive Master Plan future land use map shows this area within the City Limits of Delta.

Actions To Be Taken if Approved: Adopt Resolution setting the hearing for June 21, 2016. Planning Staff to complete mailings, publications and reports as required by State Statute.

Resolution #4, 2016

A RESOLUTION OF THE CITY OF DELTA SETTING A
PUBLIC HEARING ON THE ANNEXATION OF THE NIELS
ADDITION

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

1. The City Council hereby finds that the Annexation Petition submitted for the annexation of property denominated a the Niels Addition, described on Exhibit "A" hereto, is in substantial compliance with the requirements of C.R.S. 31-12-107(1), as amended.
2. The City Council shall hold a public hearing to determine if the proposed annexation complies with C.R.S. 31-12-104 and 31-12-105, or such parts thereof as may be required to establish eligibility for annexation under the terms of Part 1, Article 12, Title 31, C.R.S. The public hearing shall be held on the 21st day of June, 2016, in the Council Chambers at Delta City Hall at 7:00 p.m.

ADOPTED by the City Council of the City of Delta, Colorado this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

EXHIBIT A

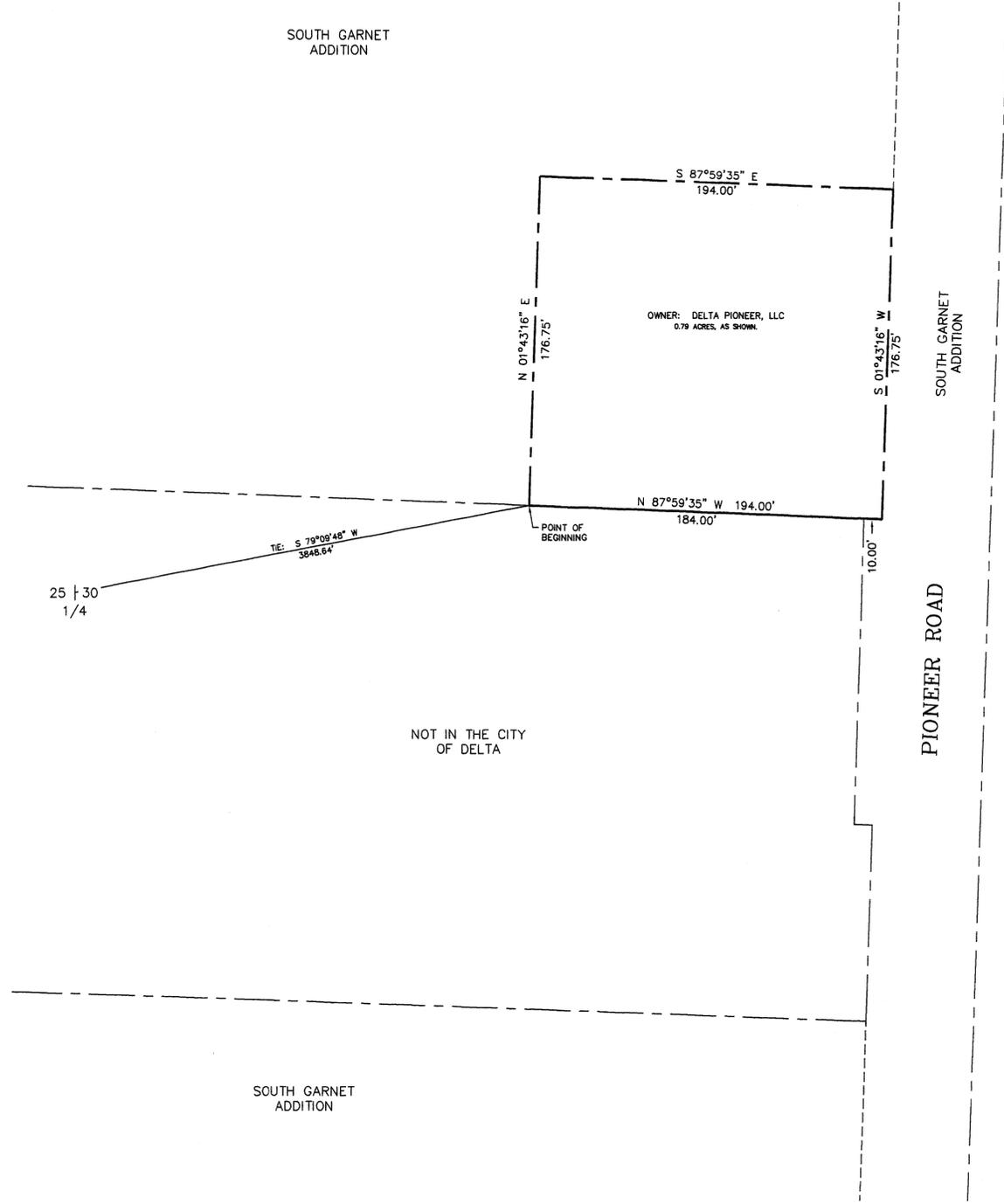
That certain parcel of land known as Parcel A of Exemption No. 1545, according to the plat thereof, recorded April 8, 1992 under Reception No. 459003 of the Delta County, Colorado Real Estate Records, said Parcel A located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, T 15 S, R 95 W, 6th Principal Meridian described as follows:

Beginning at the Southwest corner of said Parcel A which is an angle point in the boundary line of the South Garnet Addition to the City of Delta, Colorado whence the quarter section corner common to Section 25 of T 15 S, R 96 W, 6th Principal Meridian and said Section 30 bears S 79° 09' 48" W, 3848.64 feet; thence on the boundary lines of said Parcel A which are common with the said boundary line of the South Garnet Addition the following four courses: N 01° 43' 16" E, 176.75 feet; S 87° 59' 35" E, 194.00 feet; S 01° 43' 16" W, 176.75 feet; and N 87° 59' 35" W, 10 feet thence continuing on the South line of said Parcel A 87° 59' 35" W 184.00 feet to the point of beginning.

County of Delta,

State of Colorado

ANNEXATION MAP OF
NIELS ADDITION
 CITY OF DELTA, COLORADO.

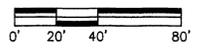


BOUNDARY DESCRIPTION

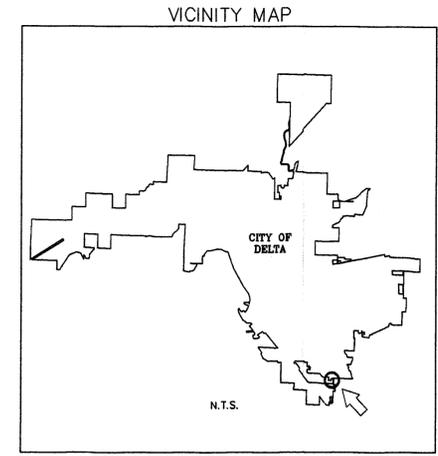
That certain parcel of land known as Parcel A of Exemption No. 1545, according to the plat thereof, recorded April 6, 1992 under Reception No. 459003 of the Delta County, Colorado Real Estate Records, said Parcel A located in the SW1/4, NE1/4 of Section 30, T 15 S, R 95 W, 6th Principal Meridian described as follows:
 Beginning at the Southwest corner of said Parcel A which is an angle point in the boundary line of the South Garnet Addition to the City of Delta, Colorado whence the quarter section corner common to Section 25 of T 15 S, R 95 W, 6th Principal Meridian and said Section 30 bears S 79° 09' 48\"/>

Annexed by the City of Delta, Colorado, by Ordinance No. _____ adopted _____
 By: _____ Mayor Attest: _____ City Clerk

I hereby certify that this annexation map was filed for record in the office of the Clerk and Recorder of Delta County, Colorado.
 Clerk and Recorder _____



NOT IN THE CITY OF DELTA



BASIS FOR BEARINGS:
 CITY OF DELTA CONTROL SYSTEM GRID NORTH. (BEARINGS ARE ROTATED RIGHT 01°34'56\"/>

----- INDICATES EXISTING CITY OF DELTA BOUNDARY.

TOTAL PERIMETER OF ADDITION - 741.50 FT. - 100%
 PERIMETER CONTIGUOUS WITH CITY OF DELTA - 557.50 FT. - 75.2%
 AREA OF ADDITION - 0.79 ACRES, AS SHOWN.

NOTE: ACREAGE SHOWN IS BASED ON COMPILATIONS OF DEEDS OF PUBLIC RECORD FOR THE SPECIFIC PURPOSE OF ADDITIONAL INFORMATION FOR THE ANNEXATION MAP. THEY DO NOT REFLECT THE RESULTS OF ACTUAL BOUNDARY SURVEYS OF THE PARCEL AND ARE NOT TO BE RELIED UPON AS SUCH.

I, JESSIE J. MESSENGER, REGISTERED AS A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS MADE UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDED DOCUMENTS AND DOES NOT CONSTITUTE A FIELD BOUNDARY SURVEY OF THE ANNEXED PROPERTY.

FOR REVIEW
 JESSIE J. MESSENGER, P.L.S. 14621.
 DATE 7/22/15

NOTICE: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

NOTICE: No guarantee as to the accuracy of the information contained herein is either stated or implied unless the copy bears an original signature and seal of the registered Professional Land Surveyor herein named. Copies without original signatures and seals may contain unauthorized alterations and should not be relied upon or used in any manner.

DELTA POINEER, LLC		Revised
AN ANNEXATION MAP OF NIELS ADDITION IN SECTION 30, T 15 S, R 95 W, 6TH P.M., DELTA COUNTY, COLORADO		Scale 1"=40'
MESSENGER & ASSOCIATES LLC Austin, Co. 81410 (970) 835-9855 messengerassociates@gmail.com		Date 7/22/15 Dwn. By jjm
Acct. No.	15 - 15	Sheet 1 of 1

PETITION FOR ANNEXATION

In accordance with the Municipal Annexation Act of 1965, as amended and codified as C.R.S. 31-12-101, et. seq., as amended, the undersigned hereby petition the City Council of the City of Delta, Colorado, to annex that real; property described in Exhibit A, which is attached hereto and incorporated herein by reference, to the City of Delta, Colorado. The undersigned petitioners show the City Council as follows:

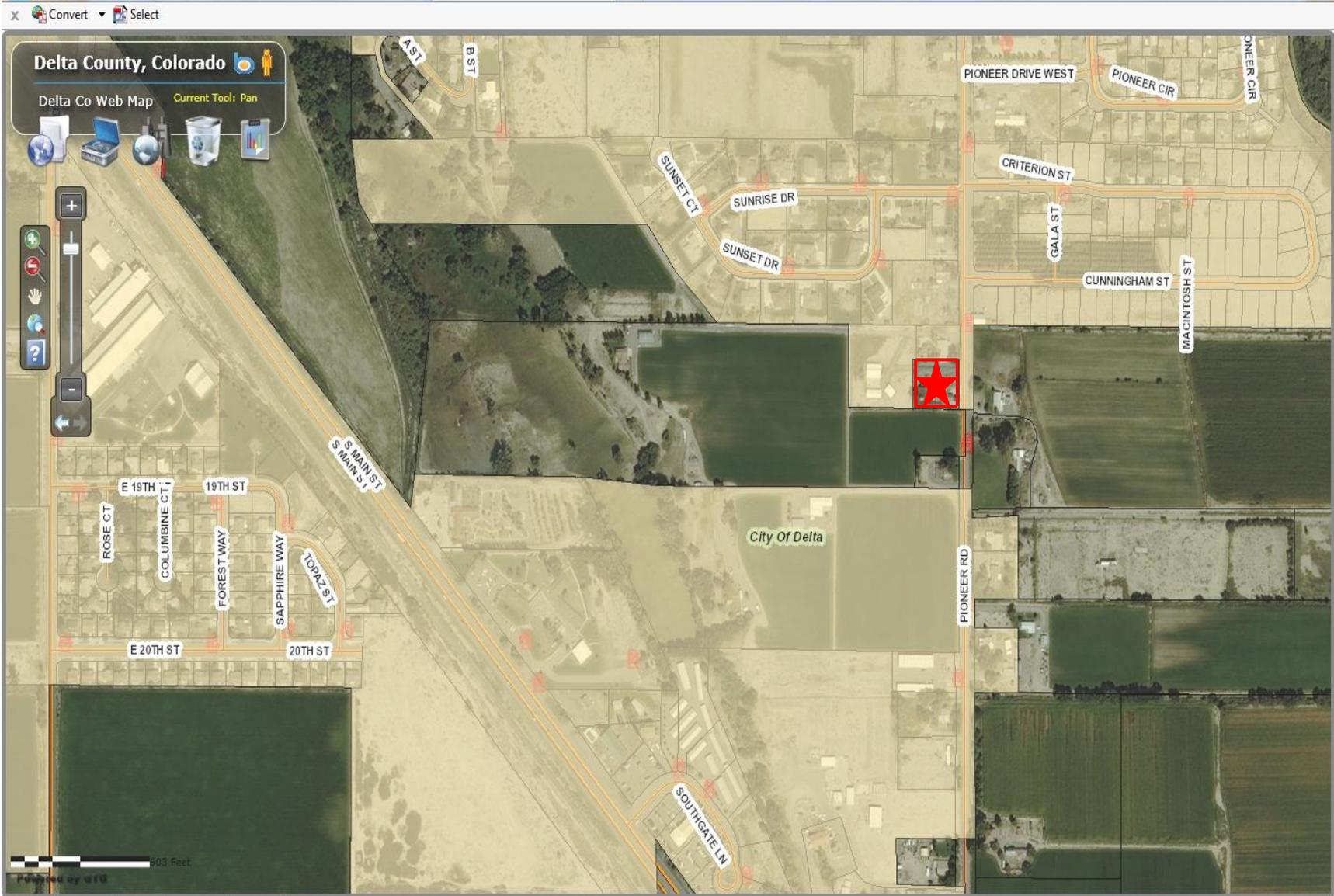
1. It is desirable and necessary that such area be annexed to the City of Delta.
2. The requirements and limitations of Sections 31-12-104 and 31-12-105, C.R.S. 1973, as amended, exist or have been met.
3. The undersigned petitioners comprise the landowners of more than 50% of the territory included in the area proposed to be annexed, exclusive of streets and alleys; and are persons comprising more than 50% of the landowners in the area proposed for annexation and owning more than 50% of the area proposed for annexation, excluding public streets, alleys and any land owned by the City of Delta.
4. The addition should be known as Niels Addition.
5. Four copies of an Annexation Map accompany this petition in accordance with C.R.S., 31-12-107(1), as amended.

WHEREFORE, the undersigned petitioners request the City of Delta, Colorado to approve the annexation of the area proposed to be annexed as described hereto:

LEGAL DESCRIPTION OF LAND OWNED

That certain parcel of land known as Parcel A of Exemption No. 1545, according to the plat thereof, recorded April 8, 1992 under Reception No. 459003 of the Delta County, Colorado Real Estate Records, said Parcel A located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30, T 15 S, R 95 W, 6th Principal Meridian described as follows:

Beginning at the Southwest corner of said Parcel A which is an angle point in the boundary line of the South Garnet Addition to the City of Delta, Colorado whence the quarter section corner common to Section 25 of T 15 S, R 96 W, 6th Principal Meridian and said Section 30 bears S 79° 09' 48" W, 3848.64 feet; thence on the boundary lines of said Parcel A which are common with the said



MEMO

To: City Council
From: Steve Glammeyer, P.E., Utilities/Public Works Director
Date: May 3, 2016
Subject: 2016 - Main St Alley Pavement Project



Utilities/Public Works Department

Recommendation:

Staff recommends awarding the 2016 Main St Alley Pavement project to Wells Excavation and Farming, LLC.

Background:

During the 2016 budget process, staff budgeted for the surface improvement of two alleys located between Main Street and Meeker Street from 2nd Street to 5th Street and between Main Street and Palmer Street from 2nd Street to 5th Street. The two alleys were disturbed during the installation of the Alley Storm Sewer Improvement project. Staff identified two possible base bid options for the surface improvement project; the primary bid option involving a hot mix asphalt pavement with a concrete center gutter pan or the secondary bid option involving concrete pavement over the entire alley easement. Staff invited qualified contractors to a mandatory walkthrough on April 6, 2016 and had 9 contractors attend (see attached walkthrough sign in sheet). Staff received both bid options for this project from one contractor who used 3 of the contractors from the mandatory walkthrough (see attached bid documents).

The low bid for the 2016 Main St Alley Pavement project from Wells Excavation and Farming, LLC. was for the primary bid option of hot mix asphalt with a concrete center gutter pan for \$383,604.66, which includes all alternative bid items. The base bid project without any subgrade stabilization came in for a cost of \$265,166.21. By way of comparison, the engineers estimate for the base project excluding subgrade stabilization was \$293,133.05. (Attached is the entire engineers estimate for a complete comparison). The cost for possible subgrade stabilization is \$96,687.50. Staff hopes we can minimize any alley stabilization to reduce the actual project costs. The cost for other possible alternative items which includes several large miscellaneous roadway patches throughout the City is \$21,750.95. The bid amount for the construction of an all concrete alley was cost prohibitive at \$762,314.18. The total budget for this work was \$400,000.

Cost:

The cost is not to exceed \$383,604.66 assuming we have to incorporate all bid items including subgrade stabilization and patching alternatives.

Alignment With Strategic Planning:

This project allows the City to complete a section of the overall vision described in the 2008 storm water master plan and updates the aging and dilapidated surface infrastructure of the Main Street alleys.

Actions To Be Taken if Approved:

Staff will issue a Notice of Award and sign contracts with Wells Excavation and Farming, LLC. Once contracts have been signed and the appropriate bonds and insurance have been received, staff will issue a notice to proceed.

**2016 Main Street Alley Pavement Project
Pre-Bid Walkthrough Sign In**

#	Company Name	Contact Name	Phone	Email
1	ELAM CONSTRUCTION	GENE DURAN	970-514-1495	gene.duran@elamconstruction.com
2	A.C.S	Paula Reyc)	970-424-5146	ACS946@gmail.com
3	MARTIN CONST.	Russ Martin	970-250-3888	rustmartinconst@aol.com
4	Oldcastle Materials	Marty Connor	970-216-1761	mconnor@united-gi.com
5	MAYS CONCRETE	KEVIN COMBS	970/261-7799	kcombs@maysconcrete.com
6	Fowler Concrete	Mark Fowler	970/640-5116	fowlerconst@msu.com
7	Wells EXCAVATION	Brian Wells	970/260-1692	TWellsFarms@yahoo.com
8	Willow Creek concrete	Phillip Serue	970 216 7870	PHLSerue007@yahoo.com
9	Rimbury Valley Feint.	MARK RENNINER	970-244-9453	estimator@rve.montrose.com
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2016 Main Street Alley Pavement Project

PROPOSAL

THIS BID IS SUBMITTED TO: City of Delta Public Works Department

The undersigned bidder, having examined the plans, specifications, and other Contract Documents as designated, and any addenda thereto, having investigated the location of, and conditions affecting the proposed work; and being acquainted with and fully understanding the extent and character of the work covered by this Proposal and all factors and conditions affecting the work;

HEREBY PROPOSES, pursuant to the Requirements for Bids as specified in the Bid Package entitled **2016 Main Street Alley Pavement Project**, to furnish all required materials, tools and equipment to perform all necessary labor and superintendence; and to undertake and complete the work required in the City of Delta, Colorado in full accordance with plans, specifications and Contract Documents hereto attached or by reference made a part thereof at, and for the unit prices depicted in the attached sheets.

The grand total price for the project, based on the bid sheet attached:

BASE BID: PRIMARY or SECONDARY (circle one)

Three Hundred Sixty-one thousand Eight hundred + fifty-three ⁷¹/₁₀₀
(written amount)

(\$ 361,853.71)
(number format)

BASE BID WITH ALTERNATES:

Three Hundred Eighty-three thousand Six hundred + four ⁴⁴/₁₀₀
(written amount)

(\$ 383,404.44)
(number format)

The BIDDER acknowledges receipt of the following ADDENDA:

1. Addendum 1
2. Addendum 2
- 3.
- 4.

The undersigned bidder proposes to sublet the following work:

1. WORK DESCRIPTION: Paving

NAME OF SUBCONTRACTOR: Elam Construction

ADDRESS OF SUBCONTRACTOR: 556 Struthers Ave
Grand Junction, CO 81501

2. WORK DESCRIPTION: Surveying

NAME OF SUBCONTRACTOR: DOWL

ADDRESS OF SUBCONTRACTOR: 222 South Park Ave
Montrose, CO 81401

3. WORK DESCRIPTION: Concrete

NAME OF SUBCONTRACTOR: Willow Creek Construction

ADDRESS OF SUBCONTRACTOR: 18794 G. Rd.
Delta, CO 81416

4. Concrete
Fowler Concrete
PO Box 400
Fruita, CO 81521

The undersigned bidder acknowledges the right of the City to reject any and all bids submitted and to waive informalities therein.

By submission of the BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The BIDDER agrees to commence Work with in 10 calendar days after issuance of a Notice to Proceed, to fully complete said Work on or before 90 calendar days after the notice to proceed has been issued.

The submission of a BID will constitute an incontrovertible representation by the BIDDER that he is familiar with conditions of the site together with the work required.

BIDDER agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Bid Form. The BIDDER further agrees that no bid may either be changed or withdrawn, without consent of the City, for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned BIDDER hereby agrees to be ready and to appear at the office of the City of Delta Clerk to execute the attached Agreement in conformity with this bid, and also to have ready and furnish the required insurance certificates at any time within ten (10) days from the date of a Notice of Award, mailed to the address hereinafter given.

SUBMITTED on April 20, 2016.

If BIDDER is:

INDIVIUAL

By (Individual's Name): Troy Wells
doing business as Wells Excavating + Farming, LLC
Business Address: 1791 N. Apple Dr. - Delta CO 81416
Phone Number: 970-234-3134
Email Address: twellsfarms@yahoo.com

PARTNERSHIP

By (Firm Name): _____

(General Partner) _____

Business Address: _____

Phone Number: _____

Email Address: _____

CORPORATION (CORPORATE SEAL)

By (Corporation Name): _____

By (Name of Person Authorized to Sign): _____

(Title) _____

Attest (Secretary): _____

Business Address: _____

Phone Number: _____

JOINT VENTURE

By (Name): _____

Address: _____

By (Name): _____

Address: _____

Phone Number: _____

Email Address: _____

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

PRIMARY BASE BID: ASPHALT ALLEY BETWEEN MAIN & PALMER - 2ND TO 5TH STREET

#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL
DEMOLITION AND REMOVAL					
	Full Depth Asphalt Removal	2273	SY	3.95	8,978.35
	Curb & Gutter, Sidewalk, Misc. Concrete Removal	95	SY	6.00	570.00
STREETS					
	Reshape Existing Base Course	2273	SY	10.30	23,411.90
	6" Class VI Base Under Asphalt & Concrete - Moisture Conditioned and Compacted	2884	SY	7.75	22,351.00
	3" Thick HMA - Grade SX Binder 64-22, 75 Gyration	2408	SY	18.86	45,414.88
	8" Thick Class P - Concrete Pavement - 2' Wide Center V-Pan	275	SY	54.24	14,916.00
	6" Thick or Match Curb & Gutter, Sidewalk Replacement	116	SY	44.10	5,115.60
	3" Thick HMA - Street Patch, Grade SX Binder 64-22, 75 Gyration	85	SY	21.96	1,872.60
	Adjust Manhole Lids	5	EA	95.00	475.00
	Adjust Clean Out	2	EA	55.00	110.00
	Adjust Water Valve Box	1	EA	55.00	55.00
STREETS: SUBGRADE FAILURE ALTERNATE					
	Tensor TX140 Geo-Grid	1137	SY	2.40	2,728.80
	30" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1137	SY	21.65	24,616.05
	12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1137	SY	8.00	9,096.00
	12" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	1137	SY	10.45	11,881.65

ALLEY BETWEEN MAIN & MEEKER - 2ND TO 5TH STREET

DEMOLITION AND REMOVAL					
	Full Depth Asphalt Removal	1710	SY	3.95	6,754.50
	Curb & Gutter, Sidewalk, Misc. Concrete Removal	70	SY	6.00	420.00
STREETS					
	Reshape Existing Base Course	2276	SY	10.30	23,442.80
	6" Class VI Base Under Asphalt & Concrete - Moisture Conditioned and Compacted	2846	SY	7.25	20,633.50
	3" Thick HMA - Grade SX Binder 64-22, 75 Gyration	2410	SY	18.86	45,452.60
	8" Thick Class P - Concrete Pavement - 2' Wide Center V-Pan	275	SY	54.24	14,916.00
	6" Thick or Match Curb & Gutter, Sidewalk Replacement	92	SY	44.10	4,057.20
	3" Thick HMA - Street Patch, Grade SX Binder 64-22, 75 Gyration	68	SY	21.96	1,493.28
	Adjust Manhole Lids	4	EA	95.00	380.00
	Adjust Water Valve Covers	6	EA	55.00	330.00
STREETS: SUBGRADE FAILURE ALTERNATE					
	Tensor TX140 Geo-Grid	1138	SY	2.40	2,731.20
	30" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1138	SY	21.65	24,637.70
	12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1138	SY	8.00	9,104.00
	12" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	1138	SY	10.45	11,892.10

TOTAL CONSTRUCTION COST

GENERAL CONDITIONS					
	Surveying	1	LS	14,400.00	14,400.00
	Contractor As-built Drawings	1	LS	1,750.00	1,750.00
	Mobilization	1	LS	1,890.00	1,890.00
	Material Testing and Inspections	1	LS	5,582.00	5,582.00
	Local Traffic Control	1	LS	400.00	400.00

BID AMOUNT: 361,853.71

SECONDARY BASE BID: CONCRETE ALLEY BETWEEN MAIN & PALMER - 2ND TO 5TH STREET

#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL
DEMOLITION AND REMOVAL					
	Full Depth Asphalt Removal	2273	SY	3.95	8,978.35
	Curb & Gutter, Sidewalk, Misc. Concrete Removal & Root Trim	95	SY	6.00	570.00
STREETS					
	Reshape Existing Base Course	2674	SY	12.00	32,088.00
	6" Class VI Base Under Asphalt & Concrete - Moisture Conditioned and Compacted	2884	SY	6.75	19,467.00
	8" Thick Class D or P - Concrete Pavement	2683	SY	45.83	122,961.89
	6" Thick or Match Curb & Gutter, Sidewalk Replacement	116	SY	77.63	9,005.08
	3" Thick HMA - Street Patch, Grade SX Binder 64-22, 75 Gyration	85	SY	24.11	2,049.35
	Adjust Manhole Lids	5	EA	95.00	475.00
	Adjust Clean Out	2	EA	55.00	110.00
	Adjust Water Valve Box	1	EA	55.00	55.00
STREETS: HIGH EARLY CONCRETE					
	8" Thick Class D or P - Concrete Pavement w/ High Early Additive	2683	SY	47.83	128,327.81
STREETS: SUBGRADE FAILURE ALTERNATE					
	Tensar TX140 Geo-Grid	1137	SY	2.40	2,728.80
	30" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1137	SY	21.65	24,616.05
	12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1137	SY	8.00	9,096.00
	12" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	1137	SY	10.45	11,881.65

ALLEY BETWEEN MAIN & MEEKER - 2ND TO 5TH STREET

DEMOLITION AND REMOVAL					
	Full Depth Asphalt/Concrete/Material Removal	1710	SY	3.95	6,754.50
	Curb & Gutter, Sidewalk, Misc. Concrete Removal & Root Trim	70	SY	10.00	700.00
STREETS					
	Reshape Existing Base Course	2702	SY	12.00	32,424.00
	6" Class VI Base Under Asphalt & Concrete - Moisture Conditioned and Compacted	2870	SY	6.75	19,372.50
	8" Thick Concrete Class P - Concrete Pavement	2710	SY	45.83	124,199.30
	6" Thick or Match Curb & Gutter, Sidewalk Replacement: Concrete Class B or D	92	SY	57.12	5,255.04
	3" Thick HMA - Street Patch, Grade SX Binder 64-22, 75 Gyration	68	SY	24.11	1,639.48
	Adjust Water Valve Box	6	EA	55.00	330.00
	Adjust Water Meters	4	EA	55.00	220.00
	Adjust Manhole Lids	3	EA	95.00	285.00
STREETS: HIGH EARLY CONCRETE					
	8" Thick Class D or P - Concrete Pavement w/ High Early Additive	2710	SY	47.83	129,619.30
STREETS: SUBGRADE FAILURE ALTERNATE					
	Tensar TX140 Geo-Grid	1138	SY	2.40	2,731.20
	30" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1138	SY	21.65	24,637.70
	12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1138	SY	8.00	9,104.00
	12" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	1138	SY	10.45	11,892.10

TOTAL CONSTRUCTION COST

GENERAL CONDITIONS					
	Surveying	1	LS	14,400.-	14,400.00
	Contractor As-built Drawings	1	LS	1,830.-	1,830.00
	Mobilization	1	LS	1,890.-	1,890.00
	Material Testing and Inspections	1	LS	2,500.00	2,500.00
	Local Traffic Control	1	LS	400.-	400.00

BID AMOUNT: 7102,314.18

BID ALTERNATE A: RENAE ST

STREETS			
3" Thick Hot Mix Asphalt - Street Patch, Grade SX Binder 64-22, 75 Gyration	225	SY	20.17 4,1538.25
4" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	225	SY	15.00 3,375.00
GENERAL CONDITIONS			
Mobilization	1	LS	250.00 250.00
Local Traffic Control	1	LS	100.00 100.00

BID A AMOUNT:

BID ALTERNATE B: HOWARD ST

STREETS			
3" Thick Hot Mix Asphalt - Street Patch, Grade SX Binder 64-22, 75 Gyration	40	SY	31.48 1,259.20
4" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	40	SY	15.00 1,200.00
GENERAL CONDITIONS			
Mobilization	1	LS	200.00 200.00
Local Traffic Control	1	LS	300.00 300.00

BID B AMOUNT:

BID ALTERNATE C: MEEKER ST PARKING LOT

DEMOLITION AND REMOVAL			
Curb & Gutter, Sidewalk, Misc. Concrete Removal	20	SY	10.00 200.00
STREETS			
3" Thick Hot Mix Asphalt, Grade SX Binder 64-22, 75 Gyration	85	SY	22.10 1,878.50
4" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	85	SY	15.00 1,275.00
12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	85	SY	11.00 935.00
6" Thick or Match Curb & Gutter, Sidewalk Replacement	20	SY	42.00 840.00
Vegetation/Landscape Removal	1	LS	400.00 400.00
Bollard Installation	10	EA	450.00 4,500.00
GENERAL CONDITIONS			
Mobilization	1	LS	500.00 500.00
Material Testing and Inspections	1	LS	500.00 500.00
Local Traffic Control	1	LS	100.00 100.00

BID C AMOUNT: 21,750.95

**City of Delta - Alley Storm Sewer Project
"Engineers Estimate"**

ENGINEERS ESTIMATE: PRIMARY BASE BID					
#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL
DEMOLITION AND REMOVAL					\$11,879.05
	Full Depth Asphalt Removal	2273	SY	\$4.85	\$11,024.05
	Curb & Gutter, Sidewalk, Misc. Concrete Removal	95	SY	\$9.00	\$855.00
STREETS					\$125,487.00
	Reshape Existing Base Course	2273	SY	\$2.00	\$4,546.00
	6" Class VI Base Under Asphalt & Concrete - Moisture Conditioned and Compacted	2884	SY	\$5.25	\$15,141.00
	3" Thick HMA - Grade SX Binder 64-22, 75 Gyration	2408	SY	\$30.00	\$72,240.00
	8" Thick Class D or P - Concrete Pavement - 2' Wide Center V-Pan	275	SY	\$80.00	\$22,000.00
	6" Thick or Match Curb & Gutter, Sidewalk Replacement	116	SY	\$60.00	\$6,960.00
	3" Thick HMA - Street Patch, Grade SX Binder 64-22, 75 Gyration	85	SY	\$30.00	\$2,550.00
	Adjust Manhole Lids	5	EA	\$410.00	\$2,050.00
	Adjust Clean Out	2	EA	\$225.00	\$450.00
	Adjust Water Valve Box	1	EA	\$225.00	\$225.00
STREETS: SUBGRADE FAILURE ALTERNATE					\$37,504.50
	Tensar TX140 Geo-Grid	1137	SY	\$2.40	\$2,727.60
	30" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1137	SY	\$15.00	\$17,047.50
	12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1137	SY	\$6.85	\$7,785.03
	12" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	1137	SY	\$8.75	\$9,944.38
ALLEY BETWEEN MAIN & MEEKER - 2ND TO 5TH STREET					
DEMOLITION AND REMOVAL					\$8,923.50
	Full Depth Asphalt Removal	1710	SY	\$4.85	\$8,293.50
	Curb & Gutter, Sidewalk, Misc. Concrete Removal	70	SY	\$9.00	\$630.00
STREETS					\$124,343.50
	Reshape Existing Base Course	2276	SY	\$2.00	\$4,552.00
	6" Class VI Base Under Asphalt & Concrete - Moisture Conditioned and Compacted	2846	SY	\$5.25	\$14,941.50
	3" Thick HMA - Grade SX Binder 64-22, 75 Gyration	2410	SY	\$30.00	\$72,300.00
	8" Thick Class D or P - Concrete Pavement - 2' Wide Center V-Pan	275	SY	\$80.00	\$22,000.00
	6" Thick or Match Curb & Gutter, Sidewalk Replacement	92	SY	\$60.00	\$5,520.00
	3" Thick HMA - Street Patch, Grade SX Binder 64-22, 75 Gyration	68	SY	\$30.00	\$2,040.00
	Adjust Manhole Lids	4	EA	\$410.00	\$1,640.00
	Adjust Water Valve Covers	6	EA	\$225.00	\$1,350.00
STREETS: SUBGRADE FAILURE ALTERNATE					\$37,554.00
	Tensar TX140 Geo-Grid	1138	SY	\$2.40	\$2,731.20
	30" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1138	SY	\$15.00	\$17,070.00
	12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	1138	SY	\$6.85	\$7,795.30
	12" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	1138	SY	\$8.75	\$9,957.50
TOTAL CONSTRUCTION COST					\$345,691.55
GENERAL CONDITIONS					\$22,500.00
	Surveying	1	LS	\$7,500.00	\$7,500.00
	Contractor As-built Drawings	1	LS	\$500.00	\$500.00
	Mobilization	1	LS	\$7,500.00	\$7,500.00
	Material Testing and Inspections	1	LS	\$3,000.00	\$3,000.00
	Local Traffic Control	1	LS	\$4,000.00	\$4,000.00
BID AMOUNT:				\$368,191.55	
Project w/ 10% Construction Contingency				\$402,760.71	

**City of Delta - Alley Storm Sewer Project
"Engineers Estimate"**

ENGINEERS ESTIMATE: BID ALTERNATES					
BID ALTERNATE A: RENAE ST					
#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL
STREETS					
	3" Thick Hot Mix Asphalt - Street Patch, Grade SX Binder 64-22, 75 Gyraton	25	SY	\$30.00	\$750.00
	4" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	25	SY	\$5.25	\$131.25
GENERAL CONDITIONS					
	Mobilization	1	LS	\$500.00	\$500.00
	Local Traffic Control	1	LS	\$500.00	\$500.00
BID ALTERNATE A AMOUNT:				\$1,881.25	
BID ALTERNATE B: HOWARD ST					
#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL
STREETS					
	3" Thick Hot Mix Asphalt - Street Patch, Grade SX Binder 64-22, 75 Gyraton	40	SY	\$30.00	\$1,200.00
	4" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	40	SY	\$5.25	\$210.00
GENERAL CONDITIONS					
	Mobilization	1	LS	\$500.00	\$500.00
	Local Traffic Control	1	LS	\$500.00	\$500.00
BID ALTERNATE B AMOUNT:				\$2,410.00	
BID ALTERNATE C: MEEKER ST PARKING LOT					
#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL
DEMOLITION AND REMOVAL					
	Curb & Gutter, Sidewalk, Misc. Concrete Removal	20	SY	\$9.00	\$180.00
STREETS					
	3" Thick Hot Mix Asphalt, Grade SX Binder 64-22, 75 Gyraton	85	SY	\$30.00	\$2,550.00
	4" Class VI Base Under Asphalt Pavement - Moisture Conditioned and Compacted	85	SY	\$5.25	\$446.25
	12" Subgrade Replacement w/ Pit Run - Moisture Conditioned and Compacted	85	SY	\$6.85	\$15,207.00
	6" Thick or Match Curb & Gutter, Sidewalk Replacement - Includes Class 6", Expansion	20	SY	\$60.00	\$1,200.00
	Vegetation/Landscape Removal	1	LS	\$1,000.00	\$1,000.00
	Bollard Installation	10	EA	\$500.00	\$5,000.00
GENERAL CONDITIONS					
	Mobilization	1	LS	\$500.00	\$500.00
	Material Testing and Inspections	1	LS	\$2,000.00	\$2,000.00
	Local Traffic Control	1	LS	\$500.00	\$500.00
BID ALTERNATE C AMOUNT:				\$28,583.25	
TOTAL ALTERNATE AMOUNT:				\$32,874.50	

Ordinance No. 4, 2016

AN ORDINANCE OF THE CITY OF DELTA, COLORADO, AMENDING THE ZONING DESIGNATION OF WEST WINDS PLANNED UNIT DEVELOPMENT, HAWKINS COMMERCIAL LOTS 1 & 2 FROM B-2 TO B-3

WHEREAS, the owners of WEST WINDS PLANNED UNIT DEVELOPMENT, HAWKINS COMMERCIAL LOTS 1 & 2 located in Delta, Colorado have applied for rezoning of their property to a designation that will allow for additional business uses on the parcels; and

WHEREAS, the City of Delta's Planning Commission, following a proper hearing of the rezoning application, has recommended that the zoning classification for the property be changed, as requested, from the present designation of B-2 to a new designation of B-3; and

WHEREAS, the Delta City Council finds that the requested zoning change will not be adverse to the public health, safety and welfare and that the previous zoning was erroneous. Therefore, as previously determined by the City Planning Commission, the requested zoning amendment meets the criteria for zoning changes set forth in Delta Municipal Code Section 17.04.270.

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

Section 1. The zoning designation for the property in the City of Delta, Colorado that is specifically described as WEST WINDS PLANNED UNIT DEVELOPMENT, HAWKINS COMMERCIAL LOTS 1 & 2 FROM B-2 TO B-3.

Section 2. The official zoning map of the City shall be amended as soon as practicable to reflect the zoning change for the subject properties as approved by this ordinance.

ADOPTED ON FIRST READING AND ORDERED PUBLISHED this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk



Proclamation

Building Safety Month — May, 2016

Whereas, our City's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, "Building Codes: Driving Growth through Innovation, Resilience and Safety" the theme for Building Safety Month 2016, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Edward C. Sisson, Mayor of the City of Delta, do hereby proclaim the month of May 2016 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Signature

MEMO

To: City Council
From: Jolene E. Nelson, CMC, City Clerk
Date: May 3, 2016
Subject: Delta Housing Authority Board Appointment



Office of the City Clerk

Recommendation:

Staff recommends that Council consider appointing Robert Jurca to the Delta Housing Authority Board.

Background:

There is currently one opening on the Delta Housing Authority Board. The Clerk has advertised for the opening in the Delta County Independent. The Clerk has received one applicant.

Cost:

There is no cost to the City.

Alignment With Strategic Planning:

The Delta City Council adopted a resolution in 1973 stating “.... the local governing body must meet and appoint Commissioners to its Local Housing Authority”

Actions To Be Taken if Approved:

Council may choose to:

- Review application and appoint applicant;
- Set time to interview the applicant;
- Continue advertising for the position for some time period



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

Board, Commission or Committee Application

Please return to: City of Delta, 360 Main Street, Delta, Colorado 81416

Name Robert Jurca Date 4-21-2016

Mailing Address 685 1800 Road

Street Address 685 1800 Road Phone Number 9702508502

City Delta State CO Zip Code 81416

Occupation Software Engineer

How many years (months) have you lived in the: City of Delta 18 years ?
Delta County 20 years ?

Board or Commission Applying for:

Planning Commission _____
Delta Housing Authority XXX
Golf Course Advisory Board _____
Other (please list) _____

How did you hear about this opening?

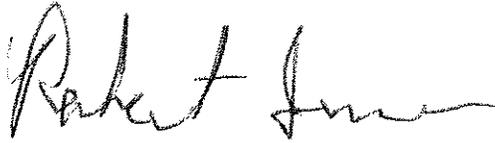
Housing authority board

Please comment on why you desire to be appointed?

I have been a member of the housing board. In this time I have come to understand just how important this organization is. I bring along much knowledge on how we have reached this point over last several years. The housing authority has made great gains in the last couples of years. It is my desire to be part of this continual growth and improvement of the organization.

Have you ever been on a Board or Commission before? (If yes please describe)
yes, city council and Delta Housing Authority

Please explain the purpose of the Board or Commission you are applying for as you understand it.
The board provides direction and financial guidance. This will include long and short term planning. It is the role of the executive director to handle all day to day activities.
The housing authorities goal is to provide safe, decent and affordable housing to our most vulnerable citizens.



Signature of Applicant

Page 2 for Planning Commission Applicants only:

In making appointments to the Planning Commission, the Delta City Council desires from each applicant, information relative to the following topics. Please complete this information to the best of your ability.

How do you feel growth in the City of Delta should be handled?

What are your feelings regarding land use controls?

How do you feel about Planning?

Items: U V \

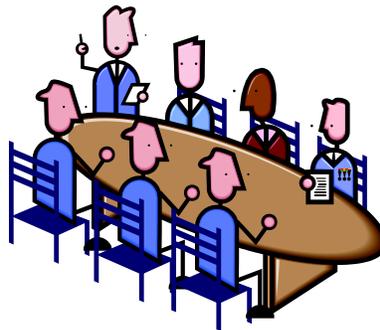
Attorney Comments



City Manager Comments



Councilmember Comments



Item P:

Executive Session:

For a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions (pending litigation update) under CRS Section 24-6-402(4)(b) and 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).