



A G E N D A

Delta City Council Regular Meeting

February 6, 2024
7:00 p.m.

- A. Pledge of Allegiance
- B. Changes to the Agenda
- C. Citizen Comments
- D. Approval of the January 16, 2024 Regular Meeting Minutes
- E. Vacancy of the City Councilmember District B Seat
- F. Public Hearing: Soper-Wang Fence Height Variance
- G. Delta Riverwalk Planned Unit Development (PUD) Sketch Plan
- H. Purchase for 2024 Budgeted Equipment & Vehicles
- I. Ordinance #1, 2024; First Reading
Amending Chapter 8.24 of the Delta Municipal Code Declaring Gambling as a Public Nuisance
- J. Memorandum of Understanding with the Delta Area Chamber of Commerce for Delta Library Innovation Workspace
- K. Consideration of Request to Install Cell Tower at Mountain View Ball Field and Lease Agreement Review
- L. Intergovernmental Agreement Between the City of Delta, CO and the Town of Paonia, CO for Inspection Services
- M. Letter of Support for the AARP's Age-Friendly Community Network
- N. City Attorney Comments
- O. Monthly Manager's Report/City Manager Comments
- P. Councilmember Comments
- Q. Executive Session
To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under CRS Section 24-6-402(4)(a); or more specifically for discussions regarding property located on the corner of 5th Street and Confluence Drive (parcel #3457240207003)

Please preregister for the meeting:
Join Zoom Meeting
<https://us06web.zoom.us/j/83818598441>
One tap mobile
+17207072699, 83818598441#

Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Item C:

Citizen Comments



Mayor Kevin Carlson called the meeting to order at 7:00 p.m. Also present were Councilmembers Cathy Boyd, William Tedrow, and Mark Broome, along with City Manager Elyse Casselberry. Absent was Councilmember Ryan Crick. A meeting notice was posted on the City's website and in the south window at City Hall at least twenty-four hours prior to the meeting.

Pledge of Allegiance

The Mayor led everyone present in the Pledge of Allegiance.

Changes to the Agenda

There were none.

Citizen Comments

Rene Collins.2117 Clerk Court, commented on handicap parking on Main Street.

Approval of the January 2, 2024 Regular Meeting Minutes

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to approve the January 2, 2024 regular meeting minutes as presented by the Clerk. All in favor, motion carried.

Discussion on Veterans Discount at Bill Heddles Recreation Center

Recreation Manager Renee Ealey reported that staff did some research on Veterans discounts. They are proposing that the Veterans discount be similar to the business program discount of 20% minus the annual fee. Any active duty military personnel do get free daily admission. This will be easier to administer as the program is already in place.

City Manager Elyse Casselberry stated there is also the first responder's program.

Mayor Carlson would like to see some kind of discount for programs as well.

Manager Earley stated she would look into that type of discount.

Mayor Carlson also reported that Council has received an email from Josh Vigil with some ideas on Veterans discounts.

Staff will prepare an amendment to the fee schedule and bring that back for approval.

Consideration to Approve the Trimble Forensic X& Scanning System, Subscription, Accessories and Training for the Delta Police Department

Chief of Police Luke Fedler stated that in the 2024 budget, staff recommended to purchase an upgraded software system for measurements of collisions and evidence collection. He introduced Officer Robert Lane who currently is the police department's collision reconstructionist.

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

Consideration to Approve the Trimble Forensic X& Scanning System, Subscription, Accessories and Training for the Delta Police Department (cont.)

Officer Lane provided a summary of his findings regarding a software that would fit the needs of the police department. He reported that the current system is approximately 15 years old or longer and is outdated. The software is no longer supported; therefore, they cannot update the system and the current system is not collecting all the data. This software is no longer reliable for thorough, accurate scene processing. He summarized the system staff is recommending.

Councilmember Tedrow questioned if there are any other comparisons.

Officer Lane stated that staff did some research on different systems and this system fits the needs of the department at a fraction of the price.

There was extensive discussion regarding the research staff completed on the available systems.

Mayor Carlson would like to see a hard copy of staff's research.

Staff answered questions from Council regarding the system's warranty, training and costs.

Councilmember Broome made a motion to approve the acquisition of the system and Councilmember Carlson seconded the motion. After further discussion both parties withdrew the motion.

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to table the decision and have staff bring back comparisons of other systems. All in favor, motion carried.

Resolution #2, 2024; Approval to Submit a Local Planning Capacity Grant with the Colorado Department of Local Affairs

Community Development Manager Joe Gillman stated that staff has been working with the Department of Local Affairs (DOLA) regarding Proposition 123. DOLA has asked the City of Delta to apply for the local planning capacity grant. Should the City received the grant, the funds would be used to purchase a system to help fast track land use applications. He summarized the program and how it would benefit the community. This will allow customers options on how they can submit their application whether it be digitally or in person.

A summary of Proposition 123 was provided.

City Manager Elyse Casselberry reported that the grant amount has been adjusted since the drafting of the resolution. The request is for up to \$97,000 and the City will have a 20% match of the total project.

There was extensive discussion regarding the software that could be considered should the City received the funds from DOLA.

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

Resolution #2, 2024 (cont.)

Resolution # 2, 2024

SUPPORTING THE GRANT APPLICATION FOR THE LOCAL
PLANNING CAPACITY GRANT PROGRAM THROUGH THE
COLORADO DEPARTMENT OF LOCAL AFFAIRS

was read by the clerk.

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to adopt Resolution #2, 2024 with the corrected amount of \$97,000. Roll call vote: Councilmembers Broome, aye; Tedrow, aye; Boyd, aye and Carlson, aye. Motion carried.

Consideration to Approve a Fee Agreement with Camp & Skarka, LLC for Prosecutorial Services in Delta Municipal Court

City Clerk Jolene Nelson stated that this agreement is to move forward with a full-time prosecutor in Delta Municipal Court. The current agreement allows the prosecutor to handle cases that are referred to them on a case-by-case basis. After reviewing the current cases, the prosecutor is currently handling approximately 75% of the criminal cases. That number does not include traffic cases. Staff has been discussing how to address some of the concerns being presented involving various cases and staff believes having a full-time prosecutor will address those concerns. The City is currently paying \$2500 a month for this service and the proposal increases to \$4000 a month. Should Council approve the agreement, staff will work to adjust the court schedule to reflect the change. This is not in the budget and being brought before Council for their approval. A supplemental appropriation may need to be completed at the end of the year.

Chief Luke Fedler stated that he is extremely frustrated with repeat offenders and hopes that this will help deter them.

There was some discussion regarding the various offenses Delta Municipal Court handles .

It was moved by Councilmember Broome and seconded by Councilmember Boyd to approve the fee agreement with Camp & Skarka, LLC for prosecutorial services in Delta Municipal Court. All in favor, motion approved.

Letter of Support for Delta Housing Authority's Proposed Development Using LIHTC Funding

Ute Jantz, Executive Director of the Delta Housing Authority, stated that they are working towards a Phase III of the Residences at Delta. This would be a 50-unit multi-family housing project. She introduced Megan Adams with Regional TWG Development.

Ms. Adams reported that they are requesting a letter of support from the City of Delta to start moving forward with funding for Phase III. She summarized the unit types. They are looking for the letter to support the development using LIHTC Funding.

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

Letter of Support for Delta Housing Authority's Proposed Development Using LIHTC Funding (cont.)

There was some discussion regarding housing for Veterans.

City Manager Elyse Casselberry stated that this letter of support does not give a firm number of what the City will be contributing. We will have the incentive committee review the policy and provide a recommendation to the Council for approval of the amount. This is built into the 2024 budget.

It was moved by Councilmember Boyd and seconded by Councilmember Tedrow to approve the letter of support for the Delta Housing Authority's Proposed Development Using LIHTC Funding. All in favor, motion carried.

City Attorney Comments

There were none.

Monthly Managers Report/City Manager Comments

The report was provided to the Council in their packets and staff answered questions from Council.

City Manager Elyse Casselberry invited Council to the formal launch and tool raiser for the coworker and makerspace on February 3, 2024. The Chamber will be kicking off their official presence in the location on their Business After Hours event this week.

Councilmember Comments

Councilmember Broome would like Council to draft a letter in support of abolishing the criminal reform.

City Manager Elyse Casselberry suggested having a work session on the topic. There was consensus to move forward with a work session.

Councilmember Broome continued to suggest that the Chief communicate with other law enforcement agencies and see if they would be interested in joining the discussion.

Manager Casselberry stated that this is a political conversation and would suggest that the Council speak with other elected officials.

Councilmember Broome appreciates all of the officers on the street and the work they do. He will be forming a concerned citizens group after his term is up. He will not be running for a second term. He appreciates all of the city staff. He encouraged everyone to thank a Veteran.

Councilmember Tedrow reported that he will be attending the Club 20 event representing the Western Slope on the Board of Directors. He commented on the upcoming election. He also commented on the Main Street project and encouraged everyone to provide their comments.

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

Councilmember Comments (cont.)

Councilmember Boyd thanked the staff, she appreciates everything they do. Without the staff the City wouldn't be able to have functioning city like we have. She would like to have an Armory Tour to see the progress that is happening. She commented on the employee party which offered staff a fun evening. She also commented on the Mayor attending class at Garnet Mesa Elementary. Keep supporting local businesses.

Mayor Carlson reported that he was invited to attend a third-grade class at Garnet Mesa. What a fun experience to get thoughts about local government from a third grader. He provided some information on the Main Street Project. He would like staff to look into the concern about the handicap ramps that was presented this evening. He thanked staff for all they do and thanked everyone that attended this evening.

The meeting was adjourned at 9:16 p.m.

Jolene E. Nelson, CMC, City Clerk



To: City of Delta City Council
 From: Joe Gillman, Community Development Manager; Mike Markus, City Planner; and Raini Ott, Contract City Planner
 Date: February 6, 2024
 Subject: Soper-Wang Fence Height Variance

Request Summary

The subject request is an Appeal of the City of Delta Planning Commission’s decision of conditional approval on November 6, 2023, for the Soper-Wang Fence Height Variance. At a regular meeting on November 21, 2023, the City Council decided to hear the request *de novo*; therefore, this staff report provides an overview of the requested Variance and Planning Commission’s decision for City Council’s review and final action.

The request is for approval of a Variance of two feet to the maximum fence height in the A-1 Agricultural Zoning District to allow an eight-foot fence (Attachment A). The subject property is addressed as 10 Hartig Drive (Assessor Account No. R011500) and located on the southeast corner of the Hartig Drive and Hillcrest Drive intersection (Figure 1). The request is submitted by property owners Matthew C. Soper and I-Chu (Sarah) Wang (“Applicant”). Staff recommends careful consideration of conditional approval for the Variance since it is found that all criteria can be met with certain conditions. At the November 6, 2023, meeting, Planning Commission found that all criteria for approval could be met with additional conditions beyond those recommended by staff.



Figure 1: Aerial of Subject Property (yellow outline) and Surrounding Area





Background Information

The subject property is zoned A-1 Agricultural and currently occupied by a residence built in 1904, as well as several accessory structures, according to the Delta County Assessor’s records. In the A-1 Zoning District, the maximum fence height is six feet, as required under Section 17.04.240(B)(1) (Attachment C). The requested Variance of two feet to the maximum height would result in allowing an eight-foot fence to be constructed.

The subject property is almost five acres total in size, with approximately three acres being farmed for alfalfa located east of an irrigation lateral. The remaining acreage is located west of the lateral and includes the 1904 residence and the accessory structures. According to the narrative and site plan provided by the Applicant (Attachment A, pages 3-5), the new eight-foot fence would be located on the portion of the property occupied by the residence near the Hartig Drive and Hillcrest Drive intersection. The increased height of the fence is to serve two purposes: privacy and protection of a high-value agricultural production area from deer (i.e., orchard and vineyard).

Review Procedure

The review procedure for a Variance from provisions of [Chapter 17.04, Zoning Regulations](#), is outlined under Section 17.04.290 and requires a duly noticed public hearing. Such requests are also referred to relevant City departments and external agencies for review and comment. The relevant code sections outlining the review procedure are included in Attachment C.

Referral Agency Comments

The request was distributed to the relevant City departments and divisions for review and comment, as well as to external agencies. In this case, the request was sent to the Tri-County Water Conservancy District and Delta-Montrose Electric Association (DMEA). No comments were received from either agency, and City staff generally had no concerns about the request. However, the City Engineer and Public Works Department voiced concerns about maintaining sight distances at the intersection of Hartig and Hillcrest Drives to ensure no traffic hazards are created. See more discussion under criterion (1) of the Criteria Review section.

Public Notice & Comments

Per Section 17.04.290(D), public notice of a hearing is required for a Variance from provisions of Chapter 17.04, including published in the newspaper, posted on the subject property, and delivered to adjacent property owners. For the subject request, public notice was published in the High Country Spotlight & Shopper on January 24 and 31, 2024, posted on the property as of January 30, 2024, and sent to adjacent property owners as of January 30, 2024. In addition, notice was provided to the public as a public hearing agenda item for the February 6, 2024, City Council meeting.

All public noticing requirements have been met for the subject request. As of publication of this staff report, a total of 10 public comments have been received (Attachment B). It is important to note that some of the comments received are duplicate opinions from the same adjacent property owners for different hearing dates. Out of the 10 submitted, there are **eight in support** of the request and **two with no opinion** offered. No specific comments were provided.





Criteria Review

As discussed below in detail, staff recommends City Council carefully consider conditional approval of the subject request since staff finds that all review criteria under Section 17.04.260(A) can be met, with certain conditions. Per Section 17.04.290(A), all requests for approval of a Variance from provisions of Chapter 17.04 shall be reviewed by the Planning Commission, or by the City Council if appealed and reviewed at a *de novo* hearing. Under Sections 17.04.290(G) and 17.04.260(B), the Code allows City Council to impose conditions on a Variance approval to ensure the criteria are met. See Attachment C for code sections related to the Variance criteria. Use this link to view [Chapter 17.04, Zoning Regulations](#), in its entirety.

Per Section 17.04.260(A), *the [City Council] may approve a variance from the provisions of this [Chapter 17.04] other than the uses specified for any District or restrictions on the location of factory built housing only if it determines following review pursuant to Section 17.04.290 that the following criteria are substantially met:*

(1) The variance will not adversely affect the public health, safety and welfare.

Granting a two-foot Variance from the A-1 Agricultural Zoning District’s maximum fence height and allowing an eight-foot fence to be constructed would not, by itself, adversely affect public health, safety, or welfare. In addition, any fence exceeding six feet in height requires a Building Permit to ensure it is designed to resist wind load and will not fall. However, the City Engineer and Public Works staff have concerns about an opaque fence of any substantial height being located within the sight distance triangles of the Hartig Drive and Hillcrest Drive intersection.

Sight distance triangles are areas defined by the [City Standards and Specifications](#) that should remain clear of obstructions to ensure traffic safety at roadway intersections. Specific requirements depend on the street classifications at a particular intersection. At this location, both Hartig Drive and Hillcrest Drive are designated as Collectors, requiring 15 feet into the subject property from the existing or future right-of-way lines at the intersection to remain clear then tapering over a 210-foot distance, as measured from the centerline of the intersecting street. The sight distance triangles as required by the City Standards and Specifications are shown approximately in Figure 2.

The City Engineer has discretion on how strictly to apply the sight distance requirements considering existing development in the surrounding area and the current width and usage of both streets. In this case, there may be some flexibility given that neither roadway is constructed to its future width and that Hillcrest Drive dead-ends just east of the property and will likely not extend to 1800 Road, as anticipated on the [City’s Major Street Plan](#), for many years. As such, staff recommends applying a condition to maintain sight distances as determined by the City Engineer if the request is approved.

With the requirement to obtain a Building Permit for any fence exceeding six feet in height and with the condition that sight distances at the intersection be maintained for traffic safety, staff finds the requested Variance will not adversely affect public health, safety, or welfare; therefore, staff finds this criteria can be met as conditioned.





Figure 2: Sight Distance Triangles for the Subject Property at the Hartig/Hillcrest Intersection

(2) Unusual physical circumstances exist, such as unusual lot size or shape, topography, or other physical conditions peculiar to the affected property which make it unfeasible to develop or use the property in conformity with the provisions of this Chapter in question.

The subject property is almost five acres in size with a rectangular shape bisected by an irrigation lateral. The property sits around two feet lower in elevation than the abutting roadways to the north and west; however, this elevation difference is not uniform and some portions of the property farther south and east are less than two feet below the elevations of Hartig and Hillcrest Drives.

According to the Applicant's narrative and site plan (Attachment A, pages 3-5), the new eight-foot fence would be located on the portion of the property occupied by the residence near the Hartig Drive and Hillcrest Drive intersection, and the increased height of the fence serves two purposes: privacy and protection of a higher-value agricultural production area from deer. Because of the peculiar physical circumstance of this portion of the subject property's elevation in relation to the abutting roadways, an eight-foot fence would appear almost two feet shorter from either Hartig Drive or Hillcrest Drive. In contrast, a six-foot fence from those perspectives would appear closer to four feet tall and would not provide the privacy or protection from deer desired by the Applicant.



Staff finds the lower elevation of the subject property in relation to the abutting roadways to constitute a unique physical circumstance which significantly reduces the effectiveness of six-foot fencing that would be allowed by-right in the A-1 Agricultural Zoning District; therefore, staff finds this criteria is met.

(3) The unusual circumstances have not been created as a result of the action or inaction of the applicants, other parties in interest with the applicant, or their predecessors in interest.

The existing topography of the subject property and its elevation approximately two feet lower than the abutting roadways to the north and west was not created directly or indirectly by the Applicant. Instead, it is likely that this unique physical circumstance was created or exasperated at the time when Hartig and Hillcrest Drives were constructed by the City (or Delta County) to meet roadway standards for paving, drainage, and alignment. Staff finds that the unique physical circumstance identified under criterion (2) was not created as a result of the action or inaction of the Applicant or other previous parties in interest; therefore, staff finds this criteria is met.

(4) The variance requested is the minimum variance that will afford relief and allow for reasonable use of the property.

The mule deer that populate the area on the outskirts of the City where the subject property is located are capable of jumping over fences less than seven feet tall. According to the Colorado Parks and Wildlife (CPW) guidance on fencing, a fence must be seven to eight feet in height to exclude deer and elk from vegetable gardens, vineyards, or other high-value agricultural production areas (see page 29 of the CPW publication, [Fencing with Wildlife in Mind](#)). Further, CPW illustrates that the effective height of fencing is dependent on the surrounding slope (Figure 3). For example, deer can easily jump a 42-inch (3.5-foot) fence when located on level ground, but increasing the slope to 50% approaching the fence increases the effective height to 75 inches (over six feet), which makes it a more difficult obstacle to overcome. The reverse is also true; deer can more easily jump higher fences when the approaching slope starts at a higher elevation. This is the case on the subject property as discussed under criterion (2).

Since the roadways abutting the property are almost two feet higher in elevation, the effectiveness of a fence located on the property boundary in keeping deer out would be reduced by the same. Based on the Applicant's chosen location and stated purpose for the taller fence being to protect an agricultural production area from the local deer population, in addition to providing privacy, staff finds a six-foot fence located along the perimeter of the property would be ineffective. Given the unique topography of the site and abutting roadways, an eight-foot fence would be needed to protect an orchard and vineyard located as proposed on the Applicant's site plan.

Based on the Applicant's planned location and purpose for the new eight-foot fence, staff finds the requested Variance of two feet from the maximum six-foot fence height in the A-1 Zoning District is the minimum necessary to afford relief and protect high-value crops from deer. As such, staff recommends applying a condition to an approval that it only applies to fencing in the general location and for the specific purposes as presented by the Applicant; therefore, staff finds this criteria can be met as conditioned.



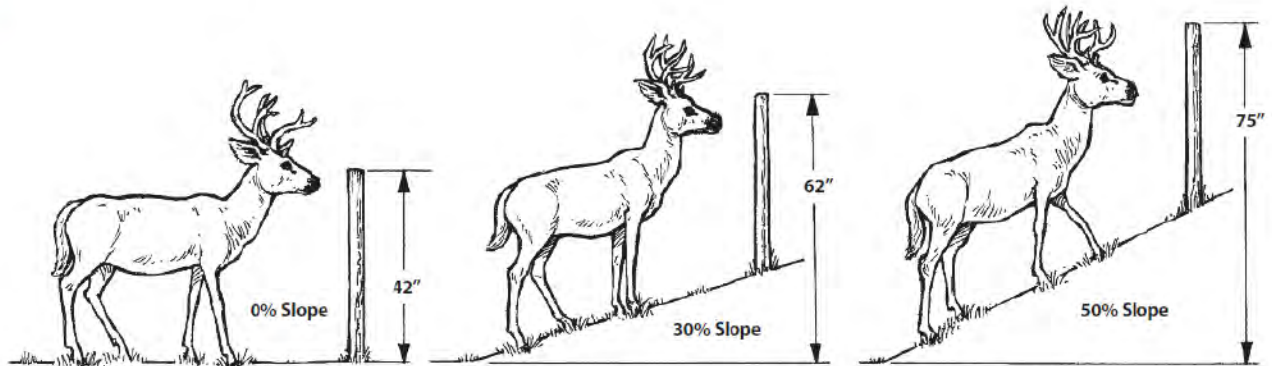


Figure 3: CPW Illustration of Effective Fence Heights on Slopes

(5) The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.

A six-foot fence along the boundary of a property zoned A-1 Agricultural is allowed by-right. Since the location of the fence, as presented by the Applicant, will be almost two feet lower in elevation compared to the abutting roadways, the apparent height of an eight-foot fence would be closer to the by-right six-foot height allowed. Considering the unique physical circumstances of the subject property, the nature of the desired agricultural use, and the effective fence height on a slope needed to exclude deer, staff finds that approval of the Variance to allow an eight-foot fence would not be incompatible with the rural character of surrounding properties and development, nor would it impair the values or use of other nearby properties. Therefore, as discussed under other criteria, staff finds this criteria can be met as conditioned.

Planning Commission Review & Decision

On November 6, 2023, the City of Delta Planning Commission held a duly noticed public hearing to review the Variance request. Planning Commissioners present included Susan Welk-Valdez, Chair; Fay Mathews, Vice-Chair; Cecilia Tafoya; Katie Bowers; Tony Romero; and Ron White. Commissioner Gerald Roberts was absent. In addition, Vice-Chair, Fay Mathews, recused himself from the public hearing. As detailed in the Planning Commission staff report, and as outlined in the Criteria Review and Recommendation sections of this report, staff recommended conditional approval for the subject request since it was found that all criteria could be met with certain conditions (see [November 6, 2023, Planning Commission staff report packet](#)). Draft minutes that have not yet been approved are also included as Attachment D.

At the November 6 hearing, staff presented the subject request and recommended action, and also addressed questions from the Commission about the property elevation, the process for a code amendment, and Building Permit requirements for an eight-foot fence. The Applicant then presented their request and answered questions about the type and quality of the fence, sight distance concerns and setbacks, and the property elevation. The hearing was then opened for public comment, but no members of the public spoke.

After public comment was closed, the Commission discussed the subject request and staff's recommendation. The Commission voiced concerns about traffic safety, wind load, establishing a precedent, aesthetics, and impacting the



neighborhood character. A motion was made by Commissioner White and seconded by Chair Welk-Valdez to approve the Variance to allow an eight-foot fence subject to a condition limiting the portion of the fence exceeding six feet to only along Hartig Drive. All voted yes, and the motion passed.

The Applicant subsequently filed an appeal of the Planning Commission's decision with the City Clerk on November 11, 2023, pursuant to Section 17.04.290(H)(4), and at its regular meeting on November 21, 2023, the City Council decided to hear the request *de novo*.

Recommendation

Based on the analysis provided in the Criteria Review section, staff finds all criteria for approval of a two-foot Variance to the maximum fence height in the A-1 Agricultural Zoning District can be met, with certain conditions. Therefore, staff recommends the City Council carefully consider **conditional approval** of the Soper-Wang Fence Height Variance request, subject to the following conditions:

1. Sight distance requirements from the Hartig Drive and Hillcrest Drive intersection, as set forth in the City Standards and Specifications and determined by the City Engineer, must be maintained.
2. The Variance is approved for the specific purposes and in the general location as presented by the Applicant in Attachment A. Additional fencing on the subject property must comply with the requirements in Municipal Code unless otherwise approved at the City's discretion.

Attachments

- A – Updated Application Materials
- B – Updated Public Comments
- C – Relevant Code Sections
- D – Draft November 6, 2023, Planning Commission Minutes



Application Information

Proposal Name: Soper-Wang Fence Height Variance

Proposal Description: Request for approval of a Variance of two feet to the maximum fence height in the A-1 Zoning District to allow an eight-foot fence.

Location: 10 Hartig Drive, Assessor Account No. R011500, located on the southeast corner of the Hartig Drive and Hillcrest Drive intersection, in Section 17, Township 15S, Range 96W.

Zoning: A-1 Agricultural Zoning District

Applicant: Matthew C. Soper and I-Chu (Sarah) Wang (property owners)

Comment Deadline: Mon., Oct. 23, 2023

Aerial of Subject Property





DEVELOPMENT & LAND USE APPLICATION

Subdivision	Fee	X	Land Use	Fee	X	Other	Fee
Boundary Line Adjustment	\$250		Cond Use/Change in Non-Conf. Use	\$200		Fire Hydrant	Time and materials
Lot Split	\$250		Variance	\$200		Parks (PILP)	\$1203/add'l lot
Minor Sub	\$250		Amdmt/Add Zoning Map	\$300		Recording fees	Actual cost
Replat/Plat Amendment	\$250		Travel/Mobile Home Park Development	\$250+ \$10/space		Temporary Use	No fee
Sketch Plan	\$250		Travel/Mobile Home Park License, new owner	\$10/space		Other	
Preliminary Plat	\$500+ \$20/lot						
Final Plat	\$250		Acknowledgement of Fees Form Signed?	Yes	No		
Annex/Disconnect	\$250						

Project Name:	Soper fence height variance	Application Date:	
Site Location:	10 Hartig Drive	Current Land Use:	
Assessor Parcel #:	345577300005	Current Zoning:	
Proposed # of Lots:		Size - Acres/Sq Ft:	
Project Description:	Variance to increase max fence height from 6-feet to 8-feet.		

	Property Owner	Developer	Representative
Name	Matthew Soper & I-Chu Wang		
Address	10 Hartig Dr.		
City/State/Zip	Delta, CO 81416		
Phone	970. 210. 9210		
Fax			
E-mail	matthew.soper@gmail.com / Ich.Wang@gmail.com		
Signature	<i>Matthew Soper</i>		
Date	2023.10.04		

It is the applicant's responsibility to provide complete submittals, meet all deadlines, and monitor the progress of the application. Refer to the appropriate checklist for submittal requirements. By signing above, the applicant petitions the City for the requested review, certifies that the information provided is correct to the best of his/her knowledge, and agrees to allow City Staff to enter the project site.

Requestors: Matt Soper & I-Chu (Sarah) Wang, joint owners,
10 Hartig Drive
Delta, CO 81416

To: City of Delta's Planning Commission
360 Main Street
Delta, CO 81416

Date: Monday, October 2, 2023

RE: Request for Variance to Delta fence code

Dear Planning Commission:

We are requesting a variance to the height restriction of the City of Delta Fence Code, 17.04.240, Supplemental regulations. We would like to replace our current fence with an 8-foot fence. Our reason is two-fold: to keep deer out of our yard to allow us to expand our agricultural use of our property, and to create privacy around our home.

Under the Fence Code, "[n]o fence or free-standing wall shall exceed a height of 6-feet in any residential zoning district of the City, including present A-1 [. . .] zones." Our home, located at 10 Hartig Dr, Delta, Colorado, is within agricultural zone A-1. We are where the City's "look and feel" changes from residential to agricultural use. Since our part of the City contains many small farms and natural wildlife habitat, we have a substantial deer population which has frustrated our ability to garden, plant fruit trees, establish a vineyard, or grow anything besides weeds and alfalfa.

Our present fence is 4-feet tall. We are seeking a variance to the Fence Code to replace our current fence with an 8-foot fence, to protect our property from deer and other wildlife, and to create privacy to be able to enjoy our own property without the constant stream of onlookers driving or walking past our home.

Our property is 2-feet below road grade. A 6-foot fence would appear as a much shorter fence to any vehicle or pedestrian on the public roadway, thus not providing us with any privacy. Our entire backyard would still be viewable from the road, which would negate the point of a privacy fence.

To prevent deer from jumping into our fenced portion of the property, Colorado Parks and Wildlife recommends an 8-foot fence to keep game in/out.¹ Because our property is below grade, a 6-foot fence would appear as a 4-foot fence and would not allow us to block deer or create private space within our property and around our home. Our plan is to be able to garden, plant a

¹ Hanophy, W. 2009. Fencing with Wildlife in Mind. Colorado Parks and Wildlife, Denver, CO.

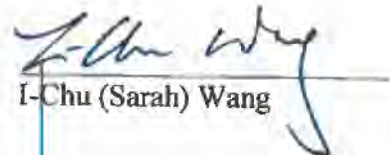
tiny orchard and vineyard, and not have deer destroy our valuable trees, vines, and gardens. An 8-foot fence would also mean that we could ensure our yard is mostly blocked from public view from the roadway. We value our private time at home and want to be able to enjoy our home without being always in the public spotlight.

We plan to have the work done by England Fence from Montrose. We are planning the privacy portion of the new fence to be rusted corrugated steel with a decorative frame between structural posts. The non-privacy portion of the fence would be chain link. We plan to work with the owner of England Fence to ensure the fence is structurally sound to withstand the most extreme weather.

We respectfully request the Planning Commission grant our variance to exceed the Fence Code's 6-foot height restriction to a height not exceeding 8-feet. If the Commission has any questions about our request, we would be happy to provide more information.

Respectfully submitted,

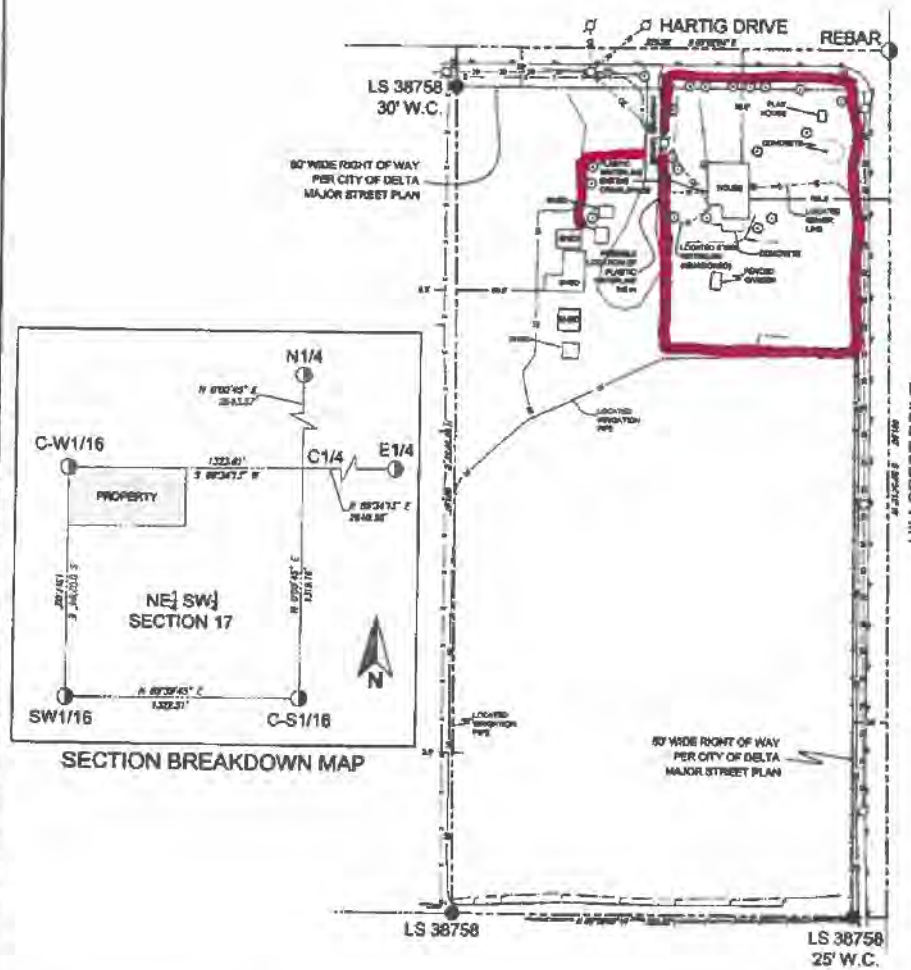

Matt Soper


I-Chu (Sarah) Wang

IMPROVEMENT SURVEY PLAT

10 HARTIG DRIVE

A PORTION OF THE W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 17,
TOWNSHIP 15 SOUTH, RANGE 95 WEST, SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DELTA, STATE OF COLORADO



LEGEND

	Property Line
	Section Line
	Edge of Asphalt
	Centerline of Ditch
	Edge of Delivery
	Overhead Utility
	Gas Line
	Fence
	Irrigation Pipe
	Sewer Line
	Water Line
	Found Survey Monument as Noted
	Set Survey Monument as Noted
	Telephone Pole
	Water Valve
	Gas Meter
	Utility Pole
	Day Wire
	Clean Out
	Waste Meter

- GENERAL NOTES**
1. THE SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE POLICY. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ANY OTHER ENGINEER.
 2. SURVEYOR'S CERTIFICATIONS HEREON SHALL RUN ONLY TO THE PERSONS FOR WHOM THIS SURVEY WAS PREPARED AND ON THEIR BEHALF TO THE AGENTS LISTED ON THESE PLATS (SUSPECTS). SURVEYOR'S CERTIFICATIONS ARE NOT RESPONSIBLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 3. NO GUARANTEE AS TO THE ACCURACY OF THE INFORMATION CONTAINED WITHIN THIS PLAT IS EITHER STATED OR IMPLIED UNLESS THIS FIRST BEING AN ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL LAND SURVEYOR HEREOF NAMED. DUPLICATED COPIES OF THIS SURVEY MARKED WITH AN ORIGINAL SIGNATURE AND SEAL BY THE SURVEYOR NAMED HEREON SHALL BE CONSIDERED TRUE, VALID COPIES.
 4. UTILITY LOCATED PROVIDE BY HIGH COUNTRY PRIVATE LOCATED ON 06/20/2021

LEGAL DESCRIPTION (REC. # 731239):
A PORTION OF THE W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 17, TOWNSHIP 15 SOUTH, RANGE 95 WEST, SIXTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION PLANNING TRACTS EAST 88 FEET; THENCE SOUTH 252 FEET; THENCE WEST 88 FEET ON LINE WALLS; TO THE NORTH LINE OF SAID SUBDIVISION TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 252 FEET TO THE POINT OF BEGINNING TOGETHER WITH ALL WATER AND WATER RIGHTS, ETTICES AND DITCH RIGHTS INCLUDING HERETO OR USED IN CONNECTION THEREWITH, INCLUDING BROOK SUBSCRIPTION IN THE UCCO-PHONIE VALLEY WATER USERS ASSOCIATION.

BASIS OF BEARINGS:
THE WEST LINE OF THE NE $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 17 IS ASSUMED TO BE AN 8.07070° S AND IS UNCORRECTED AS SHOWN HEREON. ALL OTHER BEARINGS ARE RELATIVE THEREBY.

SURVEYOR'S CERTIFICATE:
I, JEREMIAH D. HARRISS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THE SUBDIVISION SHOWN HEREON ACTUALLY EXIST AND THAT THEIR POSITIONS ARE AS SHOWN.



SIGNATURE
JEREMIAH D. HARRISS
COLORADO REGISTERED LAND SURVEYOR
REGISTRATION NO. 5878
DATE: 3-22-2021

MONTEBLO COUNTY CLERK AND RECORDER'S ACCEPTANCE
THIS SURVEY WAS ACCEPTED FOR DEPOSIT IN THE OFFICE OF THE CLERK AND RECORDER OF MONTEBLO COUNTY, COLORADO,
ON THIS _____ DAY OF _____, 20____
DEPOSIT NUMBER _____ TIME _____ DATE _____

MONTEBLO COUNTY CLERK AND RECORDER
Julie Chabris CLE, as Secretary
Approved as follows: By me, Clerk, on this day after due and lawful proof, my duty is to file this survey with the clerk after the due and lawful proof taken in the field and after the same shall have been filed in the office to be returned hereafter on proof from the clerk of the certificate shown herein.

IMPROVEMENT SURVEY PLAT 10 HARTIG DRIVE A PORTION OF THE W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 17, TOWNSHIP 15 SOUTH, RANGE 95 WEST, SIXTH PRINCIPAL MERIDIAN, COUNTY OF DELTA, STATE OF COLORADO	
PLAT SHEET: 10/15/16 PROJ. # 2021-001-001 JOB NO. 2021-001-001 DATE: 3/22/21	BUCKHORN ENGINEERING
DATE: 3/22/21 TIME: 10:00 AM JOB NO. 2021-001-001 JOB NO. 2021-001-001 JOB NO. 2021-001-001 JOB NO. 2021-001-001	323 South Park Avenue Montebello, Colorado 81401 970-248-8228
SCALE: AS SHOWN DATE: 3/22/21 JOB NO. 2021-001-001 JOB NO. 2021-001-001 JOB NO. 2021-001-001 JOB NO. 2021-001-001	V-1 1 of 1



Lindsay Reed <lindsay@cityofdelta.net>

Fwd: Request for Appeal: Soper/Wang Variance

Jolene Nelson <jolene@cityofdelta.net>

Wed, Nov 15, 2023 at 3:54 PM

To: Joe Gillman <joe@cityofdelta.net>, Lindsay Reed <lindsay@cityofdelta.net>

Jolene E. Nelson, CMC
City Clerk/Court Administrator
City of Delta
360 Main Street
Delta, CO 81416
(970) 874-7902

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient or his or her authorized agent, please inform the sender by reply e-mail and destroy all copies of the original message.

----- Forwarded message -----

From: **Rep. Matt Soper** <matthew.soper.house@colag.gov>
Date: Sat, Nov 11, 2023 at 10:31 PM
Subject: Request for Appeal: Soper/Wang Variance
To: Elyse Ackerman-Casselberry <elyse@cityofdelta.net>, <jolene@cityofdelta.net>
Cc: Wang I-Chu <ichu.wang@gmail.com>

Dear Clerk Nelson and City Manager Casselberry:

This email is to request an appeal of the decision of the Delta Planning Commission in the matter of the Soper/Wang Variance heard on Nov. 6, 2023.

Best regards,
Matt Soper
10 Hartig Dr.
Delta, CO 81416



COLORADO

Parks and Wildlife

Department of Natural Resources

January 16, 2024

Representative Soper:

Thank you for your interest in exclusionary fencing height. Colorado Parks and Wildlife (CPW) recommends a permanent exclusion fence to be seven to eight feet high to effectively exclude deer and elk (see pg. 29 of CPW's Fencing with Wildlife In Mind brochure: <https://cpw.state.co.us/Documents/LandWater/PrivateLandPrograms/FencingWithWildlifeInMind.pdf>). CPW also recommends that exclusionary fencing should be focused on smaller areas for specific purposes (i.e. gardens and haystacks) rather than larger areas (i.e. entire properties), when possible.

CPW issues permanent exclusionary fences to landowners who meet eligibility requirements enumerated in 33-3-103.5 C.R.S. through a written cooperative agreement with the State. These permanent fences, when installed correctly, are eight feet high at the top wire. This height is necessary to prevent damages for which the state is liable for by excluding deer and elk due to their jumping ability.

Other factors, such as county/city rules on fencing height and design, may determine how high your specific fence may be. If you have any further questions on CPW wildlife-fencing, please contact your local CPW Area Office.

Sincerely,

Luke Hoffman
Game Damage Program Manager
Colorado Parks and Wildlife

CC: Jeff Davis - CPW Director, Heather Dugan - Deputy Director, Cory Chick - SW Regional Manager, Rachel Sralla - Area Wildlife Manager, Sarah Hammig, Daphne Gervais



NOTICE TO PROPERTY OWNERS

() Conditional Use/Change in Non-Conforming Use

Variance

() Zoning Amendment/Addition

() Other: _____

Description of action to be considered: Request for approval of a variance of two feet to the maximum fence height in the A-1 zoning District to allow an eight-foot, deer-proof, fence for the property located at the southeast corner of Hartig & Hillcrest.

Address of property under consideration: 10 Hartig Dr, Delta, 81416.

Date of Public Hearing: Tuesday, Feb. 6, 2024 Time: 7:00 PM

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta () Planning Commission City Council will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at The City Council Chambers, 360 Main St, Delta, CO 81416.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

Approve

() Object

<u>SIGNATURE</u>	<u>NAME (print)</u>	<u>STREET ADDRESS</u>
<u>Betty Jo Dominguez</u>	<u>Betty Jo Dominguez</u>	<u>40 HARTIG DR.</u>
<u>René Dominguez</u>	<u>René Dominguez</u>	<u>40 HARTIG DR.</u>

COMMENTS:

Please return this form to the City of Delta at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

NOTICE TO PROPERTY OWNERS

() Conditional Use/Change in Non-Conforming Use

Variance

() Zoning Amendment/Addition

() Other: _____

Description of action to be considered: A request for approval of a variance of two feet to the maximum fence height of six feet in the A-1 zoning district to allow an eight-foot fence for the property located at 10 Hartig Dr.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

Date of Public Hearing: January 2, 2024 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

Approve

() Object

<u>SIGNATURE</u>	<u>NAME (print)</u>	<u>STREET ADDRESS</u>
<u><i>Diane Olney</i></u>	<u>DIANE OBERMEYER</u>	<u>1739 B 40 LN</u>
		<u>DELTA, CO 81416</u>

COMMENTS:

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

NOTICE TO PROPERTY OWNERS

() Conditional Use/Change in Non-Conforming Use

Variance

() Zoning Amendment/Addition

() Other: _____

Description of action to be considered: A request for approval of a variance of two feet to the maximum fence height of six feet in the A-1 zoning district to allow an eight-foot fence for the property located at 10 Hartig Dr.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

Date of Public Hearing: January 2, 2024 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

Approve

() Object

SIGNATURE

NAME (print)

STREET ADDRESS

<u>Rene D. Dominguez</u>	<u>Rene D. Dominguez</u>	<u>70 HARTIG DR DELTA</u>
<u>Betty Jo Dominguez</u>	<u>Betty Jo Dominguez</u>	<u>70 HARTIG DR DELTA</u>

COMMENTS:

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

NOTICE TO PROPERTY OWNERS

Conditional Use/Change in Non-Conforming Use

Variance

Zoning Amendment/Addition

Other: _____

Description of action to be considered: A request for approval of a variance of two feet to the maximum fence height of six feet in the A-1 zoning district to allow an eight-foot fence for the property located at 10 Hartig Dr.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

Date of Public Hearing: January 2, 2024 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

Approve

Object

SIGNATURE

NAME (print)

STREET ADDRESS

Craig Calhoun CRAGG CALHOUN 1738 H. 111 East Dr

COMMENTS:

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdeltanet

NOTICE TO PROPERTY OWNERS

Conditional Use/Change in Non-Conforming Use

Variance

Zoning Amendment/Addition

Other: _____

Description of action to be considered: A request for approval of a variance of two feet to the maximum fence height of six feet in the A-1 zoning district to allow an eight-foot fence for the property located at 10 Hartig Dr.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416


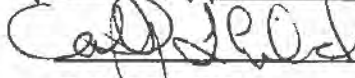
Date of Public Hearing: January 2, 2024 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

Approve

Object

<u>SIGNATURE</u>	<u>NAME (print)</u>	<u>STREET ADDRESS</u>
	CRAG HEGERATH	1737 HILLCREST DR
	Cathy Eiland	1737 Hillcrest Dr

COMMENTS:

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

NOTICE TO PROPERTY OWNERS

() Conditional Use/Change in Non-Conforming Use

Variance

() Zoning Amendment/Addition

() Other: _____

Description of action to be considered: A request for approval of a variance of two feet to the maximum fence height of six feet in the A-1 zoning district to allow an eight-foot fence for the property located at 10 Hartig Dr.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

Date of Public Hearing: January 2, 2024 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

() Approve

() Object

SIGNATURE

NAME (print)

STREET ADDRESS

 w/Ferd Mathews 1751 Hillcrest

COMMENTS: Why are we hearing this again?!

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

NOTICE TO PROPERTY OWNERS

() Conditional Use/Change in Non-Conforming Use

Variance

() Zoning Amendment/Addition

() Other: _____

Description of action to be considered: To consider a request for approval of a variance of 2 feet to the maximum fence height in A-1 Zone to allow an 8 foot fence for the real property located at 10 Hartig Dr. to prevent deer, other game.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

Date of Public Hearing: Nov. 6, 2023 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

Approve

() Object

<u>SIGNATURE</u>	<u>NAME (print)</u>	<u>STREET ADDRESS</u>
<u>Rene Dominguez</u>	<u>RENE Dominguez</u>	<u>70 Hartig Drive Delta Co.</u>

COMMENTS:

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NOTICE TO PROPERTY OWNERS

Conditional Use/Change in Non-Conforming Use

Variance

Zoning Amendment/Addition

Other: _____

Description of action to be considered: To consider a request for approval of a variance of 2 feet to the maximum fence height in M-1 Zone to allow an 8 foot fence for the real property located at 10 Hartig Dr. to prevent deer, other game.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

Date of Public Hearing: Nov. 6, 2023 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

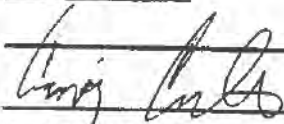
Approve

Object

SIGNATURE

NAME (print)

STREET ADDRESS



LIZZY CALLOWN

1738 Hillcrest Dr

COMMENTS:

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

NOTICE TO PROPERTY OWNERS

() Conditional Use/Change in Non-Conforming Use

Variance

() Zoning Amendment/Addition

() Other: _____

Description of action to be considered: To consider a request for approval of a variance of 2 feet to the maximum fence height in A-1 Zone to allow an 8 foot fence for the real property located at 10 Hartig Dr. to prevent deer, other game.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

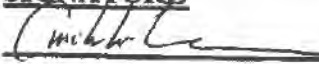
Date of Public Hearing: Nov. 6, 2023 Time: 6:30 p.m.

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I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:

Approve

() Object

<u>SIGNATURE</u>	<u>NAME (print)</u>	<u>STREET ADDRESS</u>
<u></u>	<u>ANDREW O MUHR</u>	<u>1749 HILLCREST DR.</u>

COMMENTS:

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

NOTICE TO PROPERTY OWNERS

() Conditional Use/Change in Non-Conforming Use

Variance

() Zoning Amendment/Addition

() Other: _____

Description of action to be considered: To consider a request for approval of a variance of 2 feet to the maximum fence height in A-1 Zone to allow an 8 foot fence for the real property located at 10 Hartig Dr. to prevent deer, other game.

Address of property under consideration: 10 Hartig Dr., Delta, CO 81416

Date of Public Hearing: Nov. 6, 2023 Time: 6:30 p.m.

This letter is addressed to you as an adjacent property owner, within 100 feet of the area under consideration, to inform you that the City of Delta Planning Commission will review the above application on the date and time shown. You are invited to attend and comment at the public hearing, which will be held at the City Council Chambers at 360 Main Street, Delta Colorado.

I as a property owner within 100 feet of the area under consideration have been informed the above request as described in this application and hereby:


() Approve

() Object

SIGNATURE

NAME (print)

STREET ADDRESS

 WILFRED MATHEWS 1751 Hillcrest Dr

COMMENTS:

Please return this form to the City of Delta Planning Department at 360 Main St before the date of the hearing. Do not email or mail or have any communications directly to the Planning Commission or City Council regarding this hearing. All information must be presented at the hearing and not before the hearing. You may direct all questions to city staff. 970-874-7909 or comdev@cityofdelta.net

"B-1" District, payment may be made to the City in lieu of providing required off-street parking spaces in the amount of \$2,700 per space. Such amount shall be kept and utilized by the City to provide public parking in said district.

L. Off-street parking is not required for uses conducted within the "B-1" District except for residential and other specified uses which shall provide off-street parking at all locations. (Ord. 4, §1, 1999; Ord. 31, §2, 2000; Ord. 33, §1, 2002; Ord. 9, §18, 2004; Ord. 7, §14, 2005; Ord. 3, §12, 2008; Ord. 8, §2, §3, 2012; Ord. 2, 2022; Ord. 4, 2022)

17.04.240 Supplemental regulations.

A. Home occupations: Home occupations may be conducted accessory to a dwelling unit in any district as an accessory use only if the following criteria are met:

1. City and State sales tax licenses must be obtained if sales taxable by the City or State sales taxes are to be made.

2. The occupational activity and storage of any items used or sold in the occupation must be entirely within the dwelling unit or accessory garage. Neither the occupation nor any storage may be conducted within or utilize any detached buildings or other place upon the premises other than the residence or accessory garage.

3. Only the residents of the dwelling unit may be engaged in the home occupation.

4. No unreasonable noise, glare, smoke, dust, vibration or odor shall be observable off the premises.

5. The home occupation activity shall not utilize or occupy more than twenty percent (20%) of the floor area of the dwelling unit and accessory garage combined.

6. Off-street parking shall be required for both the residential and the commercial activity in accordance with the requirements of Section 17.04.230.

B. The following fence, hedge, and wall regulations shall apply in addition to those requirements set forth in Delta Municipal Code Section 15.04.060:

1. No fence or free-standing wall shall exceed a height of six (6) feet in any residential zoning district of the City, including the present A-1, R-R, R-1, R-1A, R-2, R-3, R-4, MHR, MR and OR zones. No fence or free standing wall shall exceed a height of ten (10) feet in any other zoning district of

the City including the present B-1, B-2, B-3, B-4, I-1, I-2 and I-R zones.

2. Barbed wire may be used in fences that are necessary and appurtenant to lawful agricultural use within the City. Up to three strands of barbed wire may be installed at the tops of fences allowed in the business and industrial districts within the City, provided that such wire is located no less than six (6) feet above the ground level along the length of each pertinent fence.

3. Electrically charged fences shall be allowed within the City only if another fence or structure located outside of the electrified fence makes the latter inaccessible to all persons except the fence owners and their authorized lessees, employees, licensees and agents.

C. Temporary use permits:

1. The City Council may issue a permit authorizing a temporary use of premises in a district for a use which is otherwise not allowed in such district for a period of up to six months in accordance with this subsection.

2. The temporary use permit may be issued by the City Council only after it determines that unusual circumstances exist, not created by the applicant, such as damage or destruction of applicant's permanent premises, which results in significant hardship and that the temporary use will not unreasonably interfere with the use of other property or result in any permanent adverse effects to other property or create a safety or health hazard.

3. The City Council shall hold such hearings concerning the application and shall provide such notice thereof as the circumstances merit in its opinion. The permit may be granted subject to conditions appropriate to ensure compliance with the criteria of this Section.

D. Family child care homes: Family child care homes may be conducted within a dwelling unit in any zoning district as a residential use provided that they are licensed by the state and county, if applicable.

In accordance with C.R.S. § 26-6-104.5(1)(b), the City Manager, or their designee, may prohibit, on a case-by-case basis, the operation of immediately adjacent residences of two or more large family child care homes, as defined in 12 C.C.R. 2509-8-7.707.22(E), or impose conditions to manage the flow of

17.04.250 Criteria for approval of a conditional use or a change in a non-conforming use.

A. No conditional use or change in a non-conforming use will be allowed unless the Planning Commission determines the following criteria are substantially met with respect to the type of use and its dimensional features:

1. The use will not be adverse to the public health, safety or welfare.

2. The use is not inconsistent with the City's Comprehensive Plan.

3. Streets, pedestrian facilities, water, sewer and other public improvements in the area are adequate.

4. The use is compatible with existing uses in the area and other allowed uses in the district and the type, bulk, height and location of any buildings or structures is compatible with other buildings, structures and the character of the area.

5. The use will not have an adverse effect upon other property values.

6. Adequate off-street parking will be provided for the use.

7. The location of curb-cuts and access to the premises will not create traffic hazards.

8. The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property.

9. Landscaping of the grounds and architecture of any buildings will be reasonably compatible with that existing in the neighborhood.

10. Any other criteria specified by other City ordinances or regulations are met.

B. The burden shall be upon the applicant to prove that these requirements are met.

C. The Planning Commission may impose conditions as necessary to ensure that the above criteria are met.

D. A use approved as a "use subject to review" under prior ordinances shall be treated as a previously approved "conditional use" for purposes of this Chapter. (Ord. 4, §1, 1999)

17.04.260 Criteria for approval of a variance.

A. The Planning Commission may approve a variance from the provisions of this Title other than the uses specified for any District or restrictions on the location of factory built housing only if it determines following review pursuant to Section 17.04.290 that the following criteria are substantially met:

1. The variance will not adversely affect the public health, safety and welfare.

2. Unusual physical circumstances exist, such as unusual lot size or shape, topography, or other physical conditions peculiar to the affected property which make it unfeasible to develop or use the property in conformity with the provisions of this Chapter in question.

3. The unusual circumstances have not been created as a result of the action or inaction of the applicants, other parties in interest with the applicant, or their predecessors in interest.

4. The variance requested is the minimum variance that will afford relief and allow for reasonable use of the property.

5. The variance will not result in development incompatible with other property or buildings in the area, and will not affect or impair the value or use or development of other property.

B. The Planning Commission may impose conditions of approval as necessary to insure that the above criteria are met including limitations on the effective term of the variance.

C. The City Manager or designee may approve *di minimus* variances from the dimensional requirements of Section 17.04.220, fence height requirements, of Section 17.04.240(B)(1), and sign height and sign area requirements of Section 17.68 which meet the following criteria:

1. The variance is unnoticeable off the premises or would take a survey or measurements to detect;

2. The variance is not more than 5% of the applicable measurement; and

3. No practical alternative exists.

D. The burden shall be on the applicant to show that the applicable criteria are met. (Ord. 4, §1, 1999)

located upon the lot without a variance to lot area so long as the minimum lot area per unit is met.

6. Homes within a lawful nonconforming mobile home park may be replaced by homes which meet requirements for mobile homes located in the MHR District, without regard to performance standards for siding, permanent foundations, length, width, or eaves which may be otherwise applicable in the zone in question.

D. This Section shall not apply to signs. Nonconforming signs shall be governed by the provisions of Chapter 17.68. (Ord. 4, §1, 1999; Ord. 9, §14 & 15, 2004; Ord. 4, 2022)

17.04.290 Review procedure.

A. All requests for approval of a conditional use, variance, a change in a non-conforming use, or changes to the Zoning Map (rezoning) or other action which is required to be reviewed pursuant to this Section by these regulations or other City ordinances, shall be reviewed by the Planning Commission.

B. The applicant requesting approval of a conditional use, variance, change in a non-conforming use, rezoning or other action shall submit an application upon forms supplied by the City accompanied by any other required information, including a survey when necessary for consideration of the application. A single application may contain a request for more than one action. Application fees shall be set by the City Council as deemed appropriate. No formal application need be submitted or fee paid for an amendment to the Zoning Map initiated by the City Manager, City Council or Planning Commission.

C. A hearing shall be set before the Planning Commission not sooner than fourteen days nor more than fifty days after receipt by the City of a properly completed application form and all required fees and other required information.

D. Notice of the hearing shall be given as follows:

1. The applicant shall be advised of the date set for the hearing and shall be responsible to post a sign or signs supplied by the City upon the property affected, easily legible from abutting streets, which briefly describes the requested action and the time and location of the hearing. Such sign shall be maintained continuously for at least seven (7) days before the hearing and until final action is taken by the Planning Commission.

2. The applicant shall also cause a notice to be published in a legal newspaper at least seven (7) days prior to the hearing, which describes the action or actions requested and the property affected. The property shall be described by street address, or relationship to a street, other property with an address, or other landmarks, and not solely by a legal description.

3. The applicant shall either hand deliver or deposit in the U.S. Mail at least seven (7) days prior to the hearing a copy of the above notice addressed to the owner of record of any property inside the Delta City limits located within one hundred feet plus the width of any intervening public right-of-way of the property affected.

E. At the hearing scheduled, the applicant and other interested parties may appear and present such evidence or testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Planning Commission may limit testimony, evidence, and cross-examination which is merely cumulative. The Planning Commission shall not be required to follow any set procedure during the hearing, nor to strictly follow the rules of evidence as applied by the courts. The Chair of the Planning Commission shall make all rulings on admissibility of testimony or evidence. The hearing shall be tape recorded or otherwise recorded. The applicant or other interested party may, if they desire, have the hearing recorded by a court reporter at the applicant's expense. The hearing may be continued from time to time as necessary. The City Manager or designees may appear as a party at the hearing. The burden is upon the applicant in all cases to establish that all applicable criteria for any action are met, including proper notice.

F. The Planning Commission shall announce its decision within thirty-two (32) days of the completion of the hearing. It shall not be necessary for the Planning Commission to provide written findings or conclusions, except upon request of the applicant or other party appearing or participating in the hearing.

G. The Planning Commission may approve the requested action only upon finding that all applicable criteria and requirements of these regulations or other City ordinances have

been met. If it determines that such criteria have not been met, the application shall be denied. The application may be granted upon conditions or limitations which the Planning Commission determines are necessary in order to insure that the applicable criteria are met. Such conditions or limitations shall be provided to the applicant and interested parties in writing as part of the decision.

H. Decisions by the Planning Commission

1. The Planning Commission's decision with respect to requests for changes to the Zoning Map shall be submitted to the City Council as a recommendation. 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.

2. The Planning Commission's decision with respect to an application for approval of a conditional use permit for any Medical Marijuana Facility shall be submitted to the City Council as a recommendation, which shall be considered by the City Council at a noticed public hearing to be scheduled at the same City Council meeting as the public hearing for a Medical Marijuana License for the subject property in accordance with Chapter 5.22 of the City Code.

3. The Planning Commission's decision with respect to other applications shall be final unless an appeal is filed as set out below.

4. An appeal of any decision of the Planning Commission may be filed with the City Clerk within 5 days of the date of its decision by the City Manager, the applicant or any interested person appearing at the hearing. The Council shall thereafter decide the matter de novo by holding a new hearing substantially in conformity with the procedures of this section, or by review of the tape-recording or transcript and record of the hearing before the Planning Commission, as Council determines in its discretion.

I. Upon the filing of an appeal or request for review in the courts, the City shall cause a transcript of the tape recording of the hearing to be made and certified to the court, and the party filing such appeal or such review shall pay the City the reasonable cost incurred in producing such transcript,

unless such party has a transcript produced by a court reporter at such party's expense. (Ord. 4, §1, 1999; Ord. 17, §8, 2018)

17.04.300 Enforcement and administration.

A. The City Manager shall be responsible for the interpretation, administration and enforcement of the provisions of the Chapter, as amended, the Official Zoning Map, as amended, and of any decisions entered by the Planning Commission or the City Council pursuant to the Chapter.

B. No building permit, occupancy permit, or other permit or license shall be issued, nor shall any action be taken or allowed by the City which is not in compliance with the provisions of these zoning regulations, and any decision issued by the Planning Commission or City Council pursuant to this Chapter.

C. Whenever convenient to make an inspection to enforce any of the provisions of these zoning regulations, or any provision of a decision entered by the Planning Commission or the City Council pursuant to this Chapter, or whenever there is reasonable cause to believe that a violation of any provision of these zoning regulations, or any decision issued by the Planning Commission or City Council pursuant to this Chapter, exists, the City Manager or an authorized representative shall have the right to enter upon such building or premises at all reasonable times for purposes of inspection or to perform any other duty imposed by this Chapter. Prior to entry they shall identify themselves and request permission to enter from the occupant or person in charge of the premises if they can be found by reasonable efforts. If entry is refused, the City Manager or an authorized representative shall have recourse to any remedy provided by law to secure entry.

D. The City may maintain an action in a court of competent jurisdiction to enjoin any violation of these zoning regulations or of any decision entered by the Planning Commission or City Council pursuant to this Chapter.

E. It shall be unlawful to violate any of the provisions of these zoning regulations, or the terms of any decision entered by the City Council or Planning Commission pursuant to this Chapter. Any person convicted of such a violation may be punished by a fine and/or imprisonment in accordance with



A regular meeting of the City of Delta Planning Commission was held on Monday, November 6, 2023 at 6:30 pm in the City Council Chambers of City Hall at 360 Main Street, Delta, Colorado. Said meeting was posted in accordance with the Sunshine Law.

PRESENT: Susan Welk-Valdez, Chair; Fay Mathews, Vice-Chair; Cecilia Tafoya, Commissioner; Ronald White, Commissioner; Katie Bowers, Commissioner; Tony Romero, Commissioner; Joe Gillman, Community Development Manager; Lindsay Reed, Planning and Building Technician; Raini Ott, Contract Planner; Michael Markus, City Planner

ABSENT: Gerald Roberts; Commissioner

A. CHANGES TO THE AGENDA

There were no changes to the agenda.

B. MINUTES

A motion was made by Vice-Chair Mathews, seconded by Commissioner Tafoya to approve the minutes of the Planning Commission meeting held on October 9th, 2023 as written. All voted yes. Motion passed.

C. CITIZEN COMMENTS

None.

D. PUBLIC HEARING - SOPER-WANG FENCE HEIGHT VARIANCE

Vice-Chair Mathews recused himself from the Public Hearing.

Chair Welk-Valdez opened the public hearing for approval of a Variance of two feet to the maximum fence height in the A-1 Agricultural Zoning District to allow an eight-foot fence as applied by Matthew C. Soper and I-Chu (Sarah) Wang.

For full Staff Report, please see the Planning Commission Packet



Staff Report and Recommendations

Joe Gillman, Community Development Manager, reviewed the staff report with the Planning Commission.

Commissioner White questioned the properties lower elevation and the process of changing the code to allow an eight-foot fence.

Manager Gillman explained the presence of the lower elevation and the reasons behind the maximum six-foot fence.

There was discussion on wind load, type of fence and the required building permit and review.

Applicant Presentation

Matt Soper, 10 Hartig Dr, explained the reasons behind the requested variance being privacy and to protect the property from the deer population.

The applicant distributed packets to Commissioners which have been entered into the record. There was discussion on the type of fence, the change in grade, the quality of fence and the line of sight. There was further discussion on setbacks. Manager Gillman stated the fence design will be per city standards and setback requirements.

No Public Comment

Public Hearing Closed by Chair Welk-Valdez

Planning Commission Discussion and Decision

Commissioner Bowers voiced concern about safety but that has been addressed.

Commissioner White voiced concern about establishing a precedent and how it may affect the look of Hartig Dr.

Chair Welk-Valdez stated she is dismissing the privacy aspect but concerned with esthetic and setting a precedent.

Commissioner Romero voiced safety concerns at the intersection and wind load.

A motion was made by Commissioner White, seconded by Chair Welk-Valdez to recommend approval of a variance to allow an eight-foot fence only along Hartig Dr. All voted yes. Motion passed.



E. PUBLIC MEETING - JUSTIN WET FLOODPROOFING VARIANCE

Chair Welk-Valdez opened the public meeting for approval of a variance from provisions in Chapter 15.56 of the Municipal Code, Flood Damage Prevention, to allow wet floodproofing for a 975-square-foot enclosed portion of a detached accessory structure used for vehicle parking and storage.

For full Staff Report, please see the Planning Commission Packet

Staff Report and Recommendations

Raini Ott, Contract Planner, reviewed the staff report with the Planning Commission.

There was question on the definition of exceptional hardship and how the storage of hazardous materials is enforced. Discussion was made on the option of a condition on the deed and reviewing it with the City Attorney.

Applicant Presentation

Kevin Justin, 1551 G96 Lane, commented on the excellent job the staff did on discussing flood vents and explained the hardship of raising the garage.

There was discussion on the size of the lot and what is stored inside the garage.

No Public Comment

Public Hearing Closed by Chair Welk-Valdez

Planning Commission Discussion and Decision

There was discussion on the storage of hazardous materials and what classifies as a hazardous material. Comment was made of the issue being the garage is in a floodplain and with FEMA updating the flood insurance rate mapping, there will be more cases. Questions were asked on what a hazardous storage container is relating to quantities and regulations.

A motion was made by Vice-Chair Mathews, seconded by Commissioner Bowers to recommend approval of the Justin Variance to City Council.

Commissioner White suggested a recorded condition on the storage of hazardous materials.



The motion was restated by Vice-Chair Mathews and moved to approve the Justin Floodplain Variance with the condition that hazardous materials are not stored in the structure and that it be recorded with the property. There was clarification on the motion and condition. Motion was seconded by Commissioner White. More discussion was made on state standards. All voted yes, motion passed.

F. COMMISSIONER COMMENTS

Commissioner Bowers commented on the great job the city did with Trick or Treat, that Phase 2 of Main Street is looking great and the ramps on and off the bypass.

Commissioner White discussed the property on Crawford Ave and an update on Mr. Roberts.

Chair Welk-Valdez commented on Main Street.

Vice-Chair Mathews discussed his visit with Mr. Roberts and also commented on the Crawford property.

Commissioner Romero had no comment.

Commissioner Tafoya commented on the great job the city is doing.

G. STAFF COMMENTS

Manager Gillman introduced the City's new Planner, Mike Markus and the purpose of Proposition 123 and upcoming grants. It was stated the City intends to apply for grant funding to automate processes in the Building and Planning Department.

H. ADJOURNMENT

A motion was made by Commissioner White, seconded by Commissioner Tafoya to adjourn the regular Planning Commission meeting. All voted yes. Motion passed. The meeting was adjourned at 7:48 pm with no further action taken.

Lindsay Reed
Planning and Building Technician

To: City of Delta City Council
 From: Joe Gillman, Community Development Manager; Mike Markus, City Planner; and Raini Ott, Contract City Planner
 Date: February 6, 2024
 Subject: Delta Riverwalk Planned Unit Development (PUD) Sketch Plan

Request Summary

The subject request is for approval of a Sketch Plan for a new residential Planned Unit Development (PUD) subdivision to divide four existing parcels totaling approximately 38 acres into three acres for commercial land uses and 154 residential lots, each about 2,500 to 5,800 square feet in area, in addition to extending Gunnison River Drive and providing almost 17 acres of open space (Attachment A). A deviation to the standard road right-of-way and pavement widths is also included as part of the request. The subject properties are addressed as 519 and 595 State Highway 92 (SH 92) and include Assessor Account Nos. R014038, R011636, R023685, and R021579; they are located on the north side of SH 92 east of the terminus of Ute Street (Figure 1). The request is submitted by property owner and developer, Ranch and Farm Resources Management, LLC, and their representative, Ty Johnson, with Kaart Planning (“Applicant”).

Based on review of the Sketch Plan and PUD criteria under Sections 16.04.050(C) and 16.05.050, respectively, it appears the subject request is generally capable of meeting the criteria for approval; however, the Applicant has chosen to delay providing a number of details until Preliminary Plat. Staff and the City of Delta Planning Commission recommend the City Council carefully consider approval of the Delta Riverwalk PUD Sketch Plan.



Figure 1: Aerial of Subject Properties (Outlined in Yellow) and Surrounding Area



Background Information

The Applicant has expressed a desire to roll the Sketch Plan stage of subdivision review into the following stage of Preliminary Plat, combining the two in an effort to reduce total review time. Overall, staff finds that the Delta Riverwalk PUD is capable of meeting the Sketch Plan, and subsequently the Preliminary Plat criteria, but only with a significant amount of work and cooperation from the Applicant to provide more details and to make revisions that fully address outstanding concerns (see Criteria Review section below).

Review Procedure

The review procedure for Sketch Plan is outlined under Section 16.04.050(C) and requires review by the Planning Commission and City Council at regularly scheduled meetings. Sketch Plan for a PUD subdivision, which proposes significant material deviations from the standard requirements, is also reviewed pursuant to Section 16.05.050. Use these links to view [Chapter 16.04, Subdivisions](#) and [Chapter 16.05, Planned Unit Development](#), in their entirety.

Referral Agency Comments

As part of the review procedure for a Sketch Plan, City departments and divisions, as well as relevant external agencies are provided an opportunity to review and comment on the request. In this case, external referrals were sent to the following: US Fish & Wildlife Service (USFWS); US Army Corps of Engineers (USACE); US Postal Service (USPS); Colorado Department of Transportation (CDOT); Colorado Parks & Wildlife (CPW); Colorado Water Conservation Board (CWCB); Union Pacific Railroad (UPRR); Black Hills Energy; Bona Fide Ditch; Delta County School District; Delta County, including the Sheriff's Office – Emergency Management (OEM), Planning and Community Development Department (PCD), Geographic Information Systems Department (GIS), and Health Department – Environmental Health Services (EH); and Delta County Fire Protection District #1 (FPD).

Copies of all responses received are provided in the Planning Commission packets from the [December 4, 2023](#), and [January 8, 2024](#), meetings. Responses received with comments of significance are summarized below.

- **CWCB, Delta County OEM, and City Police Department:** Expressed concerns regarding new residential development within the 1% annual chance floodplain (Zone AE).
- **Bona Fide Ditch:** The development must not interfere with existing ditch infrastructure and fencing must be installed for safety wherever there is public access along the open canal.
- **City Engineer and City Fire Official:** There are concerns about adequate access for emergency vehicles and City services throughout the development with the requested deviation to street width. No response was received from the FPD.
- **CDOT:** The development must conform to the Access Control Plan and generally does as revised. In addition, a traffic study and Access Permits will be required.
- **UPRR:** Must apply for a new crossing agreement to alter or upgrade the existing private industry crossing.
- **CPW:** No concerns at this time with the quarter-mile buffer provided around the active osprey nest.
- **USACE:** The plan should delineate aquatic resources and evaluate a range of alternatives that avoid and minimize impacts to wetlands, streams, or other waters of the US. Unavoidable losses resulting from the project may require mitigation plans.





Public Notice & Comments

Public notice of the City Council meeting for Sketch Plan review is required to be posted on the subject properties at least seven days prior the preceding Planning Commission meeting. For the subject request, the public notice sign was posted as of November 22, 2023. In addition, notice was provided as an agenda item for the February 6, 2024, City Council meeting.

All public noticing requirements have been met for the subject request. As of publication of this staff report, zero public comments were received.

Criteria Review

Per Section 16.05.050(A), review of a PUD follows the typical subdivision procedure, starting with Sketch Plan review pursuant to Section 16.04.050(C). Additional criteria under Section 16.05.050 also applies to PUDs and must be met for approval of such a Sketch Plan request. Overall, staff finds that the request is capable of meeting the review criteria under Sections 16.04.050(C) and 16.05.050, but only if more detailed information is provided and revisions are made to fully address outstanding concerns. A complete analysis of the review criteria is provided in the [December 4, 2023, Planning Commission packet](#).

16.04.050(C)(1): Minimum Sketch Plan Criteria

A Sketch Plan is reviewed considering the following at a minimum: (a) *Conformance with the Comprehensive Plan and zoning regulations;* (b) *Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics;* (c) *Availability of water, means of sewage collection and treatment, access and other utilities and services;* and (d) *Compatibility with the natural and built environments, wildlife, vegetation and unique natural features.*

The layout and planned uses within the PUD Sketch Plan generally conform to the goals and policies of the Comprehensive Plan, which identifies an extension of Gunnison River Drive, encourages a diversity of housing types, and contemplates a mix of commercial, high density residential, and open space uses on the subject properties in the future. The plan is also in general conformance with the zoning regulations, and existing utilities and services are available and can be improved and extended to provide adequate capacities for the proposed development. However, the PUD Sketch Plan does not fully address access concerns or appropriately consider all current site conditions and potential hazards and, as a result, it is unclear if the plan will be compatible with the natural and built environments.

There are significant concerns regarding residential development within the floodplain and about internal traffic circulation for emergency vehicles and other services with the reduced right-of-way and pavement widths requested by the Applicant. Beyond the threat of flood damage, there are concerns about how stormwater runoff will be accommodated among the densely packed units as well as the financial burdens posed by mandatory insurance requirements and strict federal, state, and local standards for construction in the floodplain. At Preliminary Plat, the Applicant must submit detailed engineering drawings to demonstrate how these outstanding issues will be addressed.





16.05.050(A): PUD Criteria

The criteria for PUDs , in summary, consists of: Identifying anticipated land uses and the types, sizes, and locations of existing and future development (criteria 1, 3, and 5); providing landscaping and reservation of common open space areas (2 and 6); providing for appropriate traffic circulation and off-street parking and loading (4); describing the overall character and objectives for the development (8); and providing other details about the development plan.

The Sketch Plan and supporting materials identify the PUD as containing 16.73 acres of public or private open space, 154 approximately 2,500- to 5,800-square-foot lots for single-family attached and detached units, and about three acres of commercial land uses consistent with the B-3 Zoning District along SH 92. No details were provided about which specific commercial uses would be allowed, and B-3 allows a wide variety, including retail, residential, and light industrial. In addition, landscape buffers are provided on the east and west boundaries to help separate proposed residential uses from existing commercial and industrial uses. Existing structures are to be removed and the typical lot layout provided by the Applicant shows how each unit and required on-site parking will be accommodated. However, the outstanding concerns described under the Minimum Sketch Plan Criteria above must be addressed during Preliminary Plat review.

Planning Commission Review

December 2023 Meeting

At the meeting on December 4, 2023, the City of Delta Planning Commission heard presentations from City staff and the Applicant, offered an opportunity for public comment (none was provided), then, following some Planning Commissioner comments, decided to table the request to continue discussion at the January 8, 2024, meeting. (Use this link to the [December 4, 2023, staff report packet](#) to review the previously presented application materials, referral comments, and staff analysis and recommendation.) The Commission requested that the Applicant provide an updated plan responsive to their feedback on the proposal, including addressing: emergency access and parking concerns in relation the requested deviation to street width; questions about the adequacy of the small lot sizes proposed; concerns about current and future potential flood risk; lack of parks and open space interior to the dense development; and providing for commercial uses and more buffering along the highway and railroad.

January 2024 Meeting

At the Planning Commission meeting on January 8, 2024, the Applicant provided an updated plan proposing commercial land uses consistent with the B-3 Zoning District along the highway where open space was previously shown. The Commission asked questions and provided an opportunity for public comment on the updated plan, but no members of the public spoke. Then the Commission discussed the request and noted concerns regarding the ownership and maintenance of open space, density interior to the development, and on-street parking.

A motion was made and seconded to adopt City of Delta Planning Commission Resolution #1, 2024 recommending conditional approval of the request to City Council (Attachment B). The motion passed with a vote of four members in favor and two members against; one member was absent. Additional information is provided in the staff report and attachments thereto from the [January 8, 2024, Planning Commission meeting](#).





Recommendation

Staff and the City of Delta Planning Commission recommend that the City Council carefully consider approval of the Sketch Plan request, subject to the conditions set forth in City of Delta Planning Commission Resolution #1, 2024:

1. Applicant should maintain ownership and responsibility for the open space in lieu of dedication to the City;
2. Break up the density interior to the development with other land uses; and
3. Include an alternative parking proposal for the plan that removes on-street parking in favor of dispersed parking areas.

Attachments

A – Updated Application Materials

B – City of Delta Planning Commission Resolution #1, 2024





DEVELOPMENT & LAND USE APPLICATION

Subdivision	Fee	X	Land Use	Fee	X	Other	Fee	X
Boundary Line Adjustment	\$250		Cond Use/Change in Non-Conf. Use	\$200		Fire Hydrant	Time and materials	
Lot Split	\$250		Variance	\$200		Parks (PILP)	\$1203/add'l lot	
Minor Sub	\$250		Amdmt/Add Zoning Map	\$300		Recording fees	Actual cost	
Replat/Plat Amendment	\$250		Travel/Mobile Home Park Development	\$250+ \$10/space		Temporary Use	No fee	
Sketch Plan	\$250	X	Travel/Mobile Home Park License, new owner	\$10/space		Other		
Preliminary Plat	\$500+ \$20/lot							
Final Plat	\$250		Acknowledgement of Fees Form Signed?	Yes	No			
Annex/Disconnect	\$250							

Project Name:	Delta Riverwalk	Application Date:	
Site Location:	NE of 92 & 50	Current Land Use:	Vacant
Assessor Parcel #:	345713100038; 345713100054	Current Zoning:	B-3
Proposed # of Lots:	178	Size – Acres/Sq Ft:	38
Project Description:	See project narrative for a detailed description of the project.		

	Property Owner	Developer	Representative
Name	Ranch and Farm Resources Management LLC		Kaart
Address	6604 Forest Creek Rd.		734 Main St.
City/State/Zip	Dallas, TX 75230		Grand Junction, CO 81501
Phone			970-241-0745
Fax			
E-mail			ty.johnson@kaart.com
Signature	nationsgaspartners@gmail.com		
Date			9/22/2023

It is the applicant's responsibility to provide complete submittals, meet all deadlines, and monitor the progress of the application. Refer to the appropriate checklist for submittal requirements. By signing above, the applicant petitions the City for the requested review, certifies that the information provided is correct to the best of his/her knowledge, and agrees to allow City Staff to enter the project site.



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<https://kaat.com>

**Delta Riverwalk
PUD Sketch Plan
Project Narrative**

Project Description

The project site consists of four (4) separate parcels that combined are approximately 38 acres in size. The current concept and layout for the sketch plan includes 154 residential lots (4 du/ac). Land will be dedicated to the City for a recreation trail and open space along the northern, southern, eastern, and western boundaries of the development.

Phasing

The development will be built in multiple phases. It is currently not determined how many phases the project will be built in and this largely depends on what the market can bear. However, the first phase of the project will consist of no more than 30 residential lots. This will allow the developer to prove the concept and it will also allow the design team time to obtain necessary access permits with CDOT and the railroad which are needed to permit a required secondary access.

Utilities

The project will be served by all required utilities. An analysis of surrounding utilities has revealed existing water and sewer lines in Ute St. and an existing lift station with a depth of approximately 22' located at the NW corner of 650 N Main St. Sewer will be extended from Ute St. to serve the development and will gravity feed to the existing lift station. There is currently an 8" stub off the lift station to the east that was previously installed to serve future development that this development will connect to. The existing water line in Ute St. will be extended to serve the development and will loop to the existing water line in HWY 50, near the lift station. The water line may also loop into the future water line in HWY 92 that is currently planned by the City. The developer has an existing utility easement for his benefit located across 650 N Main St. which will allow water and sewer connections to the west.

Access and Connectivity

Access has been provided on the sketch plan based on CDOTs access control plan for HWY 50 and HWY 92. Access to the development is provided by Ute St. to the west and HWY 92 to the south. The development plans to dedicate ROW for future build of Gunnison River Dr. on 650 N Main St. CDOT and the railroad have both been engaged to initiate the process to obtain an access permit for the development.



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Open Space

Approximately 19.76 acres will be set aside for open space, which accounts for 52% of the overall project site. This will likely be a combination of dedicated land to the City for the use of a recreation trail and privately developed open space. Any privately developed open space would be owned and maintained by the HOA. Open space is currently designated along the western and northern boundaries of the development, serving as a buffer between residential development, the river, and neighboring property.

Proposed Land Uses

Proposed land uses for the development are limited to single-family residential - both detached and attached. Currently, single-family detached residential housing is planned for the majority of the development. The homes are planned to be 1,200 sq. ft. with 2 bedrooms and 2.5 bathrooms. This is subject to change depending on market conditions. Listed below are proposed dimensional standards for the development.

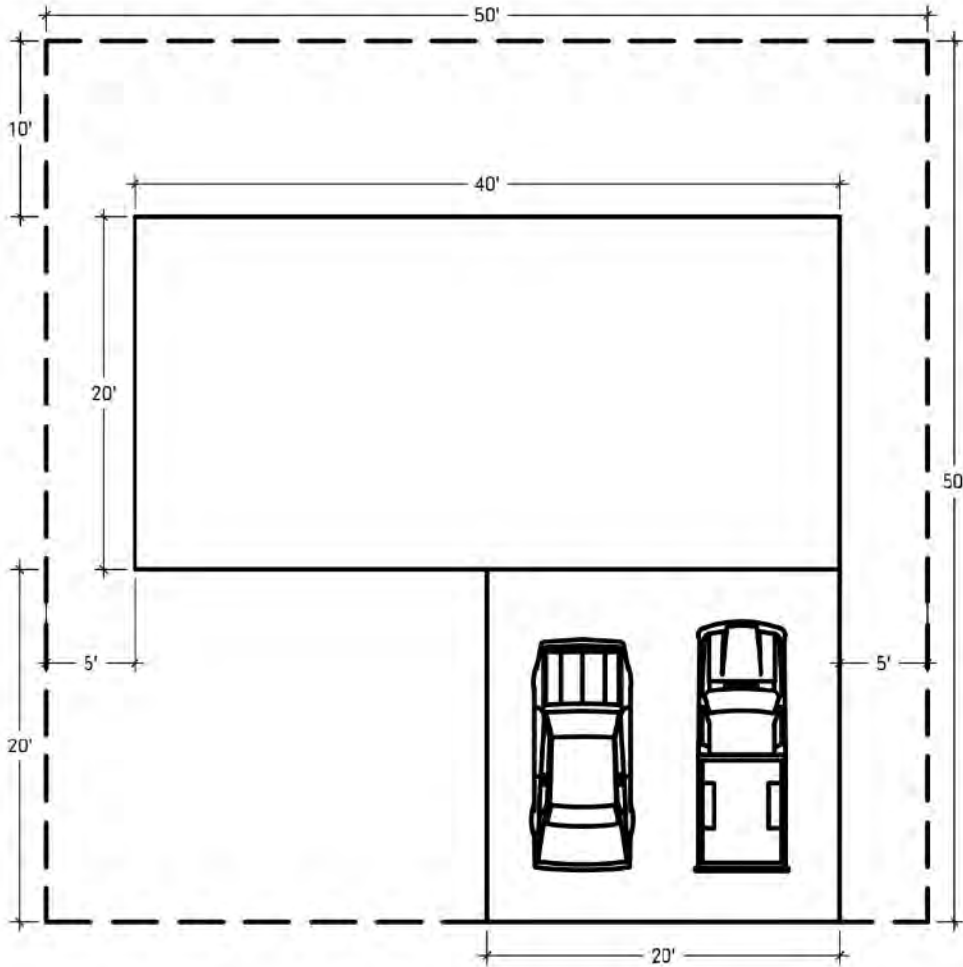
- Minimum Lot Size: 2,500 sq. ft.
- Maximum height: 30 feet
- Minimum Setbacks
 - Front: 20 feet
 - Side: 5 feet
 - Rear: 10 feet

All lots will have 2 off-street parking spaces. Below is an exhibit that displays a standard lot with a draft home footprint

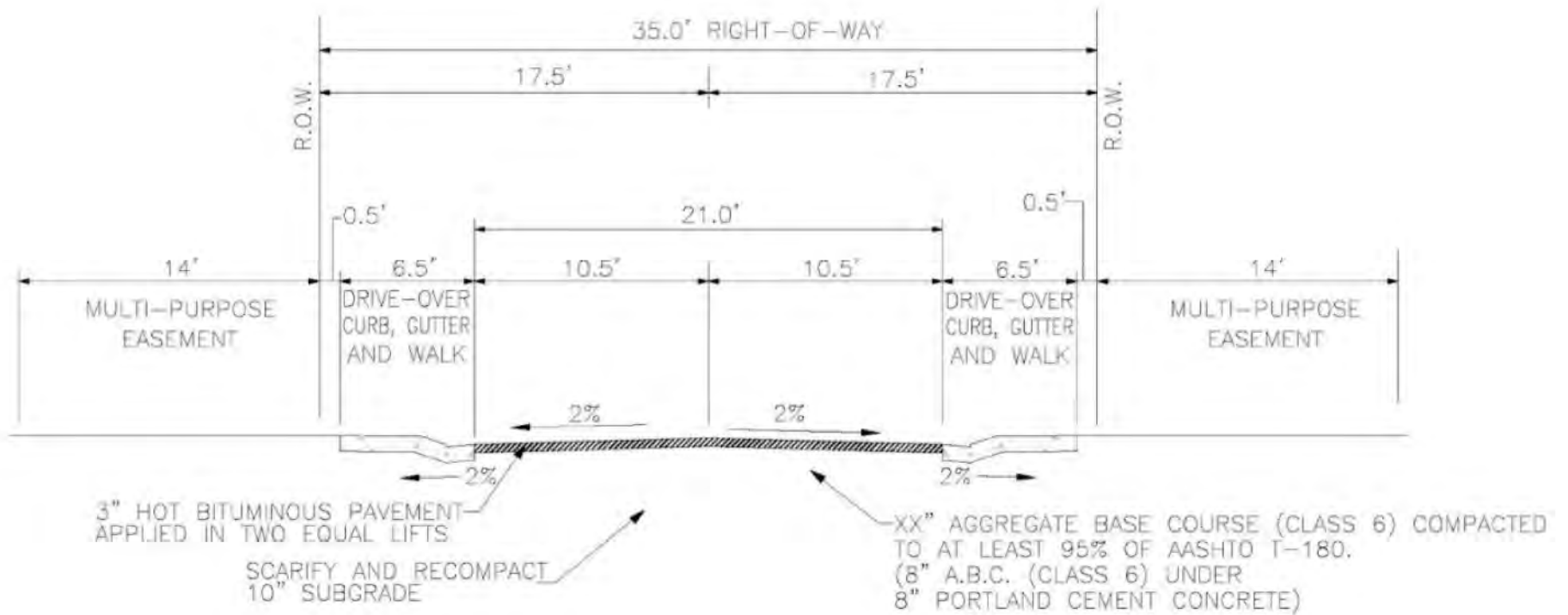


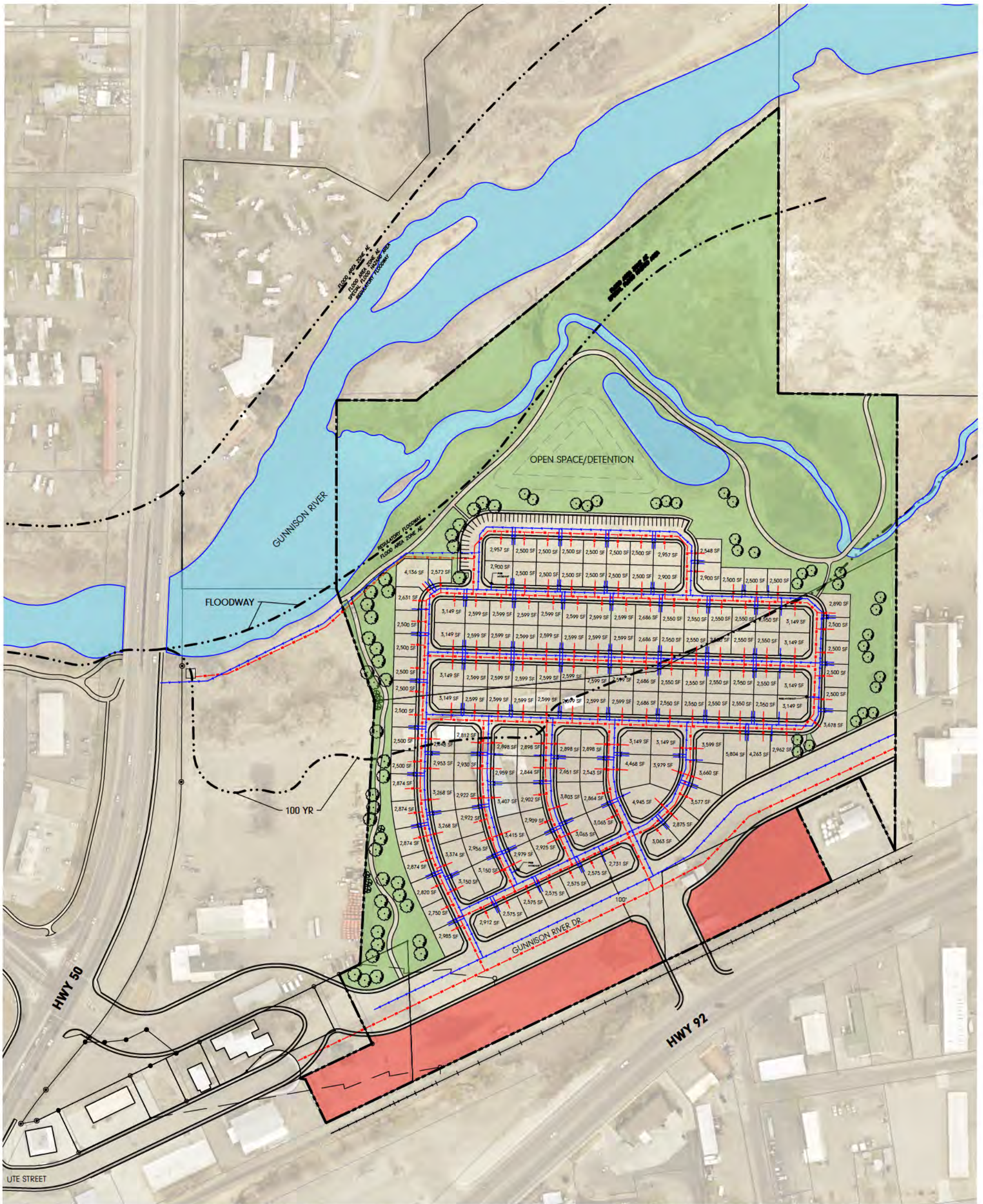
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Typical Lot Layout

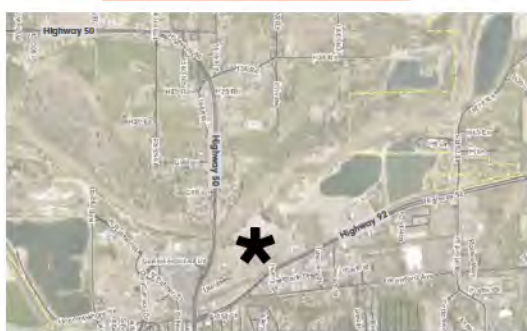


SETBACKS
FRONT - 20'
SIDE - 5'
REAR - 10'





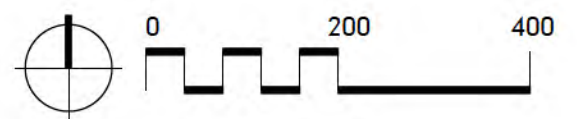
VICINITY MAP



LEGEND

- ss — ss — PROPOSED SANITARY SEWER
- v — v — PROPOSED WATER
- PROPOSED FIRE HYDRANT
- B-3 ZONING

- NOTES:
 1. TOTAL RESIDENTIAL LOTS = 154
 2. OPEN SPACE = 16.73 ACRES



**CITY OF DELTA PLANNING COMMISSION
RESOLUTION # 1, 2024**

**A RESOLUTION OF THE DELTA PLANNING COMMISSION
RECOMMENDING CONDITIONAL APPROVAL OF THE SKETCH PLAN FOR
DELTA RIVERWALK PLANNED UNIT DEVELOPMENT**

WHEREAS, on September 25, 2023, Ranch and Farm Resources Management, LLC (“Applicant”) submitted an Application for Sketch Plan review of Delta Riverwalk Planned Unit Development; and

WHEREAS, Sections 16.05.050(A) and 16.04.050(C) of the Delta Municipal Code (“Code”) govern sketch plan review of planned unit developments (PUD); and

WHEREAS, pursuant to Delta Municipal Code Section 16.04.050(C)(4)(d), the Planning Commission held a public meeting on December 4, 2023, to review the Sketch Plan, following which the Planning Commission tabled consideration of the plan to a later meeting to allow the Applicant to respond to comments by the Commission; and

WHEREAS, the Applicant submitted an updated Sketch Plan that the Planning Commission reviewed at a public meeting held on January 8, 2024; and

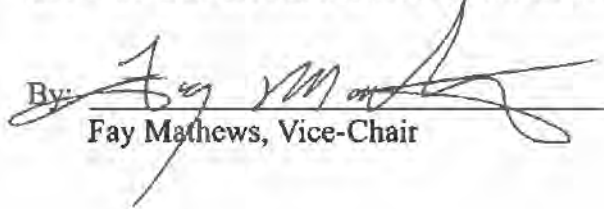
WHEREAS, the Planning Commission finds that the Applicant has satisfied all required submittals for sketch plan review, and, subject to conditions, the updated Sketch Plan meets the requirements of the Delta Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE DELTA PLANNING COMMISSION AS FOLLOWS:

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the Planning Commission.
2. Recommendation. The Planning Commission recommends City Council to approve the Sketch Plan for the Delta Riverwalk PUD subject to the following conditions:
 - A. Applicant should maintain ownership and responsibility for the open space in lieu of dedication to the City;
 - B. Break-up the density interior to the development with other land uses; and
 - C. Include an alternative parking proposal for the plan that removes on-street parking in favor of dispersed parking areas.

THIS RESOLUTION #1, 2024 was adopted by the City of Delta Planning Commission on the 8th day of January, 2024.

CITY OF DELTA PLANNING COMMISSION

By: 
Fay Mathews, Vice-Chair

ATTEST:


Lindsay Anne Reed



Date: February 6, 2024
To: Mayor, City Council
From: Rod Myers, Fleet/Facilities Manager
Cc: Elyse Ackerman-Casselberry, City Manager
Subject: Consideration of Purchase for 2024 Budgeted Equipment & Vehicles

Recommendation:

Staff is recommending the purchase of the 2024 budgeted equipment & vehicles and one non-budgeted vehicle due to the vehicle being totaled in a vehicle accident. See attached spreadsheet for bid results and staff recommendations on purchases.

Background:

Due to supply chain issues the replacement of the fleet has fallen behind .The list of equipment and vehicles is quite large. The delivery times on vehicles still vary from 2-12 months depending on the type of equipment or vehicle. The included spreadsheet has the information on the proposed fleet replacement. Listed below are staff recommendations on equipment and vehicle purchasing. Recommendations on what vendor to use is based on whether they are a local authorized vendor or a non-local authorized vendor that will supply parts, service and support in a reasonable amount of time. Extended warranties are an option and are included in the prices below.

Vehicles

- (1) 3/4 ton 4x4 Crewcab pickup. Hellman Motors of Delta (Ford)-\$51,000.00+\$3985.00=\$54,985.00. Budget \$53,000.00.
- (3) 3/4 ton 4x4 pickup. Hellman Motors of Delta (Ford) - \$47,000.00 ea + \$3985.00 = \$50,985.00 ea. Total \$ 152,955.00. Budget \$50,000.00 ea. for a total \$150,000.00
- (1)1 ton 4x4 pickup Hellman Motors of Delta (Ford)- \$48,500 ea. +\$3985.00= \$52,485.00 +\$9,000.00 snowplow =\$61,485.00.Budget \$ 62,000.00.
- (1)1 ton 4x4 pickup Hellman Motors of Delta (Ford) - \$48,500 ea. +\$3985.00= \$52,485.00. Not budgeted (vehicle accident replacement. Approximate \$20,000.00 settlement from insurance)
- (1)1 ½ ton 4x4 Cab & Chassis Truck Hellman Motors of Delta (Ford)-. (1)Truck cost & 54,500.00 +\$3985.00= \$58485.00+ \$14,000.00 contractor bed =\$71,485.00.Budgeted \$74,000.00
- (1) 15 Passenger van Hellman Motors of Delta (Ford) -\$57,000.00+3985.00 \$60,985.00. Budgeted \$55,000.00.



Patrol Sedan- only one bid was received and it was from a vendor in Colorado Springs that appeared to be a broker and is not an authorized dealer for the vehicle that was bid on. Staff's recommendation would be to rebid the patrol units when pricing opens back up in June or July or search through the Colorado state bid to see if there are any available.

Equipment

- (1) Utility tractor- Western Implement of Montrose (Kubota)- \$33,051.76
- (1) Pull behind rough mower- Colorado Golf & Turf of Littleton Co (Lastec) - \$28,899.99. \$80,000.00 was budgeted for a designated rough mower at the golf course. Staff went with a multi-use direction where the tractor can be utilized for different uses. The total for the mower/tractor combo -\$61,951.75
- (1)200 gallon sprayer Potestio Brothers of Parker Co (John Deere) - \$22,382.76 - Budget-\$88,000.00 (purchased a good used power unit for \$17,150.00 in 2023. Total for sprayer power unit and sprayer \$39,532.76.

Cost to City:

The cost to the City would be

Vehicles: \$455,380.00

Equipment: \$84,334.51

Action to be taken if approved:

If approved staff would submit the proper paperwork for signatures to the City Manager and Finance Department and then order the equipment and vehicles.

**CITY OF DELTA, COLORADO
ORDINANCE NO. 1, 2024**

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING CHAPTER 8.24 OF THE DELTA MUNICIPAL CODE
DECLARING GAMBLING AS A PUBLIC NUISANCE

WHEREAS, the City of Delta (“City”) is a home rule municipality duly organized and existing under Article XX of the Colorado Constitution and the Delta Home Rule Charter (“Charter”); and

WHEREAS, pursuant to C.R.S. § 31-15-401(c), the City has the power and authority to declare what is a nuisance, to abate the same, and to impose fines upon parties who may create or continue nuisances or suffer nuisances to exist; and

WHEREAS, pursuant to C.R.S. § 31-15-401(o), the City has the power and authority to enact and enforce ordinances prohibiting gambling and the use of any gambling device; and

WHEREAS, pursuant to C.R.S. § 16-13-303, the Colorado Legislature has declared that every building or part of a building, every vehicle, and any real property shall be deemed a class 1 public nuisance when, among other things, it is used or designed and intended to be used as gambling premises or as a place where any gambling device or gambling record is kept, as those terms are defined by statute; and

WHEREAS, the City Council has previously enacted Chapter 8.24 of the Delta Municipal Code to declare certain activities and circumstances as nuisances and providing for the prohibition and abatement of nuisances; and

WHEREAS, based on reports and information provided by the Delta Police Department concerning the proliferation of illegal gambling devices being operated within the City of Delta, the City Council finds and determines that illegal gambling and gambling devices should be deemed public nuisances subject to regulation under Chapter 8.24 in addition to existing state laws; and

WHEREAS, the City Council determines that it is in the best interests of the public health and safety of the citizens of Delta to amend the Delta Municipal Code as set forth below.

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

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the City Council.
2. Gambling Declared a Public Nuisance. Section 8.24.010 of the Delta Municipal Code is hereby amended by the addition of a new Section 8.24.010(B)(10) as follows:

10. Professional gambling, operation of a gambling premises, keeping of a gambling record, and keeping, operation or use of a gambling device, all as defined in C.R.S. § 18-10-102 as now existing or as may be hereafter amended.

3. Effective Date. This Ordinance shall become effective thirty (30) days after final passage and publication pursuant to Section 19(c) of the Charter.

INTRODUCED on _____, 2024, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

INTRODUCED a second time at a meeting of the City Council on _____, 2024, read by title and number, passed, approved, and ordered published as required by the Charter.

CITY OF DELTA, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF DELTA AND
CHAMBER OF COMMERCE FOR ACCESS TO BUSINESS SERVICES,
COWORKING, AND MAKERSPACE**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of the _____ day of _____, 2024 (“Effective Date”), by and between the City of Delta, Colorado, a municipal (hereafter the “City”), and the Delta Area Chamber of Commerce (hereafter the “Chamber”).

Statement of Intent

It is the intent of both parties, the Chamber and the City, to work together to support existing and new businesses within the City of Delta and surrounding area. To foster a strengthened partnership between the parties, the Delta Library Innovation Workspace (DLIW), owned by the City, will be jointly programmed to serve as a central hub for business support services and business activity within Delta. The Chamber and the City will work together to foster a strengthened entrepreneurial ecosystem for existing businesses and new businesses focused on providing business support services to help businesses succeed.

Memorandum of Understanding

In consideration of the premises and mutual covenants contained in this MOU, the parties to this MOU agree as follows:

Section 1. Chamber Commitments

1. The Chamber will relocate its office to the Delta Library Innovation Workspace (DLIW) and become a member of the DLIW as a Dedicated Desk Member subject to the monthly membership fee (2024 fee is \$299/month).
2. As a Dedicated Desk Member, the Chamber will have:
 - a. A desk located within the coworking space at DLIW dedicated solely to Chamber staff
 - b. Internet, breakroom, utilities, and public restroom facilities
 - c. Full access to coworking resources
 - d. Full access to the makerspace resources
 - e. Full access to all conference and meeting rooms at no additional charge

3. The Chamber will be responsible for providing and maintaining a copy machine, which will be accessible to all users of the DLIW.
4. The Chamber will coordinate with DLIW staff to develop programming, training, and events that increase utilization of DLIW by their membership, such as but not limited, to Business after Hours, Women in Business, Lunch N Learns focused on DLIW resources (Media/marketing, workforce skill development, business data resources, etc).
5. The Chamber will develop a brochure for Chamber members that describes and outlines benefits to joint Chamber and DLIW membership.
6. The Chamber will co-brand and co-market all DLIW and Chamber business services and programs.
7. The Chamber will keep the information and tourism kiosk located in the main entrance to the building fully stocked.
8. The Chamber will provide quarterly updates on membership base to cross coordinate with discount.

Section 2. City Commitments

1. The City will guarantee a desk space within DLIW for Chamber Staff.
2. The City will provide discount coworking and makerspace membership for all Chamber members by 50% for fiscal year 2024 and 30% thereafter, except for private office rental. See Exhibit A for DLIW membership rates.
3. The City will provide all paper and ink for the copy machine.
4. The City will co-brand and co-market all DLIW and Chamber services and programs.

Section 3. Term and Termination

1. The MOU will commence upon the Effective Date and continue unless terminated by either party or for non-payment of the membership fee. This MOU is intended to be a living document and may be amended at any time upon mutual written agreement, signed by the parties. The City and Chamber agree to review this MOU at least annually.
2. This MOU may be terminated by either party with thirty (30) days' advanced written notice provided to the other party.
3. The City Manager and Chamber Director will meet as often as is necessary for the successful implementation of this MOU.

Section 4. Miscellaneous

1. This MOU may not be assigned by any party hereto.
2. No provision of this MOU shall be construed or interpreted: i) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal years direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by City to or in aid of any person, company or corporation under applicable law.
3. Nothing herein shall be construed as a waiver, or partial waiver, by the City of any portion of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed in duplicate by their respective officers as of the Effective Date, each party hereto retaining an executed copy hereof.

CITY OF DELTA, COLORADO

By: _____
Kevin Carlson, Mayor

DELTA AREA CHAMBER OF COMMERCE

By: _____
Mariah Emond, President



Date: January 31, 2024 Council Meeting
To: City Council
From: Adam Suppes, Electric Department Manager
Cc: Elyse Casselberry, City Manager
Subject: Discussion regarding request to install cellular site near Mountain View Ball Fields.

Overview

Staff was contacted about the need and possibility of leasing out a piece of land to install a cellular site on the north end of the Mountain View Ball Fields. Verizon carrier slated this location due to the lack of service in the area and the elevation of the site. There are pockets on Garnet Mesa with little to no LTE service available.

During initial site review and code review, it was concluded the best option would be to change out one of the old wood light poles with the field lights on it and extend the pole 20 feet.

The poles there are aged and will be in need of replacement in the near future. The company would replace the pole and attach our lights to that structure then add the cellular equipment above the lights. This will also require a small portion of ground for other equipment.

The term of proposed lease is a minimum of 5 years that would automatically extend unless agreed to terminate.

Cost to City: There is no cost to the City the proposal included an annual rent payment to the City of \$14,400. We would have the option to upgrade the lighting on the pole being replaced.

Recommendation: Staff recommends Council move to direct Staff to review the plans for building cellular site and approve the City Attorney to review the lease agreement.

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Tock & Corl, PLLC
Attn: S. Ward
17502 Marine Drive
Stanwood, WA 98292

Space above this line is for Recorder's use.

Memorandum of Land Lease Agreement

Grantor: City of Delta

Grantee: CommNet Cellular Inc. d/b/a Verizon Wireless

Legal Description: Portions of Sections 19 and 20, T15S, R95W of 6th
P.M., County of Delta, State of Colorado
Official legal description attached as Exhibit "A"

Assessor's Tax Parcel ID#: 345519400001

Reference # (if applicable): N/A

MEMORANDUM OF LAND LEASE AGREEMENT

("Lessor") and CommNet Cellular Inc. d/b/a Verizon Wireless ("Lessee"), for certain real property located at 1718 F 25 Road, City and County of Delta, State of Colorado 81416, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Agreement, which term is subject to Lessee's rights to extend the term of the Agreement as provided in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Land Lease Agreement as of the day and year last below written.

LESSOR: City of Delta

By: _____

Name: _____

Title: _____

Date: _____

LESSEE: CommNet Cellular Inc. d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A" – Legal Description

LESSOR ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 202__, before me, a Notary Public in and for the State of _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the _____ of the City of Delta, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____,
residing at _____
My appointment expires _____
Print Name _____

LESSEE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, _____ of CommNet Cellular Inc. d/b/a Verizon Wireless, a Colorado corporation, on behalf of the corporation.

Notary Public
Print Name: _____

Notary Seal

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Situate, lying and being in the County of Delta and State of Colorado, to-wit:

Situated in the East half of Section Nineteen (19) Township fifteen (15) South, of Range Ninety five (95), west of the 6th principal Meridian, and being more particularly described as follows, towit: Beginning at a point on the subdivision line four hundred (400) feet West of the quarter section corner between sections nineteen (19), and twenty (20) Township fifteen (15) South of range Ninety five (95) West of the Sixth Principal Meridian, thence as follows, West on subdivision line two hundred (200) feet: thence South four hundred thirty five and six tenths (435.06) thence east two hundred (200) feet; thence north to place of beginning, four hundred thirty five and six tenths (435.6) feet: containing an area of two (2) acres and being part of the Northeast quarter (NE1/4) of the southeast quarter (SE1/4) of said section nineteen (19) also sufficient right of way on the west side thereof to operate and maintain pipeline, intake, sluice and over flow pipes to the Garnet Ditch.

Situate, lying and being in the County of Delta and State of Colorado, to-wit: .ma The right of way for pipe line and connections thereto, and the right to operate and maintain said pipe line and connections, said pipe line to be laid along the following course towit; Beginning at apoint on west line of Lot two (2) SectionNineteen (19) Township Fifteen 1 (15) South Range Ninety-five (95) west of the 6th P. M. being west line of Delta Townsite and 794-feet-south of N.W. corner of said Lot Two (2) thence East on 9th (ninth) Street and itsprolongation to East line of S. W.1/4 of the NE1/4 said Section Nineteen (19) to a point 794 feet South of NE corner of said last named subdivision, thence South to a point Fifty-one (51) feet South of NW corner of NE1/4 of SE1/4 said Section Nineteen (19) Thence East between and parallel to apple tree rows six hundred (600) feet more or less to center of Garnet Ditch.

Part of East Half of Southeast Quarter (E1/2 SE1/4) of Section Nineteen (19) and Part of Northwest Quarter of southwest Quarter (NW1/4 SW1/4) of Section Twenty (20) all in Township Fifteen (15) South of Range Ninety-Five (95) West of Sixth Principal Meridian, containing 57 1/2 Acres. situated in the County of Delta and State of Colorado.

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is made by and between the City of Delta, with its principal offices located at [REDACTED] ("LESSOR") and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** LESSOR hereby grants to LESSEE the right to install, maintain, replace, add and operate communications equipment ("Use") upon a portion of that real property owned, leased or controlled by LESSOR located at 1718 F 25 Road, City and County of Delta, State of Colorado 81416 APN 345519400001 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" is approximately [REDACTED] square feet, and is shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month after LESSEE begins installation of LESSEE's communications equipment on the Premises (the "Commencement Date") and will be acknowledged by the Parties in writing, including electronic mail.

3. **EXTENSIONS.** The initial term of this Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE gives LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the then current extension term. The initial term and any extension terms shall be collectively referred to herein as the "Term."

4. **RENTAL.**

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$14,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at [REDACTED] [ADDRESS] or to such other person, firm, or place as LESSOR may, from time to time, designate **[IF THE W-9 DOES NOT MATCH THE LESSOR'S NAME OR THAT OF THE LESSEE'S DESIGNEE THEN WE WILL BE UNABLE TO PAY RENT – IT MUST MATCH EXACTLY]** in writing at least 30 days in advance of any rental payment due date by notice given in accordance with Paragraph 19 below. The initial rental payment shall be delivered by LESSEE no later than 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) LESSEE's payment direction form, and (iv) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the

requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. The annual rental for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be equal to 102% of the annual rental payable with respect to the immediately preceding year.

5. ACCESS/UTILITIES. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a [REDACTED] foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services as deemed necessary or appropriate by LESSEE for the operation of its communications equipment. In the event it is necessary, LESSOR agrees to grant LESSEE or the service provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. In the event of any power interruption at the Premises, LESSEE shall be permitted to install, maintain and/or provide access to and use of a temporary power source to be located on the Property, including related equipment and appurtenances, such as conduits connecting the temporary power source to the Premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Property is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS; NEW POLE CONSTRUCTION. The communications equipment including, without limitation, antennas, conduits, fencing and other screening, and other improvements, shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add to, or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, at no additional cost to LESSEE, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall only be required to obtain LESSOR consent for modifications that increase LESSEE's Premises. LESSOR shall respond in writing to any LESSEE consent request within 30 days of receipt or LESSOR's consent shall be deemed granted, provided, any material modifications to the Premises shall be memorialized by the Parties in writing. LESSOR is not entitled to a rent increase associated with any LESSEE modification unless it is increasing its Premises, in which case, any rent increase shall be proportionate to the additional ground space included in the Premises.

LESSOR currently owns a light pole located within the Premises. LESSEE shall remove the existing light pole at its cost and expense and construct a new light pole (the "New Pole") at the Property, as depicted on Exhibit "B" attached hereto and made a part hereof. The New Pole shall at all times be owned by LESSOR. Prior to commencement of construction of the New Pole, LESSEE shall provide plans for the New Pole for LESSOR's reasonable approval. If LESSOR does not notify LESSEE of its approval or disapproval of such plans within fifteen (15) days of delivery of such plans to LESSOR, and fails to continue to respond within five (5) business days after a second notice from LESSEE that prominently notifies LESSOR that its failure to respond will constitute its approval, LESSOR shall be deemed to have approved

such plans. Following LESSOR's approval of the plans for the New Pole, LESSEE shall proceed with the construction of the New Pole and reinstallation of LESSOR's light bank on the New Pole. Upon completion of construction of the New Pole, LESSEE shall provide LESSOR with seven (7) days in which to inspect the New Pole and note any construction deficiencies or deviations from the plans previously approved by LESSOR. LESSEE shall ensure that the New Pole is fully operational and in structurally sound condition. LESSEE shall repair any damage to the Property or improvements located thereon incurred in connection with the installation of the New Pole or any other LESSEE equipment or facilities. Following completion of construction, LESSOR shall lease to LESSEE the space on the New Pole to install antennas and related radio equipment and appurtenances described in Exhibit "B" attached hereto and made a part hereof. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, LESSOR hereby agrees to allow LESSEE to install any RF frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

- a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party's insurance policy.
- b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 23, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing communications equipment of LESSEE.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Management Center at (800) 264-6620 or to LESSOR at (____) _____, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Within 90 days of the expiration or earlier termination of the Agreement, LESSEE shall remove LESSEE's Communications Equipment (except footings and foundations) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

15. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to

communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 60 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

17. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.

18. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the

market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

19. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 13, or via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Delta

LESSEE: CommNet Cellular Inc.
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attention: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

20. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) and any required consent from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return

for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 21 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

27. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 27, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

28. NON-DISCLOSURE. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

29. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such

offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR: The City of Delta

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: CommNet Cellular Inc. d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

Situate, lying and being in the County of Delta and State of Colorado, to-wit:

Situated in the East half of Section Nineteen (19) Township fifteen (15) South, of Range Ninety five (95), west of the 6th principal Meridian, and being more particularly described as follows, towit: Beginning at a point on the subdivision line four hundred (400) feet West of the quarter section corner between sections nineteen (19), and twenty (20) Township fifteen (15) South of range Ninety five (95) West of the Sixth Principal Meridian, thence as follows, West on subdivision line two hundred (200) feet: thence South four hundred thirty five and six tenths (435.06) thence east two hundred (200) feet; thence north to place of beginning, four hundred thirty five and six tenths (435.6) feet: containing an area of two (2) acres and being part of the Northeast quarter (NE1/4) of the southeast quarter (SE1/4) of said section nineteen (19) also sufficient right of way on the west side thereof to operate and maintain pipeline, intake, sluice and over flow pipes to the Garnet Ditch.

Situate, lying and being in the County of Delta and State of Colorado, to-wit: .ma The right of way for pipe line and connections thereto, and the right to operate and maintain said pipe line and connections, said pipe line to be laid along the following course towit; Beginning at apoint on west line of Lot two (2) SectionNineteen (19) Township Fifteen 1 (15) South Range Ninety-five (95) west of the 6th P. M. being west line of Delta Townsite and 794-feet-south of N.W. corner of said Lot Two (2) thence East on 9th (ninth) Street and itsprolongation to East line of S. W. 1/4 of the NE1/4 said Section Nineteen (19) to a point 794 feet South of NE corner of said last named subdivision, thence South to a point Fifty-one (51) feet South of NW corner of NE1/4 of SE1/4 said Section Nineteen (19) Thence East between and parallel to apple tree rows six hundred (600) feet more or less to center of Garnet Ditch.

Part of East Half of Southeast Quarter (E1/2 SE1/4) of Section Nineteen (19) and Part of Northwest Quarter of southwest Quarter (NW1/4 SW1/4) of Section Twenty (20) all in Township Fifteen (15) South of Range Ninety-Five (95) West of Sixth Principal Meridian, containing 57 1/2 Acres. situated in the County of Delta and State of Colorado.

EXHIBIT "B"
PREMISES DESCRIPTION



10000 PARK MEADOWS DRIVE, SUITE 300
 LOUIS VEGAS, CO 80124-5433
 (303) 694-3234



RETHERRORD ENTERPRISES, INC.
 7093 SILVERPION DRIVE
 EVANSVILLE, IN 47619-8459
 (720) 261-2064

REV	DATE	DESCRIPTION	BY	CHK
A	11/09/23	PRELIMINARY 2D	A.J.Z	A.J.Z
B	12/08/23	REVISED PER CM	A.J.Z	

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON
 OTHER THAN THE DESIGNER OR ARCHITECT
 TO ALTER THIS DOCUMENT.

**SITE NAME
 CO3 EAST DELTA**

1701 F25 RD
 DELTA, CO 81416

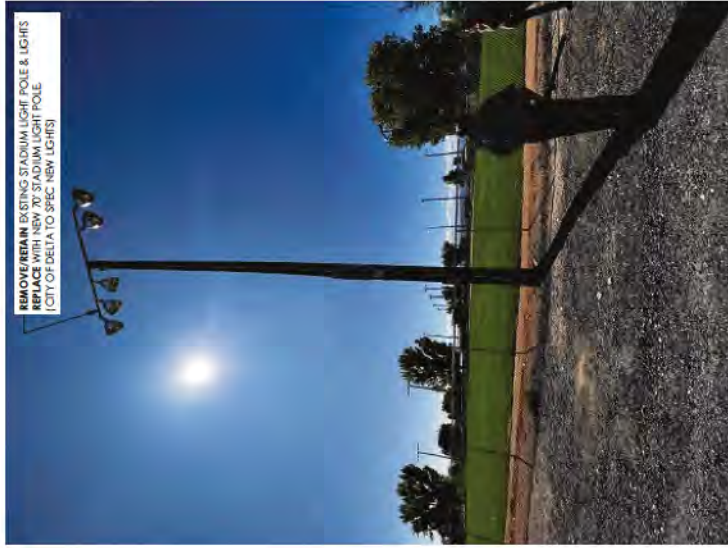
**NEW SITE BUILD
 (L56 INSTALLATION PROJECT)**

**GENERAL NOTES &
 SITE IMAGES**

SHEET TITLE
 G-1
 SHEET NUMBER



2 VIEW OF NEW LEASE AREA (LOOKING WEST)



1 EXISTING STADIUM LIGHT POLE

GENERAL PROJECT NOTES:

- CONTRACTOR IS RESPONSIBLE FOR SELECTING TEMPORARY BARBERIES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARBERIES AND REPAIR ALL DAMAGE TO PROPERTY ON THESE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR'S RESPONSIBILITY.
- ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
- EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
- CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO ENSURE A SITE FREE OF DRAINAGE PROBLEMS.
- CONTRACTOR SHALL MAINTAIN A CONSTRUCTION LAYDOWN AREA WITHIN THE PROPERTY OWNER'S CONSTRUCTION LAYDOWN AREA. THIS AREA SHALL BE FENCED IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE. THE TEMPORARY FENCE SHALL BE CONSTRUCTED OF 4' HIGH CHAIN LINK FABRIC AND 6" TO BE REMOVED AT THE END OF CONSTRUCTION. LAYDOWN AREAS TO BE RESTORED TO ITS ORIGINAL CONDITION AFTER FENCE REMOVAL.
- SURVEY INFORMATION SHOWN WAS OBTAINED FROM RECORD INFORMATION AND DOES NOT REPRESENT ANY FIELD SURVEY. THESE PLANS DO NOT ADDRESS THE SAFETY AND STABILITY OF THE STRUCTURE DURING ASSEMBLY AND DISASSEMBLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ERECTION, BASED ON THE HEIGHT AND METHODS CHOSEN BY THE CONTRACTOR.

GENERAL CONTRACTOR NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK, DENIED OF ANY SUB CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK, EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC. INDICATED IN ALL DOCUMENTS. THE RFP, CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.
- ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.
- CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERBON WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED.
- IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERBON STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE ARCHITECT/ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION. ANY CONFLICT WITH THE ARCHITECT/ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO OFFENSE TO VERBON.
- ALL ANTENNAS MUST BE PM TESTED WITHIN 48 HOURS OF THEM BEING RECEIVED BY THE INSTALLATION CONTRACTOR. THOSE RESULTS MUST BE SENT BACK TO THE VERBON CONSTRUCTION ENGINEER AND EQUIPMENT ENGINEER WITHIN THE SAME 48 HOURS. IF YOU MISS THE 48H TIME LINE AND THE ANTENNAS MUST BE SECURED PROPERLY TO THE VEHICLE OR TRAILER. VERBON WILL PASS ALONG THE COST OF ANY REPAIRS DUE TO DAMAGE OR LOSS WHETHER IT IS NEW OR USED.

ANTENNA MOUNTS & HARDWARE INSTALLATION NOTES:

- CONTRACTOR TO INSTALL ANTENNAS, MOUNTS AND TOWER HARDWARE PER MANUFACTURER'S RECOMMENDATIONS (OR AS REQUIRED BY THE OWNER/PROVIDER).
- ALL BOLTS SHALL BE TIGHTENED PER ASPEC REQUIREMENTS.
- ANY GALVANIZED SURFACE THAT ARE DAMAGED BY ABRASIONS, CUTS, DRILLING OR FIELD WELDING SHALL BE REPAIRED WITH TWO COATS OF COLD GALVANIZING COMPOUND MEETING THE REQUIREMENTS OF ASTM A780.
- ANTENNA MOUNTS SHALL NOT BE USED AS A CLIMBING DEVICE. WORKERS SHALL ALWAYS BE OFF TO AN APPROVED CLIMBING POINT.
- SEE ALSO GENERAL ANTENNA NOTES ON SHEET RFI. IF APPLICABLE.

MAIN DVP, SECTOR BOX, RRH, TMA & DIPLERX INSTALLATION NOTES:

- CONTRACTOR TO INSTALL MAIN DVP, SECTOR BOXES, REMOVE RADIO HEADS, TOWER MOUNTED AMPLIFIERS, AND/OR DIPLERX PER MANUFACTURER'S RECOMMENDATIONS.
- ALL BOLTS SHALL BE TIGHTENED PER ASPEC REQUIREMENTS.
- ANY GALVANIZED SURFACE THAT ARE DAMAGED BY ABRASIONS, CUTS, DRILLING OR FIELD WELDING COMPOUND MEETING THE REQUIREMENTS OF ASTM A780 WITH TWO COATS OF COLD GALVANIZING COMPOUND MEETING THE REQUIREMENTS OF ASTM A780.

COAX PORT NOTES:

- REQUIRED ADDITIONAL COAX PORTS TO BE ADDED AS NEEDED BY CONTRACTOR.
- ANY ADDITIONAL COAX PORTS TO BE INSTALLED BELOW THE EXISTING, WHERE POSSIBLE.
- CONTRACTOR TO INVESTIGATE INTERIOR OF SHEET/ROOM FOR CLEAR PENETRATION POINT.
- ADDITIONAL COAX PORTS TO BE INSTALLED PER INDUSTRY STANDARDS.



10000 PARK MEADOWS DRIVE, SUITE 300
 LONGS PRKE, CO 80124-5433
 (303) 694-8324



RETFERORD ENTERPRISES, INC.
 7093 SILVERPOON DRIVE
 EVERGREEN, CO 80439
 (720) 261-2064

REV.	DATE	DESCRIPTION
A	11/09/23	PRELIMINARY 2D
B	12/08/23	REVISED PER CM

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

IT IS A DECLARATION OF LAW FOR THE PROFESSIONAL ENGINEER AND ARCHITECT TO SIGN AND SEAL THESE DRAWINGS ONLY IF THEY ARE ACTING IN THE PROFESSION OF AN ENGINEER OR ARCHITECT AND TO SIGN THESE DRAWINGS ONLY IF THEY ARE REGISTERED PROFESSIONAL ENGINEERS OR ARCHITECTS.

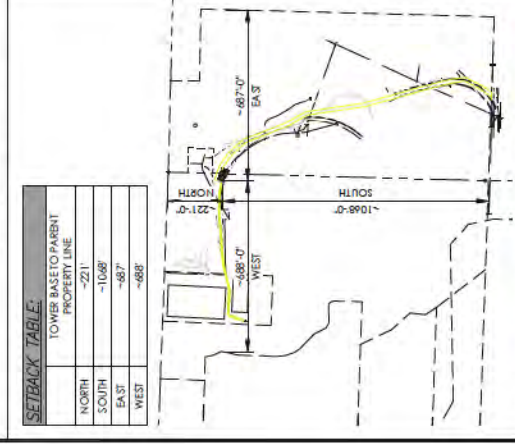
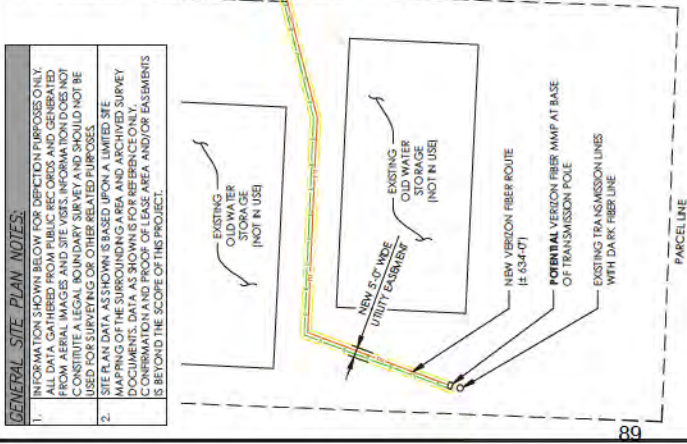
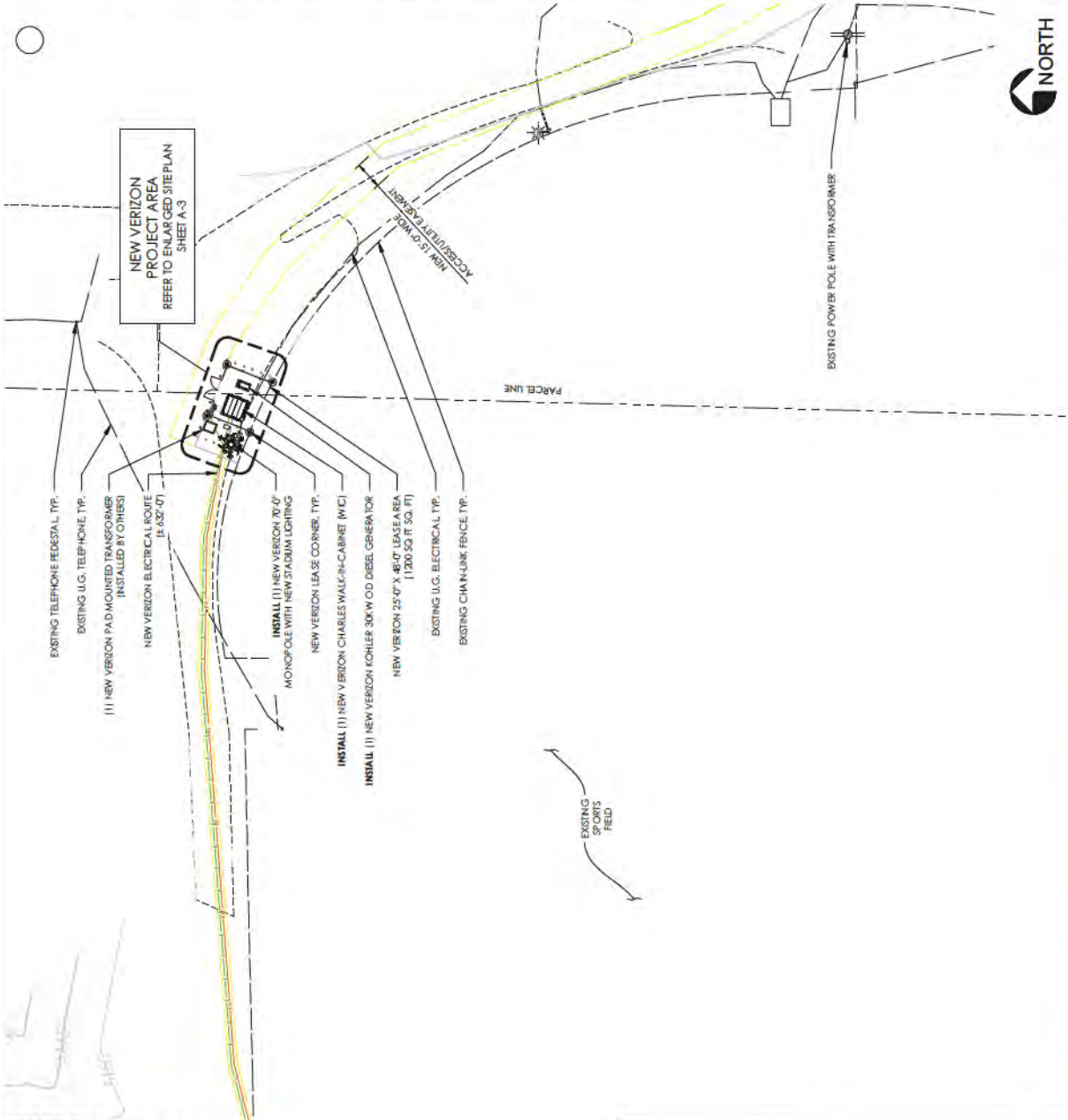
SITE NAME
CO3 EAST DELTA

1701 F25 RD
 DELTA, CO 81416

NEW SITE BUILD
 (LS6 INSTALLATION PROJECT)

SHEET TITLE
**NEW SITE PLAN &
 NEW SITE SETBACK**
PLAN

SHEET NUMBER
 A-2





10000 PARK MEADOWS DRIVE, SUITE 300
 LONE TREE, CO 80124-5433
 (303) 674-3234



RETFERD ORD ENTERPRISES, INC.
 7003 SILVERPOON DRIVE
 EVANSVILLE, IN 47619
 (720) 261-2004

REV.	DATE	DESCRIPTION	BY	CHK.
A	11/09/23	PRELIMINARY 2-D	A.J.Z	A.J.Z
B	12/08/23	REVISED PER CM	A.J.Z	A.J.Z

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

IT IS A VIOLATION OF LAW FOR ANY PERSON
 UNLESS THEY ARE ACTING UNDER THE DIRECTION
 OF A LICENSED PROFESSIONAL ENGINEER
 TO REPRODUCE THIS DRAWING

SITE NAME
CO3 EAST DELTA

1701 F25 RD
 DELTA, CO 81416

NEW SITE BUILD
 (LS&E INSTALLATION PROJECT)

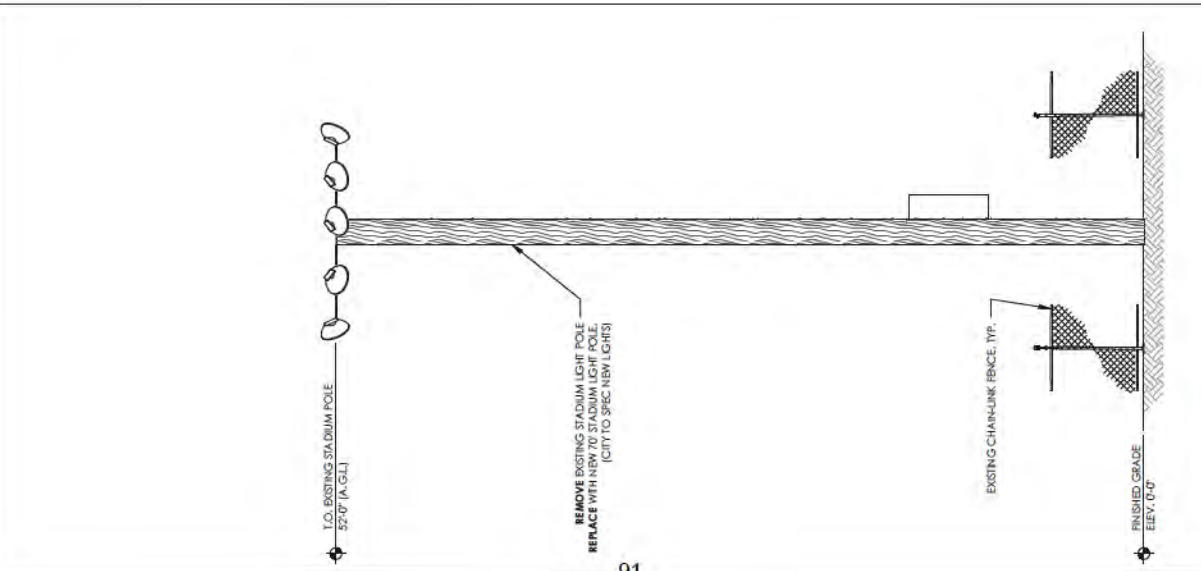
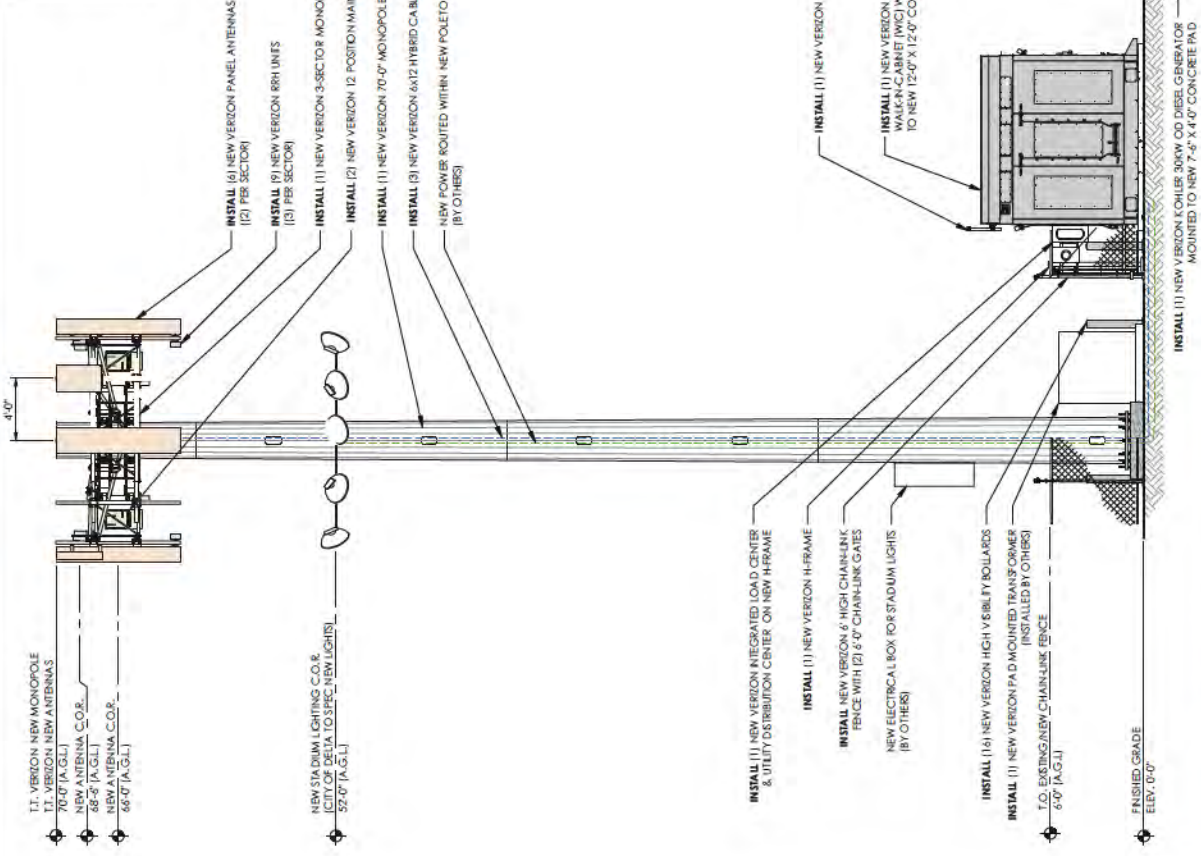
ELEVATIONS

SHEET TITLE

SHEET NUMBER
 A-4

KEY:

C.O.R. =	CENTER OF RADIATION
A.T.T. =	ATTACHMENT LEVEL
B.T.T. =	BOTTOM TP LEVEL
T.T. =	TOP TP LEVEL
A.G.L. =	ABOVE-GRADE LEVEL
B.O.B.P. =	BOTTOM OF BASE PLATE
T.O.S. =	TOP OF STRUCTURE



1 EXISTING SOUTH ELEVATION SCALE: 1/8"=1'-0"

2 NEW SOUTH ELEVATION SCALE: 1/8"=1'-0"

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DELTA, CO AND THE TOWN OF PAONIA, CO
FOR INSPECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into this __ day of _____, 20__, by and between the CITY OF DELTA, COLORADO, a Colorado home rule municipality (“City”) and the TOWN OF PAONIA, COLORADO, a Colorado statutory town (“Town”).

RECITALS

WHEREAS, the Town of Paonia is in need of building services, including specifically building inspection services;

WHEREAS, the City of Delta has a Community Development department with the experience necessary to provide needed building services;

WHEREAS, the City and Town have the power to enter into this IGA pursuant to C.R.S. 29-1-203; and

WHEREAS, the City and Town believe shared building services will benefit both entities by increasing capacity and coordination.

NOW THEREFORE, and in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. The City shall:
 - a. Provide building services to the Town including:
 - i. Residential plan review pursuant to Paonia’s ordinances and adopted codes
 - ii. Building inspections for compliance with approved plans
 - iii. Support the administration of permits
 - iv. Coordinate building services with Town’s zoning and subdivision processes consistent with Paonia ordinances and adopted codes
 - v. Such services shall not include: (i) review of plans for zoning or subdivision compliance; (ii) electrical and plumbing plan review and inspections; (iii) code enforcement; (iv) participation in, and preparation of staff reports and other materials for, meetings of the Paonia Board of Trustees, Planning Commission, and Zoning Board of Adjustment, Building Code Board of Appeals, or any other board or commission of the Town

- b. Provide City staff and/or consultant(s) to complete the building services described above in a timely manner consistent with Town ordinances and adopted codes.
 - c. The City will provide an average of ten (10) hours of building services to the Town per week, over the course of two (2) days.
 - d. Provide a vehicle for travel from the City to the Town.
2. The Town shall:
 - a. With the City's support, administer all permits including supplying all application forms, receiving applications, collecting fees, tracking permits, keeping necessary files, others
 - b. Notify the City when an application has been received by the Town
3. Term: The initial term of this IGA shall commence upon execution by all parties through _____ (one year). Upon the expiration of the initial term and any renewal term, this IGA shall automatically renew for an additional one-year period (a "renewal term"), subject to annual appropriation of funds for services rendered, and unless otherwise terminated in accordance with the provisions of this agreement.
4. Payment: As the City's exclusive compensation for services rendered under this IGA, the Town shall provide a payment of \$2,300 per month to the City. Payments are to be made monthly. The monthly rate shall be reviewed by the parties once annually. Any change to the City's monthly rate shall require at least 60 days' written notice to the Town, during which period the Town may decide to terminate the IGA if the Town finds the rate increase excessive, unreasonable, or otherwise objectionable.
5. Communication: The City and Town shall each select a primary point of contact and all communications related to the performance of duties defined in this IGA shall be conducted solely between the points of contact. Additionally, the key City staff involved in providing the shared services described in this IGA shall report as needed to the Town's Administrator, or authorized designee.
6. Amendments: Amendments to this IGA may only occur upon agreement of both the City Manager and Town Administrator. Any amendments must be in writing and signed by both administrators.
7. Termination: Either the City or Town may terminate this IGA by providing the other party with at least 30 days' advanced written notice of termination. Such notice shall be provided to the City Manager or the Town Administrator, as applicable.
8. Quality of Work: City shall exercise in its performance of the building services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

9. Independent Contractor: It is the expressed intent of the parties that City personnel performing services for the Town under this IGA are not employees, agents, officers, or servants of the Town, and that:
- a. CITY SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.
 - b. CITY'S EMPLOYEES AND OFFICERS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE CITY NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE CITY OR SOME ENTITY OTHER THAN THE TOWN.
10. Documents. All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this IGA or developed for the Town in performance of the City's services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this IGA, without further charge or expense to the Town and in hardcopy or an electronic format acceptable to the Town, or both, as the Town shall determine. City shall not provide copies of any such material to any other party without the prior written consent of the Town. City shall not use or disclose confidential information of the Town for purposes unrelated to performance of this Agreement without the Town's written consent.
11. Liability. Each party shall be responsible for its own acts, errors, and omissions, and for the acts, errors, or omissions of such party's employees, officers, and agents, under this IGA. The parties are advised to procure and maintain policies of insurance in types and amounts sufficient to cover such responsibilities. Nothing herein shall be deemed a waiver or limitation of the governmental immunity of the City or the Town.

This Intergovernmental Agreement (IGA) is dated _____, 20__, between the City of Delta ("Delta") and the Town of Paonia, CO ("Town").

City of Delta

Attest

Kevin Carlson, Mayor

Jolene E. Nelson, Clerk

Town of Paonia, Colorado

Mary Bachran, Mayor

Attest

Samira Vetter, Town Clerk



February 6, 2024

AARP Colorado
303 E. 17th Ave.
Denver, CO 80203

RE: AARP Livability Community Project

Dear AARP Board Members,

On behalf of the City of Delta, Colorado, I am pleased to offer this letter of our ongoing commitment to creating an aging-friendly environment. We are excited to join AARP's Age-Friendly Communities Network. The City of Delta is committed to becoming a livable community to promote health and growth and contribute to the well-being of all citizens in Delta.

As the Aging-Friendly Delta Project considers its plan, we want to promote successful aging and improve the quality of life for all residents by reducing barriers, improving access, and supporting our residents with valuable resources.

As a participant in the AARP Age-Friendly Community Project, it is the intent of the City of Delta to:

1. Engage the older adults through outreach and inclusion by hosting educational events in Delta.
2. Engage stakeholders in Delta at churches, civic organizations, AARP, and medical providers that serve the geriatric population.
3. Establish a plan of action that responds to the needs identified by community needs assessments and the residents of Delta.
4. Develop a means to measure our activities, review outcome measurements, and ensure that we are meeting the goals of the Aging-Friendly Delta Project.
5. In conjunction with many organizations, keep the public informed of our project throughout the process.

We look forward to working with AARP Colorado and making our city a place where our aging population can be happy and healthy.

Sincerely,

Kevin Carlson
Mayor





CITY WIDE MONTHLY REPORT FEBRUARY 2024

CITY MANAGER

Communications Team - Staff is working to reorganize the communications team for more efficiency and clarity. The larger group that is comprised of representatives from most departments continues to meet every Tuesday at 9 am to coordinate on larger marketing efforts. This group collaborates by finding ways to support city wide and departmental marketing effort for events and programming. A second administrative group has starting meeting to work on streamlining

Makerspace/Coworking - The grand opening of the Delta Library Innovation Workspace will take place on Saturday, February 3, 2024 from 10 am to 2 pm. Staff have been working diligently to plan and coordinate this event. It will be a full day of activities, demonstrations, and speakers that will highlight the ways in which the spaces can be used and benefit our community.

Crisis Prevention Unit - As of Jan 30, 2024 CPU now has a fully staffed team of three! We have reorganized CPU so that we are now operating with two CPU coordinators one focused on public engagement and partnership building and the second on Data analysis and grant support. Both CPU Coordinators will provide case management services. Both of these focus areas are critical to understanding and expanding the impact of our program. We also have hired a new CPU Case Manager whose focus will be on connecting participants to preventative services.

One Delta - On January 16, 2024 the One Delta County Board of Directors meet to elect officers and open Business Member Director seats. New officers are as follows:

- Lucinda Stanley, President
- Kent Blackwell, Vice President
- Kim Shay, Secretary
- Brison Crow, Business Member Director

- Ute Jantz, Business Member Director
- Cheryl Husman, Business Member Director

Housing Authority of Delta - The Delta Housing Authority Board met on January 24, 2024. During the meeting staff reported on the financials and lease status of all DHA programs. The Housing Authority is also working with the Developer TWG on applications and development of Residences at Delta Phase 2 which will be a multi-family development.

ADMINISTRATION TEAM

Human Resources

December 2023

- We are currently at an employee count of 105 FT and 131 PT.
- We have had 5 new hires and 2 Termination for January as of 01/30/2024..
- We are recruiting for PT LifeGuards, Building Official, Business Incubator Manager, Creative Technologist and Golf Course Supervisor.
- The next New Hire Orientations will be February 6th at 1pm.
- The **Employee Council** is still working on communication within the City and keeping a close eye on department morale. The next meeting will be held at the Library including a tour.
- The **Safety Committee** is working on the Training schedules for the year.

City Clerk

- Completed three records requests.
- Submitted four liquor renewals.
- Completed 5 burial permits for the cemetery.
- Sold 3 cemetery lost.
- Continue training for Deputy City Clerk/Court Clerk.

Municipal Court

- Presented the fee agreement for the prosecutor to Council.
- Working with the Prosecutor and the Judge to implement the new court schedule.
- Received the following new cases:
 - 0 Animal Control citations
 - 14 various municipal violation citations
 - 30 traffic citations

Public Information and Innovation (and GIS):

GIS

- Ongoing data entry and quality control with public works for asset mapping.
- Completed Neighborhood Watch registration and tracking tool.
- Completed Shift report Crime Analysis heat map for Delta PD
- Completed internal communication form and map service for City alerts (i.e. Street closure, emergencies, etc.) with an integrated webhook to automatically send email alerts to relevant internal personnel that can be forwarded to the necessary external agencies and partners.
- Readdressed H50 and 1560 Rd. neighborhood near the intersection of Hwy50 and 1560 Rd.
- Assisted election verification process.
- Continued collaboration and support as part of the City's development review team and Community Development department.

Events and Marketing

- Began planning with our steering committee for this year's Cinco de Mayo Celebration on Friday May 3rd.
- Continued print media advertising contract with Delta County Independent.
- Working with Pickin' Productions to secure the two bands for the Cleland Park Music Series June 13 and 27.
- Jumped in to help with event planning and marketing for the Makerspace Launch Feb 3rd.

Fort Uncompahgre

- The Fort closed on Dec 23rd, 2023 until March 12 2024. We sold 50 Christmas tree cutting permits in partnership with the Forest Service.
- Tree trimming services were completed by the Parks Department.
- We are cleaning up and organizing in preparation for some maintenance work at the Fort during the months of January and February. This includes cleanup and reorganizing the Office space at the visitor's center and the classroom building in the NE corner of the fort.
- Met with Parks, the City Building Inspector, and Dale Mays to discuss timber donations for the construction of the new roof on the Stage at Fort Uncompahgre
- Coordinating our St. Patty's Day Volunteer Rendezvous in March. This event is both a thank you to all of our volunteers from last year and a recruiting effort initiated by our current volunteers.
- We are finishing up our merchandise inventory from the 2023 season.

Fleet & Facilities;

Fleet;

.The Street sweeper's main hydraulic pump went bad, a new pump is 113 days out. The pump that went bad is not repairable. Fleet Staff has been working with a hydraulic shop in Fruita to see if they can build a new one. We should have an answer in the next week or two.

· Techs have been busy with repairs and maintenance on all equipment & vehicles.
· Staff has been working on cleaning, organizing the shop and storage area's to create more work space. This is an ongoing process.

· Staff has received bids on equipment and vehicles.
· Staff is still working through the paint issues when scheduling permits due to poor manufacturing painting. Body shops have started to catch up so this process should speed up.

.For the month of January Fleet has completed 101 repair and maintenance work orders

Facilities;

. New Facilities tech started January 2nd, 2024

. Maintenance and repairs on the City facilities are still ongoing.

. Work on the Library co-working space is progressing.

. For the Month of January Facilities has completed 27 work orders

WELLNESS PLACE TEAM

Recreation

Fitness:

- The trainers who are certified in nutrition coaching are making progress to get the new nutrition coaching packages set up.
- Staff is working on some little trifold brochures for PT's instead of using business cards. This will give potential clients information and background on each trainer and put a face to the names.
- The new TRX drop in classes seems to be working well so far, with classes filling up at both times slots, which we will be opening up to 13 spots instead of 11. The fitness department is planning to launch a third class starting in March offering it on Tuesdays at 4:30.
- All of the other regularly scheduled fitness classes are going well. As of last week total attendance was over 1,100.
- The fitness department has conducted multiple orientations and Movement Screenings as well as tempo training workshops for instructors.
- Ballet is holding pretty steady, but the new dance class is struggling. Looking into how we can market it better.
- Staff is discussing a little event piggybacking on the balloon festival, maybe a relay or obstacle course.

Aquatics:

- The staff have been managing a hot tub issue over the last week and ½ and parts finally came in and as of today it is finally up and running. YAY!
- Staff have been continuously monitoring the aquatics use schedule and the daytime lifeguarding shortage dilemma and are doing their best to create opportunities for all user groups to have access to the limited warm water space that we have.
- Staff is putting together an “Behind the Scenes in Aquatics” open house in March to share the ins and outs of operations of the aquatics department to help those interested a better understanding of how decisions are made.
- Girls Swim Team will be finishing up their season with regionals this week and State next week “Go Delta County”

Custodians:

- This year the rec department transitioned into offering a couple full time positions vs part time to help the other City facilities (PD, City Hall, and the Makers Space) with a consistent cleaning expectations and schedules.

Customer Service:

- Staff continue to work on streamlining processes at the front desk. We have recently implemented a new expectation, that states all members must swipe in using their membership cards, they will be allowed one free replacement card, and will be charged \$5 for a replacement card thereafter. We have provided retractable pass holders to assist them in keeping track of their cards.
- We have transitioned to some full time positions at the front desk to help streamline all the ins and out of the front desk operations.
- Staff recently completed a training on auto bill pay, and we hope to implement this with membership billing beginning March 1st. Look for more details to come.
- Pass membership visits since the first of the year is close to 9000, this does not include any type of daily admission users., program users, sports spectators, or facility rental users.
- We have had 40 internal/external facility reservations since the beginning of January, dates are quickly filling up for February and March.
- We have recently added online facility reservations options, so if you are looking to book a room for your next event, please take a look at our online offerings at https://register2.vermontsystems.com/wbwsccodelta.wsc/splash.html?InterfaceParameter=WebTrac_1

Youth:

- The Community Garden is progressing well, the fencing is complete, the beds are in (thank you Parks & DOC) and the team is working on the purchase of a greenhouse and gathering all the necessary tools. Time will be announced soon. We continue to seek support from local businesses and organizations through donations and sponsorships. Important Community Garden dates: “grow space” raffle applications due February 16th and will be announced on February 19th, a welcome meeting on February 23rd, Volunteer meeting Monday February 26th. Dates and times will be subject to change. We continue working with several local organizations to create this amazing opportunity for the community and our youth to learn more about food sustainability. Staff will be attending a special ceremony on March 1st in Denver to receive the \$15,000 grant funding awarded by the Colorado Garden Foundation.
- Staff are meeting regularly with TNC (the Nature Connection) to collaborate opportunities for youth in the outdoors and coming this Spring and Summer Months. Look for more details soon!

Parks, Open Space, Trails-

- Daily restroom and trash clean-up
- Tree pruning @ Cleland, Cemetery, Confluence, Tamarak, Fort
- Removed russian olives/Tamarak west side of lake
- Building approx. 75 new parking spaces on the East side of of the lake between the ballfields and skate park
- Travis Adams got his CDL
- Received bids back for engineering & design for Veteran’s Park
- Built community garden fence and planters
- Received bids for cemetery tree removals
- Installed TVs in the library and makerspace
- Removed stage cover at the Fort
- Added 80’ bases at Mtn. View on the green field and enlarged the infield

Community Engagement

EVENTS

- Balloon Festival-July 4-7th, 2024-Tentative schedule of events is posted to the City Website. We are meeting with the Fire Department on February 7th to discuss Confluence Lake on July 4th and the ability to be able to glow the Elvis Tribute Balloon and Spirit Too Balloon before the Fireworks. We are currently in the process of securing the entertainment for Friday and Saturday evenings and planning all the fun events for Saturday. Our 20 balloon pilots are from New Mexico, Arizona, Colorado, Wisconsin, and Texas. We will be moving our mud volleyball tournament from Deltarado Days to be during this event on Friday, July 5th. The Christmas in July Craft Fair is open for registration.

YOUTH SPORTS

- K-2nd Skills and Drills Basketball | Our first session ended December 19th and had 59 participants. There are 54 signed up for the second session that started on January 17th and will wrap up with scrimmages on February 5th.
- Girls' Basketball | We have a total of nine teams and 78 girls that are participating in our program that wraps up the weekend of February 10th.
- Registrations for Little League Baseball, Girls Softball ages 7-14, T-Ball ages 4-6, Machine Pitch Baseball ages 7-8, Learn and Play Sports for ages 3-5, Youth Tennis Clinic, and Spring Soccer are open.
- The annual Elks Hoop Shoot free throw competition was held at the rec center on January 3, 2024. There were 15 boys and 4 girls who participated. The winners from the competition will move on to compete in the sectional competition held in Olathe in February.

ADULT SPORTS

- Pickleball continues to be active in the rec center gymnasium 5 days a week. Thirty two pickleball players participated in a New Year's round robin tournament on January 13th.
- Spring 4 on 4 Volleyball league registration will open up after January 1st.
- April Fool's Softball Tournament registration is going on now until March 30th.
- Wallyball is played in the racquetball courts on Wednesdays with an average of 12 players a night.

PARK RENTALS

- The only park use for January was the Food Bank of the Rockies at Lion's Pavilion. Food distribution happens on the third Wednesday of the month all year long. Park rentals for the spring and summer are starting to pick up

LEISURE

- 2024 is shaping up to be one of the busiest years yet...The event schedule was introduced for the Winter and many are already nearly full through May!
- The Senior billiards league is a hit and is attracting members to gather and watch the action. Both Singles and Doubles are full with 12 and 16 players respectively.
- Toddlers(3-5 yrs.) invaded BHRC with over 40 youths engaging in various activities from: Bump N Jumps, scooters, bowling, baseball, and other physical fun.
- We traveled to Ouray for soaking, snow and suds...Sunny day and over half had never been to Wiesbaden Spa. Returned to fan favorite Horsefly Brewery to hydrate,HA!HA! Twelve patrons attended this event.
- The Annual Lee Martinson Cribbage tournament attracted 54 players throughout the Western Slope and several traveled from Wyoming. Players donated snacks for all to enjoy and new champions were crowned.
- Finally, Bowling N Brews continues to grow and is one of our most popular day events. Bowlers(30) loosened up at Horsefly Brewery then tested their skills on the lanes. Tyler,

Community Engagement, had a Turkey (3 strikes a row) which delighted the crowd as he won them all an ice cream cone. Next one is quickly filling up for Feb. 28th.

- If you haven't joined us at an event, you're MISSING out!!!

GOLF

- Proshop
- Off to a great start to the 2024 season.
- New rates in effect for 2024 season.
- Over 800 Rds played in January.
- Have 30 memberships as of Jan. 31.
- 7 days lost to weather in Jan.
- Had enough moisture through the winter for the grass,so haven't had to go to cart path only.
- Feeling Blessed!!!

PW & UTILITIES TEAM

- One new hire to fill a open MSW1 position
- 2 water line breaks on Hastings St - failed service tags
- Installed water meter pit at Les Schwab
- Tapped and Installed 1 1/2" water service and meter pit at the Armory
- Replacement of 36" culvert on Hartig
- Replaced two 10" culverts on 3rd & Hartig
- Snow Plowed on 1/9/24
- Repaired water break on H75
- Repaired water service break on 1575
- Repaired water line under Gunnison River Bridge from fire damage
- Replacement of 36" culvert at 3rd and Cedar

Electric & Broadband

- The power plant is moving faster now, all that is left is the base of unit 1 and Alternator and the switch board. We plan to have the RFP's needed to complete the asbestos abatement and floor concrete.
- The New location is kicking back off with plans to have the offices and break room finished by end of March
- Installed 5 new electric services
- Repaired 12 street lights

- Attended the MEAN board meeting on January 18th. Unfortunately the cost of energy is going up 5% starting in May. This is due to Market volatility mostly from gas pricing on offsetting renewables and peak loading. Fortunately the cost for capacity and A&G are remaining stable, for now. We projected a 2% increase, overall the cost of purchase power the increase will average a 2.7 percent creating an estimated \$32,000 more than budgeted for purchase power.

Wastewater Treatment

- Submitted a DOLA application and held a plant tour for their staff for possible supplemental digester funds
- Derek is back to work after his wife giving birth to their first child, all are healthy and doing good
- Working on annual stormwater and biosolids reports for the State
- Gearing up for a sanitary survey on the distribution system with the State
- Installed multiple no trespassing signs as well as wire cables and locks to deter unauthorized personnel after hours on city property around the plant

CITY FORWARD TEAM

Community Development

- Continue to provide support to the Grant Agreement from the U.S. Department of Transportation Federal Highways division to kick off the RAISE-funded Main Street revitalization project.
- Attended Better Supervisors Training with the leadership team.
- Participated in interviews for the Business Incubator and Makerspace positions for the EDA grant.
- Provided review/comments on proposed IGA with the Town of Paonia. The City will be providing building inspection services to Paonia under the agreement.
- Participated in Google document management/document sharing training.
- Met with All Points Transit to discuss current routes in Delta and begin discussions regarding a planned circular route for Delta. All Points currently operates the Montrose-Delta commuter route and the Dial a Ride service in Delta. The new circular route in Delta is planned for early spring.
- Met with the City team and RPI Consulting to discuss proposed code updates to the Municipal Code.
- Met with representatives from Cunningham Orchard Estates to discuss next steps in the process of development of the approved preliminary plat for Filing #4.
- Met with representatives from Redeemer Lutheran to discuss building plans, HVAC plans, fire suppression/alarm requirements. Anticipate a building permit application soon.
- Participated in the Library Innovation Workspace Steering Committee in preparation of the February Kick-off event and Tool Raiser.

- Building department stats
 - 9 building permits issued, of those permits 4 were single-family dwelling
 - 24 total permits issued
 - 95 inspections completed
- Building project updates
 - The Grove - need final inspections, fire/building
 - Armory - beginning work on exterior configuration and foundations
 - Grace Community Church Expansion - framing
 - Callaways - complete
 - Les Schwab - foundation and underground complete; structural steel in progress
 - Java Hut - Waiting for applicant to final site plan and improvements agreement
 - Sheriff's Office - Temporary occupancy approved
 - Vision Charter Academy - Certificate of Occupancy issued, complete
 - Pregnancy Resource Center - drywall
 - Planning and Subdivisions
 - 5 Boundary Adjustments in progress
 - 2 Boundary Adjustments on hold
 - 8 Subdivisions in progress, 0 Subdivision on hold, 0 Minor Subdivision on hold
 - 0 Rezone applications in progress; 1 Rezone applications on hold

POLICE DEPARTMENT

Delta PD updates for January 2024:

Police Operations:

- **Finalizing LifeSpot programs – only 1 person from DPD staff has not attended the training. Will go live February 1, 2024 in all Delta schools**
- **Assisted CPU with more new hire interviews**
- **Working with prosecutor for all municipal cases**
- **Met with Roice Hurst in regards to updates for 2024**
- **Assisted with new hire orientation**
- **Met with all supervisors and program managers for expectations, goals in 2024**
- **Completed several yearly employee evaluations**

- **Attended Better Supervisor Training**
- **Attended SHOT Show**
- **Updated Western Colorado Peace Officers Assn. membership fliers**
- **Responded to several large / complex crimes in January**
- **See stats below**

Animal Control / Code Enforcement:

- **Took numerous animal running at large calls.**
- **Addressed several chronic code violations with summons**

Community Policing:

- **Attended DHS groundbreaking ceremony**
- **Updated social media on Armory progress**
- **Crime Mapping updates**
- **Attended monthly zoom meeting with area PIO's**
- **Coordinating with GIS to collect data to share crime maps on website and social media**
- **Completed several meetings with area businesses to discuss crime, crime prevention and Business watch programs.**

Other Events:

- **Construction is still moving rapidly at the Community Safety Center**

Emergency Management:

- **No updates**

Delta Police Department Calls for Service:

Total CAD Calls	1242
Total Arrests	41

Total Criminal Summons	41
Total Traffic Stops	168
Total Traffic Citations	38

Reports written on the following:

AGENCY ASSISTANCE 4
Animal Control 12
Livestock 2
ARSON 1
ASSAULT 2
AUTO THEFT 4
BURGLARY 1
Certified Vin Inspection 3
CITIZEN ASSIST 13
CIVIL PROBLEM 1
Code Enforcement 6
CRIMINAL MISCHIEF 22
Disturbance 3
DOMESTIC 3
DRUG VIOLATION 12
DUI ALCOHOL OR DRUGS 1
Elder Abuse 1
Error 8
Fire 6
FRAUD 3
HARASSMENT 3
Information Report 14
Juvenile Problem 5
K-9 16
KIDNAPPING 1
LITTERING 1
LOST OR FOUND PROPERTY 8
M-1 HOLD/CONTACT 2
Marijuana 1
Official Misconduct 1
MISSING PERSON 2
Noise 1
PORNOGRAPHY 1
Private Property Accident 2
Recovered Stolen Vehicle 1
VIOLATION OF RESTR/PROT ORDER 4

RUNAWAY JUVENILE 8
Search Warrant 2
SEX OFFENSE 3
SHOPLIFTING 5
SUSPICIOUS PERSON/CIRCUMSTANCE 16
THEFT 18
TRAFFIC VIOLATION 2
Car Deer Accident 2
Traffic Accident 14
TRESPASS 9
UNATTENDED DEATH 1
Wanted Person 25
WEAPON OFFENSE 1
WELFARE CHECK 5

City Attorney Comments

City Manager Comments

Councilmember Comments



Executive Session

To discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under CRS Section 24-6-402(4)(a); or more specifically for discussions regarding property located on the corner of 5th Street and Confluence Drive (parcel #3457240207003)