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

## **A G E N D A**

**Delta City Council  
Regular Meeting**

**January 3, 2012  
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. Agreement for Operation of Animal Shelter (Kerby)**
- F. Lease of Municipal Property for Animal Shelter (Kerby)**
- G. Council Bill #1, 2012; Disconnection of Jennings Landing No. 3 (Black)**
- H. Resolution #1, 2012; April 3, 2012 Mail Ballot Election (Nelson)**
- I. Intergovernmental Agreement for the April 3, 2012 Mail Ballot Election (Nelson)**
- J. 2012 Mail Ballot Plan (Nelson)**
- K. Designation of Official Posting Place for 2012 (Nelson)**
- L. Resolution #2, 2012; Membership Fees at Devil's Thumb Golf Club (Sanders)**
- M. City Attorney Comments**
- N. City Manager Comments**
- O. Councilmember Comments**

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

**Pledge of Allegiance**

The Mayor led everyone present in the Pledge of Allegiance.

**Changes to the Agenda**

There were none.

**Minutes**

It was moved by Councilmember Jurca and seconded by Councilmember Sisson to approve the minutes of December 6, 2011 as submitted by the Clerk. All in favor, motion carried.

**Citizen Comments**

There were none.

**Presentation from the Small Business Development Center**

Marilyn Laverty with the Western State College Small Business Development Center presented a summary of various services they provide to current and prospective business owners and nonprofits. She also addressed the goals and objectives of their organization.

**Discussion of Proposal for Recycling Site in Delta**

Sara Jurca and Tylor Redden with the recycling committee at Delta Middle School gave an update on the countywide recycling program. Ms. Redden stated that Delta County is starting a pilot program in Hotchkiss in January of 2012. The Commissioners are also considering funding a site in Delta when and if a site is identified by City Council. Ms. Redden presented a proposed location on Highway 348 commonly known as the Triantos parcel.

Ms. Jurca stated that it is important that they get a vote tonight from Council so that they can move forward in discussing the proposed site with the County Commissioners. If a site is not identified in the City of Delta the recycling site will be located in Hotchkiss. This would not benefit the citizens of the City of Delta. Ms. Jurca also explained that the County is considering raising tipping fees at the land fill which in turn will cost the citizens more. She stated that if Council should approve the proposed site they will present it to Gary Vance and the County Commissioners.

Utilities Director Steve Glammeyer stated there have been a few meetings that several individuals have attended discussing proposed sites within the City of Delta. The County Commissioners are interested in doing something in Delta. The challenge is that they have come to the City to determine a site within the City. The County would then install the fencing, bins and ramps. It would be the responsibility of the County to empty the bins and the cost of doing so.

Mr. Glammeyer also stated that this may be a cost savings for the City since the County is considering raising the tipping fees. The concern is that if they are raising tipping fees countywide then the City's residents will be subsidizing a site somewhere else if a site is not located in Delta. He presented a brief background of the other sites that were discussed and the difficulties those sites may have. The Highway 348 property is near Bridge Street, as stated before, commonly known as the Triantos parcel. The site would have an all weather graveled road to get in and out.

Mayor Cooper questioned if the site would be closed during the truck route construction.

Public Works Director Jim Hatheway stated there may be temporary closures but nothing that would be long term. Staff will work with the County on addressing the possible closures.

Councilmember Sisson questioned what the timing of the project would be.

## **Regular Meeting, Delta City Council, December 20, 2011 (Cont.)**

### **Discussion of Proposal for Recycling Site in Delta (cont.)**

Councilmember Jurca stated that he believes that the Commissioners will be making that decision. They currently are just looking for a proposed site.

Mr. Glammeyer believed they would be starting soon after the first of the year.

Manager Kerby commented on the pilot in Hotchkiss.

Mr. Glammeyer reported that they are going ahead with the Hotchkiss site. There is less work to be done to get the program up and running there. However, they still want to put a site in Delta.

Mayor Cooper questioned what kind of increase they are talking about on the tipping fees.

Mr. Glammeyer stated that there has not been any numbers given at this point. However, he feels the increase may increase the City's costs by \$8,000 to \$10,000.

Mr. Kerby explained that the students are asking for approval on the Triantos property.

There was discussion regarding needing a consensus at this point. After a memorandum of understanding is executed then Council may formally approve the site.

There was a consensus among Council to propose the Triantos parcel on Highway 348 for the recycling program.

### **Discussion/Approval of New Mural on Power Plant Cooling Towers**

Culture and Recreation Director Wilma Erven presented a drawing of "Gateway to the Canyons". This is the proposed mural for the water tanks at the power plant. She presented a brief background on the current mural. The mural is faded and needs to be replaced. She explained that staff has been working with Dick Doherty who is the artist of the mural needing replaced. Mr. Doherty drew "Gateways to the Canyons". Due to Mr. Doherty's health he is not able to paint the mural on the water tanks. Staff requested that he recommend an artist to complete the new mural. He agreed and recommended Seth Weber.

Ms. Erven stated that the cost of the mural is \$950 to Dick Doherty for the art work in pencil then color and \$16,000 to Seth Weber for the painting of the mural on the tanks. She has worked with Director Hatheway and the funds will be taken out of the city wide capital improvements fund.

Manager Kerby asked that Ms. Erven to expand on the "Gateway to the Canyons".

Ms. Erven reported that staff has been working with BLM and they have wanted the public lands near Delta addressed. There now are the Escalante/Dominquez and the Gunnison Gorge both are NCAs. Delta wanted to become the "Gateway to the Canyons" and so BLM said to just start calling yourselves that. This mural will represent the City as being the "Gateway to the Canyons".

Mr. Kerby questioned if there could be some kind of identification on the bottom of the mural of the Escalante/Dominquez and the Gunnison Gorge.

Ms. Erven stated they could add Escalante/Dominquez below this piece. The long range vision is to take the east half of the water the tank that is not as faded and put a mural of the Gunnison Gorge.

Mr. Kerby reported that this area is the only location that has three NCAs within a 60 mile radius.

It was moved by Councilmember Sisson and seconded by Councilmember Raley to award the painting of the "Gateway to the Canyons" mural to Seth Weber in the amount of \$16,000 and to Dick Doherty \$950 and authorize the City Manager to sign said contract. All in favor, motion carried.

Mr. Kerby questioned the timeline on this project.

## **Regular Meeting, Delta City Council, December 20, 2011 (Cont.)**

### **Discussion/Approval of New Mural on Power Plant Cooling Towers (cont.)**

Ms. Erven stated that they will work with the utilities department to get the area ready. Mr. Weber would like to start as soon as possible to have the mural completed by Memorial Day.

### **Award Pool Pak Contract for Bill Heddles Recreation Center**

Director Erven explained that the pool pak has been underway for some time now. The company that makes the product is not available to meet the time frame to meet the City's needs. The project bid was sent out in October with the awarding done in December. The project needs to start in January so that it can be completed by the first of May. This is the best time of year for the recreation center to have this completed.

Ms. Erven stated that four bids were received. During the mandatory walk through eight companies participated, however, only the four were received. She stated the four companies are very high quality companies. A summary of the bids was presented. Cooling's Heating & A/C, Inc out of Montrose submitted the low bid in the amount of \$441,800. This project is a budgeted item in 2011 which has been carried over to 2012.

Councilmember Jurca questioned if the consultant that was hired accepted these bids and complete the due diligence process on them.

Ms. Erven stated that they did. They did also complete some additional due diligence on Cooling's for the fact their bid was much lower. The consultant spent some extra time on their references and also they had discussions with Cooling's regarding the type of product they would be using.

It was moved by Councilmember Raley and seconded by Councilmember Sisson to award the Recreation Center Pool Pak project to Cooling's Heating & A/C, Inc. in the amount of \$441,800 and authorize the City Manager to sign said contract after City Attorney's approval. All in favor, motion carried.

### **Public Hearing: Special Events Permit Application; BPOE Lodge No 1235**

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

The Clerk reported that BPOE Lodge No 1235 has submitted a special events permit application for the event scheduled for February 11, 2012. The application states that they plan to sell malt, vinous and spirituous liquor from 4:00pm to 2:00am. This event is for their Annual Charity Ball.

Ms. Nelson stated that lodge does have an active Club Liquor License. However, since individuals throughout the community may attend this requires a special event permit.

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

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to approve the Delta Elks Lodge No 1235 special events permit for February 11, 2012. All in favor, motion carried.

### **Purchase of Cunningham Orchard Estates Electric System from DMEA**

Utilities Director Steve Glammeyer stated that staff has been working on this project for approximately two years now. A letter was sent to DMEA asking to acquire the subdivision commonly referred to as Cunningham Orchard Estates. This subdivision has fourteen homes currently built with several more vacant lots that are ready for homes. Staff has been working under the state statutes for acquisition of customers and services from the REA. One of the provisions is payment of future revenues for both existing and future customers for a period of ten years. The amounts are listed in the memo presented to Council. Staff felt that tracking and compensating DMEA annually would be somewhat of a burden and therefore proposed a prepayment of those revenues at a discount in order for DMEA to receive their money early and so that the City would not have to track revenue annually. Mr. Glammeyer explained how they came up with the prepayment amount. DMEA review the proposal and has accepted it. The cost of the acquisition is \$36,882 and prepayment of the revenue is \$25,989 for a total of \$62,871. This is a budgeted item for 2011.

**Regular Meeting, Delta City Council, December 20, 2011 (Cont.)**

**Purchase of Cunningham Orchard Estates Electric System from DMEA (cont.)**

Councilmember Pfalzgraff stated that the City has been working on this for a long time. This is a great opportunity to acquire this subdivision.

Mr. Glammeyer also stated that DMEA does not want the prepayment on this acquisition to set a precedent for future acquisitions.

Mayor Cooper commented on how this acquisition will benefit the City's utilities.

Manager Kerby advised that Council may take into consideration approving some kind of legal document that may be needed to complete this acquisition.

There was discussion regarding a possible legal document that the City Attorney will draft, as well as discussion on the timeline as to when the acquisition needs to take place.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson authorize staff to purchase the electric service for Cunningham Orchard Estates from DMEA in the amount of \$62,871 subject to preparation of any legal documents needed for the acquisition by the City Attorney. All in favor, motion carried.

**Name Contest for Lafarge Property**

Parks Director Paul Suppes reported that staff has been working on the process to name the Lafarge property. There is a policy in place for the naming. Staff has been following that process by advertising the naming of the property. There were fourteen names submitted. City staff and City Manager have picked the top three. At this time Council's approval of those three names is needed to continue the next step in holding a public hearing in 30 days. The names selected are Riverwood Park, River Bend Park and Driftwood Park.

Councilmember Raley commented on the name of Riverwood Park.

Manager Kerby stated that the 30 days allows Council to receive input on the three names and at the public hearing Council will select one of the three names.

It was moved by Councilmember Jurca and seconded by Councilmember Sisson to approve the following three (3) names: River Bend Park, Riverwood Park and Driftwood Park; and set a public hearing in 30 days. All in favor, motion carried.

**Request to Disconnect Part of Jennings Landing No. 3**

Community Development Director Glen Black explained that this is a request to disconnect part of Jennings Landing No. 3 as discussed in a prior meeting. The property was annexed in May of 2007. The applicant desires to disconnect at this time. Mr. Black presented a slide show showing the location of the area to be disconnected. The disconnection would include part of Hwy 50 as well as E Road. The applicant has prepared the disconnection map and has paid the \$300 disconnection fee.

Mr. Black stated that under CRS 31-12-501 it states that on receipt of such application, it is the duty of such governing body to give due consideration to such application, and, if such governing body is of the opinion that the best interests of the city or town will not be prejudiced by the disconnection of such tract, it shall enact an ordinance effecting such disconnection. Staff is giving due consideration by presenting this to Council.

Councilmember Raley questioned what the situation is on E Road.

Mr. Black reported that the county has sent comments from the County Planner which states that there is no benefit to the County or the property owner to de-annex this property. They also commented on the HUTF funds would not be sufficient to maintain E Road. Mr. Black stated that the amount received is the same for the City. The County also commented on needing annexed if the economy was to turn around and the property owner would want to develop the property at that point. They referred to CRS 31-12-603.

Attorney Schottelkotte stated that citation refers to another method of disconnection filed with the District Court. Basically it states that no one can take something that a City objects to. In

**Regular Meeting, Delta City Council, December 20, 2011 (Cont.)**

**Request to Disconnect Part of Jennings Landing No. 3 (cont.)**

this case, this action is initiated by the City. The County can certainly object and Council can take those objections into consideration.

Councilmember Jurca commented that there was at least one other property owner that annexed at the same time.

Mr. Black stated there was. He presented a map showing the location. He explained the annexation that was completed at that time.

There was discussion regarding E Road.

Mr. Black recommended disconnecting the area requested and as shown on the disconnection map.

Mayor Cooper stated she believes it's logical for the City to disconnect the area.

Councilmember Pfalzgraff disagreed. He stated that he believes it does prejudice the best interest of the City. Even though the City is not getting much from the HUTF monies to maintain the road at this point there is a potential in doing that. Also, back in July or August the City worked with the Forest Service as well as other entities to help establish a new facility in this area. If this area were to be disconnected that would jeopardize that commitment the City made.

Mayor Cooper stated that there is an existing sewer line going to the Vo-tech.

Councilmember Pfalzgraff commented that it's not just the sewer line. The City made a commitment to waive system improvement fees, upgrade the lift station and site road preparation with Delta County.

Mayor Cooper questioned what the tie into this disconnection is with that commitment.

Councilmember Pfalzgraff stated that if the City approves the disconnection there will not be any continuity.

There was discussion regarding whether the disconnection would impede on the commitment to the Forest Service.

Manager Kerby clarified that staff is looking for direction tonight as to whether or not Council would like staff to proceed in preparing an ordinance for the disconnection.

Mr. Black stated that the County may want to come to Council to discuss their concerns if Council should choose to move forward with the ordinance.

Aaron Clay represented the owner of the land and explained the owner does not see this as a residential property anywhere in the near future. Their concerns are enforcement issues such as pesticides, weed control, animal control, etc. is different in the County than the City. This will be used for agricultural purposes.

Councilmembers Sisson and Raley agreed to move forward with the disconnection.

Councilmember Pfalzgraff disagreed due to the fact he believes the disconnection does prejudice the best interests of the City.

Councilmember Jurca and Mayor Cooper also agreed to move forward with the disconnection.

Attorney Schottelkotte stated he will try to have an ordinance at the next meeting.

**Resolution #12, 2011; Closure of Public Railroad Crossing**

Resolution #12, 2011

A RESOLUTION OF THE CITY OF DELTA, COLORADO,  
REQUESTING THE CLOSURE OF THE VEHICLE CROSSING  
LISTED AS DEPARTMENT OF TRANSPORTATION 905747E,

**Regular Meeting, Delta City Council, December 20, 2011 (Cont.)**

**Resolution #12, 2011 (cont.)**

OPPOSITE MP 373.10 ON THE MONTROSE SUBDIVISION,  
PRODUCER COOP TRACK

was read by the Clerk.

Director Hatheway stated this resolution is a formality to move forward with the truck route. When Council approved vacating 6<sup>th</sup> and 7<sup>th</sup> street, close the track to public use

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to adopt Resolution #12, 2011. Roll call vote: Councilmembers Raley, aye; Sisson, aye; Pfalzgraff, aye; Jurca, aye; and Cooper, aye. Motion carried.

**Update on Confluence Drive**

Director Hatheway provided Council with an update on Confluence Drive. He reported that the right of way acquisitions. The portion north of 5<sup>th</sup> Street all of the large properties are secured or under contract with the exception of one. The property that staff is working on is with Foster Farms and a revised offer has been submitted. There are other small right of way acquisitions that staff has been looking at on Gunnison River Drive. Demolition permits are in progress for the four out of the five houses that the City currently owns.

The portion south of 5<sup>th</sup> Street there is one property owner that has not responded to the City. Staff will continue to try to negotiate with the owner in January. Staff is also working with the Delta Ditch Company to relocate a portion of the ditch. They are working on demolition on the former Triantos property. The City has been contacted by a couple individuals that are interested in possibly salvaging those buildings.

Mr. Hatheway stated that the biggest challenge for this project is with the Union Pacific Railroad. On the positive side, Union Pacific has committed \$150,000 towards this project. There are two PUC applications for this project. The one over the North Fork Subdivision and Foster Farms has been approved by the PUC. Staff is currently negotiating a construction and maintenance agreement with UP. The PUC application at Hwy 348 is completed on the City side. Once staff receives the signal design and cost estimate the City will be ready to submit the application.

Mr. Hatheway reported on the realignment. A final rail realignment packet was submitted to UP this week for their final approval. There have been two additional issues that UP has raised in the last two weeks. One of which is the exchange agreement and the property that they are requiring the City to purchase due to the fact that they have identified it as uneconomic remainders. UP has asked that the City conduct a Phase 2 environmental assessment on those properties. The City is trying to get more information on the timing and the expectations of that study.

The other item that has come up from UP that was unexpected in that UP wants the City to make replacement lease payments for those properties that the City has purchased. They are looking for ten years worth of lease payments. These items are all tied to the exchange agreement that staff is working on. Staff is diligently working with the railroad to move forward.

Mr. Hatheway stated that as far as the design there are several components that are at 90% percent completed. The Palmer Street intersection design is approximately 60% to 75% completed.

The CDOT access permits will be submitted by mid spring. Staff has received a draft to the permits for the Army Corp of Engineer relating to the wetlands mitigation. The site that has been identified for that is at Confluence Park on the west side of the Uncompaghre River.

Mr. Hatheway reported that the implications on the items that were presented tonight is that the City may need to delay the issuance on the notice to proceed to SEMA. Staff is looking at having a two phase notice to proceed. He explained how the two phases would be implemented.

Mayor Cooper commented on the use of an empty house for the Delta Police Department training exercise.

## **Regular Meeting, Delta City Council, December 20, 2011 (Cont.)**

### **Update on Confluence Drive (cont.)**

Manager Kerby stated that staff will bring the contract revision with SEMA before Council possibly the 2<sup>nd</sup> meeting in January. He has also suggested to Mr. Hatheway having a face to face meeting with UP in either Salt Lake City or Omaha to order to help move forward the agreements with UP.

### **Ordinance #7, 2011; Second and Final Reading 2011 Supplemental Appropriations**

Ordinance #7, 2011

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW FOR THE CITY OF DELTA, COLORADO, FOR THE 2011 BUDGET YEAR

was introduced as Council Bill #7, 2011 and read by the Clerk.

It was moved by Councilmember Pfalzgraff and seconded by Councilmember Sisson to adopt Council Bill #7, 2011 on second and final reading. Roll call vote: Councilmembers Raley, aye; Sisson, aye; Pfalzgraff, aye; Jurca, aye; and Cooper, aye. Council Bill #7, 2011 was adopted on second and final reading as Ordinance #7, 2011.

### **City Attorney Comments**

Attorney Schottelkotte reported that at the next meeting he and the City Clerk will be presenting several items for the upcoming election in spring. He also updated Council on the Simmons case.

### **City Manager Comments**

Manager Kerby presented the following items:

- City closure for holidays
- Steve Deny emergency management
- Employee benefit task force implemented health insurance
- Received GOCO grant for \$175,000
- Steve and Guy FORE Alliance small business in Montrose and Delta

### **Councilmember Comments**

Councilmembers Pfalzgraff and Jurca wished everyone a Merry Christmas.

Mayor Cooper congratulated staff on receiving the GOCO grant. She also commented on her ride along with the Police Department.

### **Executive Session**

It was moved by Councilmember Sisson and seconded by Councilmember Jurca to convene an Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS Section 24-6-402(4)(e); and for a conference with the City Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b); or more specifically for discussion regarding purchase of shares for Big Battlement Water.

At 8:39 p.m., Mayor Cooper recessed the Regular Meeting and convened the Executive Session.

At 9:14 p.m., the Mayor reconvened the Regular Meeting and announced that the Executive Session had been concluded. She stated that in addition to herself, the participants in the Executive Session were Councilmembers Robert Jurca, Bill Raley, Guy Pfalzgraff and Ed Sisson; along with City Manager Joe Kerby along with City Attorney Jim Brown and Utilities Director Steve Glammeyer. For the record, the Mayor asked any person participating in the Executive Session who believed that any substantial discussion of any matters not included in



**Regular Meeting, Delta City Council, December 20, 2011 (Cont.)**

**Executive Session (cont.)**

the motion to go into Executive Session occurred during the Executive Session in violation of the Open Meetings Law, to state his or her concerns for the record. No concerns were stated

The meeting was immediately adjourned.

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Jolene E. Nelson, City Clerk



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## MEMO

To: City Council  
From: Joe Kerby, City Manager  
Date: December 30, 2011  
Subject: Citizens for Animal Welfare and Shelter Agreement

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### **Recommendation**

It is recommended that the Council approve the Agreement for Operation of Animal Shelter with Citizens for Animal Welfare and Shelter.

### **Background**

In 2010 and 2011 the Animal Enforcement/Shelter budget was reduced as a result of continuing financial challenges for the City. The City in previous years had a FULL time Animal Control Officer as well as a PART time Animal Shelter employee. The Animal Control Officer resigned in 2010 and the Animal Shelter Employee retired. We have replaced them with two PART time employees that focus primarily on the animal shelter. Other than Police Officers responding to calls for vicious/aggressive animals and/or dog bites we have had virtually no enforcement. The Chief of Police and I have searched for alternatives that would allow us to manage with the reduced funding while trying to provide an acceptable level of service.

In May of 2011 a Request for Qualifications was sent out to the local Animal Welfare groups that the City of Delta was aware of within Delta County. The purpose of this was to solicit proposals for an organization to possibly operate our shelter. The concept is for us to try a new recipe which consists of partnering with a local non-profit who has the passion, interest, and capability to operate our shelter. Using this approach we are hoping to accomplish four things:

- 1) Continued operation of our animal shelter at a reduced cost
- 2) Expand our ability to adopt out animals
- 3) Provide the City the ability to focus on enforcement
- 4) To provide an opportunity for a local non-profit to potentially establish the beginnings of a regional approach

We received two responses to the Request for Qualifications. The responses were from "Critic Haven" and "CAWS". The proposals were reviewed and based on the evaluations we began attempting to negotiate a framework with CAWS that we could bring to City Council for consideration. We have spent the last 6 months working with CAWS and have held two work

sessions with Council on this topic. We believe we now have two agreements that are ready for Council consideration/approval:

- 1) Agreement for Operation of Animal Shelter
- 2) Lease of Municipal Property for Animal Shelter

The Agreement is basically a Memorandum of Understanding which outlines how the concept will work and what the City and CAWS are agreeing to. The Lease is a separate agreement that covers CAWS ability to utilize City Property for the purposes of providing the Animal Shelter and Adoption services.

**Cost**

The City will continue to pay for all Utilities. The City will pay to CAWS a per day fee of \$12.00 per day for animals from the City with a not to exceed figure of \$60.00(5 days). The City will pay to CAWS a per day fee of \$7.50 for quarantined animals for the duration of the quarantine. Owners of reclaimed animals will be required to pay fees to the City prior to taking possession of their animals. These fees will go towards offsetting the city's expenses with CAWS. We have budgeted our projected revenues and expenses with this in mind as part of the 2012 adopted budget.

**Action to be Taken if Approved**

CAWS will begin the shadowing period immediately and will take over operations of the Shelter as of 4/1/2012. In the meantime, staff effective as of January 3, 2012 has increased the Shelter Employee hours by 10 hours per week which will increase the City expenditures by about \$1,500 for the period of January 3<sup>rd</sup> to April 1<sup>st</sup>, 2012 at which time she will become an employee of CAWS. In addition, as of January 3<sup>rd</sup> 2012 our Animal Control Officer who previously assisted with shelter responsibilities will primarily be focused on Animal Enforcement efforts. The Animal Control Officer is budgeted at 20 hours a week so this is not a FULL time position.

**Suggested Motion**

I move the City of Delta approve the "Agreement for Operation of Animal Shelter"

## **AGREEMENT FOR OPERATION OF ANIMAL SHELTER**

This agreement is made and entered into this 3<sup>rd</sup> day of January, 2012, by and between the City of Delta Colorado, of P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "the City"), and Citizens for Animal Welfare and Shelter, of 211 Grand Avenue, Paonia, Colorado 81428 (hereinafter referred to as "CAWS"), and is to witness:

### **Recitals**

The City is a Colorado municipality that owns real property located at 640 West 4<sup>th</sup> Street Delta Colorado 81416, the improvements and facilities on which have long been used and operated by the City as a municipal pound for purposes of enforcing its animal control ordinances. CAWS is a Colorado non-profit corporation devoted to the care and protection of animals.

The parties have recently negotiated an arrangement under which CAWS will assume sole and exclusive responsibility for the control and operation of the City's facilities in a manner that will meet the City's reasonable requirements for enforcing its animal control ordinances and simultaneously provide for the welfare of impounded animals. For those purposes, the parties agree as follows:

### **Agreement**

1. The parties anticipate entering a related agreement under which the City will lease to CAWS the City's aforementioned facilities located at 640 West 4<sup>th</sup> Street (hereinafter referred to as "The Delta Animal Shelter"). If a formal lease agreement mutually acceptable to both parties is not executed by them on or before March 30, 2012, or if the property subject to the lease is not in a condition acceptable to CAWS at that time, this agreement shall automatically terminate and be of no further effect. Otherwise, this agreement shall continue to run and be binding upon the parties for as long as the anticipated formal lease remains in full force and effect.

2. Prior to the actual commencement date of the aforementioned lease on April 1, 2012, CAWS employees and volunteers shall be permitted and expected to observe and assist at the Delta Animal Shelter under the supervision of City staff in order to learn and assist with City processes, protocols and procedures for operation of the shelter as it relates to applicable animal control ordinances.

3. Effective with the date of commencement of the aforementioned formal lease on April 1, 2012, CAWS shall assume full responsibility for conducting and managing operations of the Delta Animal Shelter, subject to the terms and conditions of the lease and the other terms and conditions of this Agreement. For continuity purposes, CAWS shall thereafter assume responsibility for further employing part-time former City employee Teresa Kellsen at compensation at least equal to her current rate of \$10.47 per hour (with no additional benefits). Supervision of Ms. Kellsen and all other employees and volunteers working at the Delta Animal Shelter will be the sole and exclusive responsibility of CAWS from and after commencement of the anticipated formal lease.

4. After execution of the formal lease anticipated by the parties, CAWS will accept and admit to the Delta Animal Shelter only those animals delivered to it by officers of the Delta Police and Animal Control Departments, and such other animals as CAWS may be actively promoting for adoption by responsible private owners. Upon written consent by the City, CAWS may also accept for care at the Delta Animal Shelter animals referred by the animal control departments of other communities; provided, however, that the total animal population maintained at the Shelter shall never exceed limits reasonably required for the health and safety of the overall animal population.

5. During the period that the anticipated formal lease between the parties remains in effect, the City will regularly employ an Animal Control Officer ("ACO") who shall remain under the direct supervision of the City's Chief of Police. The ACO will be responsible for coping with all animal control issues within the City limits of Delta, including all transportation of animals to and from the Delta Animal Shelter, as well as management and implementation of the City of Delta animal licensing program. The ACO shall not be expected to accept, transport or otherwise handle animals referred by other counties and/or municipalities.

6. CAWS staff employed at the Delta Animal Shelter shall be instructed to refer all inquiries from City of Delta residents regarding animal control issues to the Delta County law enforcement dispatch center, and never directly to the ACO.

7. Shelter staffing shall, at a minimum, consist of one unpaid volunteer director, one or more shelter managers collectively working 20 paid hours per week, and other volunteers to supplement staffing as needed. Shelter manager(s) and volunteers will be supervised by the director.

8. CAWS will be responsible for supervising all volunteer recruits. Volunteers will be pre-screened, and must be 16 years of age or older, and have no history of criminal offenses classified as felonies under State or federal laws. Any minor volunteers shall have adult supervision at all times. Background checks and references must be required for all volunteers who are unknown to the CAWS Board of Directors and other long-time associates of CAWS. The background checks completed by CAWS shall be shared with the Delta Chief of Police. The Chief of Police may perform background checks on any CAWS volunteer or employee and report findings to the CAWS Board of Directors.

9. For all paid veterinarian services, CAWS will hire and work with only veterinarians located in the City of Delta for the benefit of all animals kept at the Delta Animal Shelter in accord with requirements of this Agreement. In the case of an emergency, if no Delta veterinarian is available it will be left to the discretion of the shelter Manager to seek appropriate treatment.

10. Space at the Delta Animal Shelter will be allocated as follows:

- a. Six of the twelve dog kennels at the Shelter, will be dedicated exclusively for impounded/quarantined animals brought in by the ACO. One of these six will be reserved for quarantines.
- b. The other six kennels will be for animals available for adoption (including unclaimed impound animals from the CDAC, and other CAWS animals

as space allows).

11. The Delta Animal Shelter will not accept feral cats (as described as follows: a cat born and raised in the wild, or has been abandoned or lost and turn to wild ways to survive. These cats are the ones who are most often fearful, too wild to be handled safely and have not been domesticated.). All feral cat issues will instead be referred by the parties to the CAWS Community Cat team leader.

12. The Delta Animal Shelter shall be open for general business operations, other than merely sheltering animals, during the hours of 8:00 a.m. to 5:30 p.m. on weekdays and 8:00am to 4:30 p.m. on weekends. However, until its volunteer base has been sufficiently developed, CAWS shall at least initially have reasonable discretion to operate the Shelter at reduced hours.

13. The ACO will have access to the shelter at all times and will notify shelter manager by phone about after hours quarantines of vicious animals.

14. CAWS staff and the ACO will carefully monitor the intake and census of animals at the Delta Animal Shelter and cooperate to ensure that animals are not brought in if there is not space.

15. All animals impounded by the ACO will be held and cared for by CAWS staff at the Delta Animal Shelter for a period of at least five (5) days to allow for reclamation. During that period, impounded animals will be listed on Petfinder.com by the ACO. After the five day holding period, CAWS shall have the right and responsibility to arrange for the humane adoption or disposition of all animals not claimed by lawful owners. Animals kept at the Delta Animal Shelter being reclaimed by lawful owners will be released only by, or in the presence of, the ACO who will at all times have primary responsibility for determining and enforcing the payment of applicable fines and boarding fees.

16. Applicable City fines, plus boarding fees, attributable to any animal impounded by the ACO shall be collected by the ACO prior to the release of the animal to its lawful owner(s). With regard to any animals not claimed by lawful owners, the City shall nevertheless reimburse CAWS for boarding fees at the rate of \$12.00 per day up to a maximum of \$60.00 for each impounded animal.

17. Animals ordered quarantined by the ACO will be cared for by CAWS staff at the Delta Animal Shelter for the required ten-day holding period. Such animals shall be released from quarantine only by, or on authorization of, the ACO. As for events of animal impound, the ACO shall have primary responsibility for determining and collecting from pertinent owners the related fines and fees attributable for each event of quarantine. The City will nevertheless reimburse CAWS for the care of each quarantined animal at the rate of \$7.50 per day for the actual period of quarantine.

18. Fees for boarding of impounded and quarantined animals at the Delta Animal Shelter owed to CAWS by the City shall be paid on a monthly basis to CAWS upon receipt of invoice.

19. All animals kept at the Delta Animal Shelter, that are unclaimed by owners after being

impounded or quarantined for the applicable periods of time, may be accepted into CAWS' adoptive programs and processed as outlined in the then current version of CAWS policies and procedures. Prior to allowing adoption, CAWS will ensure that each such animal has been first examined by a veterinarian and given any required vaccinations and other necessary health care such as deworming and spaying/neutering. In cases where an animal's adoptability is in question (extreme aggressiveness toward humans, dire illness, etc.), a majority vote from a three-member team will be required before the animal may be euthanized. This team will consist of the City's Chief of Police (or an appointed designee), a veterinarian and a representative from CAWS (shelter manager, shelter director or a member of the CAWS Board of Directors). The City's Chief of Police or designee may utilize a behavioral analysis test to determine the adoptable factors of a particular animal. Adoptions will be conducted at the shelter during operating hours. All marketing and promotion of animals awaiting adoption will be responsibility of CAWS. If after adoption, another person claims prior rights of ownership, CAWS staff will inform the City's Police Department and/or ACO of the claimant's contact information.

20. Fees for adoptions and owner relinquishments will be established by CAWS in keeping with its other programs. Current fees are as follows: Dog/Puppies adoption: \$80, Cat/Kitten Adoption: \$35, Owner Surrender: \$35. All such fees shall be the sole property of CAWS.

21. All intake and disposition paperwork assembled and maintained by CAWS with regard to the Delta Animal Shelter shall be shared with the Delta Police Department upon request.

22. All existing animal traps, equipment, freezer, cages, etc. located at the Delta Animal Shelter will, at all times, remain the City's property and will remain at the facility for shared use by the parties. Under no circumstances may City property be removed from the facility itself.

23. CAWS will maintain all required licensing, record keeping and insurance. It will also comply with all terms and conditions of its anticipated formal lease with the City.

24. CAWS will maintain the Delta Animal Shelter in a clean, healthy, sanitary condition at all times. The City's Chief of Police, or designee, may inspect the facility at any time without prior notice. If the facility is found to be in an unsatisfactory condition, the City will immediately notify CAWS in writing, in which event CAWS will have five (5) working days thereafter to rectify the situation. If the unsatisfactory situation persists, this agreement between the parties, and the related lease, may be immediately terminated.

25. Upon termination of this agreement for any reason; CAWS shall provide the City with copies of all records associated with the Delta Animal Shelter. All impounded and quarantined animals kept at the shelter at the time of such termination shall thereupon become the responsibility of the City.

26. Animals belonging to the City known as Marty and Tori shall continue to be kept at the Delta Animal Shelter, and not considered available for adoption, unless otherwise authorized by the City. All maintenance necessities for Marty and Tori shall be the responsibility of the City. Marty and Tori will be the sole permanent residents of the The Delta Animal Shelter unless otherwise authorized by the City.

27. CAWS will obtain written approval from the City before making any improvement to the animal shelter.

28. CAWS and City of Delta retain the right to terminate this agreement at any time. However, except in the event of a mutual agreement to terminate earlier, or under circumstances described in paragraph 23 above, termination shall not become effective until the 30th day after written notice of intent to terminate is provided by one party to the other.

29. This agreement shall be governed by the laws of the State of Colorado. Venue for any legal dispute between the parties shall be in the Courts of Delta County, Colorado.

30. Breach of this agreement by either party shall entitle the other party to pursue all consistent legal and/or equitable remedies afforded by Colorado law. In addition to other remedies, a non-defaulting party may recover from a defaulting party all reasonable attorney fees and Court costs incurred for the enforcement of rights under this agreement.

31. In all respects, this agreement is intended to establish an independent contractor relationship between the parties. No employment, agency, partnership, co-venture or other similar relationship is contemplated hereby. The liability, indemnification and insurance provisions appearing in paragraphs 8 and 9 of the parties' concurrently executed lease agreement shall be deemed to apply equally to this agreement.

32. This agreement shall not be assignable by either party without the other's prior written consent.

33. Notwithstanding any other provision to the contrary, this agreement and the related lease referred to in paragraph 1 shall be subject to annual review by the parties.

34. CAWS representatives and/or volunteers shall not impair and/or hinder the performance of a governmental function, by a public servant, which includes animals considered Police evidence.

In Witness Whereof, the parties hereto have set their hands and seals on the day and year first above written.

City of Delta, Colorado

CAWS

By: \_\_\_\_\_  
Joe Kerby, Delta City Manager

By: \_\_\_\_\_  
Rand Kokernot, President

\_\_\_\_\_  
Robert Thomas, Delta Police Chief

\_\_\_\_\_  
JoAnn Kalak, Secretary





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

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## MEMO

To: City Council  
From: Joe Kerby, City Manager  
Date: December 30, 2011  
Subject: Citizens for Animal Welfare and Shelter Agreement

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### **Recommendation**

It is recommended that the Council approve the Agreement for Operation of Animal Shelter with Citizens for Animal Welfare and Shelter.

### **Background**

In 2010 and 2011 the Animal Enforcement/Shelter budget was reduced as a result of continuing financial challenges for the City. The City in previous years had a FULL time Animal Control Officer as well as a PART time Animal Shelter employee. The Animal Control Officer resigned in 2010 and the Animal Shelter Employee retired. We have replaced them with two PART time employees that focus primarily on the animal shelter. Other than Police Officers responding to calls for vicious/aggressive animals and/or dog bites we have had virtually no enforcement. The Chief of Police and I have searched for alternatives that would allow us to manage with the reduced funding while trying to provide an acceptable level of service.

In May of 2011 a Request for Qualifications was sent out to the local Animal Welfare groups that the City of Delta was aware of within Delta County. The purpose of this was to solicit proposals for an organization to possibly operate our shelter. The concept is for us to try a new recipe which consists of partnering with a local non-profit who has the passion, interest, and capability to operate our shelter. Using this approach we are hoping to accomplish four things:

- 1) Continued operation of our animal shelter at a reduced cost
- 2) Expand our ability to adopt out animals
- 3) Provide the City the ability to focus on enforcement
- 4) To provide an opportunity for a local non-profit to potentially establish the beginnings of a regional approach

We received two responses to the Request for Qualifications. The responses were from “Critic Haven” and “CAWS”. The proposals were reviewed and based on the evaluations we began attempting to negotiate a framework with CAWS that we could bring to City Council for consideration. We have spent the last 6 months working with CAWS and have held two work sessions with Council on this topic. We believe we now have two agreements that are ready for

Council consideration/approval:

- 1) Agreement for Operation of Animal Shelter
- 2) Lease of Municipal Property for Animal Shelter

The Agreement is basically a Memorandum of Understanding which outlines how the concept will work and what the City and CAWS are agreeing to. The Lease is a separate agreement that covers CAWS ability to utilize City Property for the purposes of providing the Animal Shelter and Adoption services.

**Cost**

The City will continue to pay for all Utilities. The City will pay to CAWS a per day fee of \$12.00 per day for animals from the City with a not to exceed figure of \$60.00(5 days). The City will pay to CAWS a per day fee of \$7.50 for quarantined animals for the duration of the quarantine. Owners of reclaimed animals will be required to pay fees to the City prior to taking possession of their animals. These fees will go towards offsetting the city's expenses with CAWS. We have budgeted our projected revenues and expenses with this in mind as part of the 2012 adopted budget.

**Action to be Taken if Approved**

CAWS will begin the shadowing period immediately and will take over operations of the Shelter as of 4/1/2012. In the meantime, staff effective as of January 3, 2012 has increased the Shelter Employee hours by 10 hours per week which will increase the City expenditures by about \$1,500 for the period of January 3<sup>rd</sup> to April 1<sup>st</sup>, 2012 at which time she will become an employee of CAWS. In addition, as of January 3<sup>rd</sup> 2012 our Animal Control Officer who previously assisted with shelter responsibilities will primarily be focused on Animal Enforcement efforts. The Animal Control Officer is budgeted at 20 hours a week so this is not a FULL time position.

**Suggested Motion**

I move the City of Delta approve the "Lease of Municipal Property for Animal Shelter"

## LEASE OF MUNICIPAL PROPERTY FOR ANIMAL SHELTER

This Agreement, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of Delta, Colorado, a Colorado municipal corporation of P.O. Box 19, Delta, Colorado 81416 (hereinafter referred to as "Landlord"), and Delta County Citizens for Animal Welfare and Shelter, a Colorado non-profit corporation of 211 Grand Avenue, Paonia, Colorado 81428 (hereinafter referred to as "Tenant" or as "CAWS"), is to witness:

1. **Leased Premises.** The property hereby leased by Landlord to Tenant (hereinafter collectively referred to as "the premises") consists of land located at 640 West 4<sup>th</sup> Street in Delta, Colorado which is more particularly described on Exhibit A attached hereto, including all improvements and fixtures thereon and appurtenances thereto, and also all appliances, equipment and inventory used in and upon the land for present purposes of an animal pound as more particularly described on Exhibit B attached hereto.

2. **Term of Lease.** The term of this Lease shall commence at 8:30 a.m. on April 1, 2012 and shall continue for an indefinite term thereafter until formally terminated by either party upon at least thirty (30) days prior written notice delivered to the other party.

3. **Rent Payments.** No rent shall be required of Tenant under this lease. Tenant's consideration provided for this lease consists of its other promises made hereunder and under a separate agreement with Landlord dated January 3, 2012 and entitled Agreement for Operation of Animal Shelter.

4. **Utilities.** During the term of this Lease, Landlord shall pay or waive the costs of any and all municipal and private utility services presently being furnished to the premises (i.e. water, sewer, electricity, natural gas, trash collection), but excluding, however, telephone, cable television and internet service. Any additional utilities desired by Tenant that are not to be paid or waived by Landlord under this paragraph shall be arranged and paid for exclusively by Tenant. Any utility deposits paid by Tenant for its separate utilities shall remain the property of Tenant.

5. **Maintenance.** In all respects, Tenant shall be exclusively responsible for making minor repairs and generally keeping the leased premises in a neat, safe and orderly condition. Tenant shall also comply with all State and local laws regarding maintenance of the leased premises for the sake of public health, safety and welfare including, but without limitation, those which require removal of snow, ice and other debris from sidewalks and other areas and prevention of nuisances and environmental hazards. Nothing in this paragraph is intended to make Tenant responsible for costs of repair or replacement which are in excess of \$75.00 per event or occurrence.

6. **Improvements by Tenant.** Tenant shall make no alteration or structural improvement of the leased premises without Landlord's express written consent; and Landlord agrees not to unreasonably withhold such consent. Unless the parties hereafter agree otherwise in writing, any and all improvements actually made by Tenant with Landlord's consent shall become part of the leased premises owned by Landlord, and no part of the cost or value thereof shall be reimbursable to Tenant.

7. **Relationship of Parties.** No partnership, co-venture, agency, employment or other relationship beside one of landlord and tenant is intended by the parties under this agreement.

8. **Liability.** Tenant shall assume full responsibility for its own use of the leased premises and its activities conducted thereon. Tenant agrees to indemnify and defend Landlord against, and hold it harmless from, any and all types and amounts of legal liability arising from or related to

Tenant's use and occupancy of the premises and the conduct of Tenant's business operations thereon, including any events attributable to Tenant which may result in injury to or death of persons, or loss of or damage to property of Tenant or other third parties. It is nevertheless provided that Landlord shall be liable for such injury, death, loss or damage which may be solely and proximately caused by Landlord's own negligent act or omission.

9. **Insurance.** During the term of this lease, each party shall be responsible for carrying and paying for any insurance deemed necessary for the protection of its own property and business assets that could sustain damage or loss as the result of any fire or other casualty occurring on or near the leased premises. At all times during the duration of this Lease, Tenant shall also keep in effect with reputable carriers, comprehensive liability insurance covering its business operations and other responsibilities hereunder in an amount equal to \$600,000.00, or the amount required for the maintenance of its Colorado license, whichever amount is lesser. The policy of said insurance shall endorse Landlord as an additionally insured party. Landlord shall be entitled to at least ten days prior written notice of any prospective cancellation and/or non-renewal of Tenant's comprehensive liability insurance policy required by this paragraph. (Attached hereto as Exhibit C is evidence of Tenant's current comprehensive and general liability insurance coverage required by this Lease, which Landlord acknowledges to be satisfactory.)

10. **Taxes.** During the lease term, Landlord shall be solely responsible for payment of property taxes, if any, that are levied and/or assessed against the leased premises, it being understood that Landlord, as a municipality, is exempt from paying ad valorem taxes. Business operation taxes including, without limitation, all sales and excise taxes, payroll withholding taxes and other similar taxes shall be Tenant's sole and exclusive responsibility to pay.

11. **Tenant's Additional Covenants.** Tenant specifically covenants as follows:

- (a) To use the leased premises strictly for operating the business of an animal shelter and pound in specific accord with the aforementioned separate agreement executed by the parties on January 3, 2012 and entitled Agreement for Operation of Animal Shelter. Tenant shall neither conduct nor permit any disorderly conduct, noise or nuisance tending to annoy or disturb persons occupying any adjoining premises.
- (b) To continuously maintain the license required by the State of Colorado for operation of an animal shelter, to notify Landlord in writing of any change in the status of such license, and to provide all information regarding the status of such license that may be reasonably requested by Landlord throughout the term of this lease. (Tenant's current license is #76-4295-11, which the parties acknowledge to be issued through February 28, 2012.)
- (c) To allow Landlord, and its duly authorized agents, to enter upon the leased premises for purposes of inspection at all reasonable times.
- (d) To conduct all of its business operations in a careful manner calculated to protect its own property and that of Landlord. Specifically, Tenant agrees to tolerate no conduct or activity by its employees and volunteers that would unreasonably increase the cost of insurance upon Landlord's property.
- (e) To promptly notify Landlord of all events of loss or damage to Landlord's property resulting from fire or other casualty and of any defects or hazards discovered in the property.

12. **Termination**. This lease may be terminated immediately by either party upon the other party's material breach or default of its terms and its failure to cure or rectify said breach within fifteen working days of delivery of written notice of the breach from the non-defaulting party. Otherwise, discretionary termination desired by either party may also occur upon thirty (30) days prior written notice as provided in paragraph 2 hereinabove. At the option of either party, termination shall also occur upon occurrence of any substantial event of destruction to the leased premises or upon any condemnation or other taking of all or any substantial part of the leased premises by a governmental agency; provided that all insurance and/or condemnation payments attributable to the leased premises shall, in any event, be Landlord's exclusive property, and provided further that Tenant shall be entitled to pro rata refunds of any and all utility payments previously made.

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

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

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

16. **Assignment and Sublease**. Tenant shall neither assign its interest in this Lease nor sublease all or any part of the subject premises without Landlord's prior written consent. Landlord agrees not to unreasonably withhold such consent.

17. **Notices**. Written notices required by this lease shall be deemed properly delivered when mailed by certified mail, with return receipt requested, to the pertinent party at the address listed on page one of this lease or at such other address as a party may hereafter designate in writing to the other party.

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

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

Tenant:

CAWS

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Landlord:

CITY OF DELTA

By: \_\_\_\_\_  
City Manager

W 4TH ST

640 W 4th St

City of Delta  
Public Works Compound

City of Delta  
Animal Shelter



0 15 30 60 Feet





COUNCIL BILL # \_\_\_\_\_, 2012

ORDINANCE NO. \_\_\_\_\_, 2012

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

ADOPTED AND ORDERED PUBLISHED ON SECOND AND FINAL READING ON  
\_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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



Exhibit A

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

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

Total Perimeter of disconnection 16592.67 Ft.



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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: December 30, 2011  
Subject: Resolution #1, 2012; Authorizing the April 3, 2012 Election to be Conducted by Mail Ballot

---

### **Recommendation**

Staff recommends that Council adopt Resolution #1, 2012, authorizing the April 3, 2012 Regular Municipal Election to be conducted by mail ballot.

### **Background**

Our last municipal polling place election was the recall election in May of 2003. Since that time, all Delta municipal elections have been either been November coordinated elections at which TABOR issues were on the ballot, or April mail ballot elections held with the assistance of the Delta County Clerk and Recorder's Office. Voter turnout has increased since the City switched to mail ballot elections – from 7% for the last April polling place election to over 40% for the 2006 April mail ballot election. In addition, new rules and regulations governing how elections are run since adoption of the Help America Vote Act (HAVA) have made elections even more complicated to conduct. For these reasons, staff recommends holding the 2012 election by mail ballot with the assistance of the Delta County Clerk and Recorder's Office.

### **Cost**

The County has submitted with an IGA an estimated cost of the election of \$6500. There may also be incidental expenses for public notices for which the City was responsible under the IGA

### **Action to be Taken if Approved**

The City Clerk's office will proceed to plan for a mail ballot election to be conducted with the assistance of the Delta County Clerk and Recorder's Office. .

### **Suggested Motion**

I moved to adopt Resolution #1, 2012.

Resolution #1, 2012

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

WHEREAS, the City of Delta has a Regular Municipal Election on April 3, 2012; and

WHEREAS, the General Assembly of the State of Colorado has enacted provisions for the governing board of any political subdivision to hold an election by mail ballot; and

WHEREAS, the City Council of the City of Delta desires that the registered electors of the City of Delta have the opportunity to vote by mail in said Election;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, that the City of Delta shall conduct its election of April 3, 2012, as a Mail Ballot Election in accordance with Title 1, Article 7.5 of the Colorado Revised Statutes and the Municipal Election Code, as modified by requirements of the City Charter or ordinances.

Dated this \_\_\_\_ day of January, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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



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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: December 30, 2011  
Subject: Intergovernmental Agreement for April 3, 2012 Mail Ballot Election

---

### **Recommendation**

Staff recommends that City Council authorize the City Clerk to sign the Intergovernmental Agreement with the Delta County Clerk and Recorder for the April 3, 2012 Mail Ballot Election.

### **Background**

The intergovernmental agreement with Delta County for the conduct of the election is now being presented for approval.

### **Cost**

The last page of the document shows the estimated costs associated with the election.

### **Action to be Taken if Approved**

The City Clerk and the County Clerk and Recorder will sign the agreement and preparations for the April 3, 2012 Mail Ballot Election will proceed.

### **Suggested Motion**

I move to authorize the City Clerk to execute the Intergovernmental Agreement with the Delta County Clerk and Recorder for the April 3, 2012 Mail Ballot Election.

INTERGOVERNMENTAL AGREEMENT  
DELTA COUNTY and CITY OF DELTA

This Intergovernmental Agreement between Delta County, acting through its Clerk and Recorder ("Clerk"), and the City of Delta ("City"), acting through its City Clerk ("City Clerk"), is authorized by 29-1-201, *et seq.*, C.R.S.

1. PURPOSE: Pursuant to the terms of this Agreement, the Clerk and the City agree to the scheduling and conducting of a mail ballot Municipal Election on April 3, 2012. For all purposes of this Agreement, the Clerk shall be the „clerk’ as defined in 31-10-102, C.R.S. The City hereby designates its City Clerk as an “Election Official” who shall have primary responsibility for election procedures that are the responsibility of the City pursuant to this Agreement. The election shall be held under the provisions of the Municipal Election Code (Title 31, Article 10 of the Colorado Revised Statutes) except as otherwise required by the Mail Ballot Act, 1-7.5-101, *et. seq.*, C.R.S., and/or the rules promulgated by the Secretary of State.

2. DELEGATION OF AUTHORITY: The City Council has determined that the April 3, 2012 election shall be by mail ballot. Pursuant to 1-7.5-104, C.R.S., the City Clerk, as the designated election official, hereby delegates and transfers to the Clerk all such power, authority and duties which reside in the City Clerk for these purposes. The responsibilities of the Clerk shall be as described on Exhibit “City of Delta Mail Ballot Election, April 3, 2012 responsibilities.”

3. PRECINCTS & POLLING PLACE LOCATIONS: Precincts shall be as established by Chapter 2.68 of the Delta City Code. Ballots will be mailed to each active registered voter between March 12, 2012 and March 16, 2012 per C.R.S. 1-7.5-107 (3)(a). The Elections Division of the Delta County Clerk and Recorder’s Office at the Delta County Courthouse, 501 Palmer Street, Suite 211, Delta, CO will be available for registered electors to request ballots, pick up returned mail ballots, vote and/or deposit mail ballots during regular business hours March 16, 2012 through April 2, 2012 (Monday – Friday) and from 7:00 AM to 7:00 PM on Election Day April 3, 2012.

4. APPOINTMENT OF ELECTION JUDGES: All election judges and/or deputy clerks shall be appointed and trained by the Clerk, except as otherwise required by the City Charter or the Municipal Election Code.

5. LEGAL NOTICES: Publication of any required legal notices concerning the City’s mail ballot election, which are to be published prior to certification of the ballot content to the Clerk, shall be the responsibility of the City. A copy of the published legal notice shall be submitted to the Clerk for her records.

Publication of notices required by the Municipal Election Code and/or the Mail Ballot Election Act, which are to be published after certification of the ballot contents to the Clerk, shall be the responsibility of the City. Additional notices shall be the responsibility of the City. Notice to the Secretary of State, pursuant to 1-7.5-105, C.R.S. shall be made by the Clerk, along with notice of the proposed mail ballot plan.

6. RECEIVING AND PROCESSING OF PETITIONS: Any necessary petition process for the City shall be the responsibility of the City. The Clerk shall provide voter registration lists as required and requested by the City Clerk.

7. COLORADO POLITICAL FINANCE/FAIR CAMPAIGN PRACTICES ACT: The City Clerk shall administer compliance with the Colorado Political Finance/Fair Campaign Practices Act (CPF/FCPA).

8. BALLOT CONTENTS: Delta Municipal Code Section 2.68.080 provides for the circulation of nomination petitions between the seventieth day and the fiftieth day prior to the election, and for amending insufficient petitions by the forty-second day prior to the election. Ballot contents must be certified to the Clerk by the City Clerk, in its exact form, as soon as practical following the close of nominations on February 21, 2012. The ballot contents must be delivered to the Clerk at 501 Palmer, Suite 211, Delta, Colorado. It is understood that the Mail Ballot Election Act requires the mailing of ballots between the 22<sup>nd</sup> and 18<sup>th</sup> day prior to the election.

9. TABOR NOTICES: The City Clerk shall provide TABOR notice to the Clerk if required. In which event, the Clerk shall be responsible for copying and mailing TABOR notices in accordance with the Colorado Constitution Article X Section 20

10. PREPARATION FOR ELECTION: The Clerk shall be responsible for preparing and submitting the mail ballot plan to the Secretary of State by February 8, 2012. The Clerk shall be responsible for preparing and printing sample ballots and the ballot packages for the Mail Ballot Municipal Election. Print on the ballot pages shall be in 10 point type or larger and shall be in accordance with the Municipal Election Code. The Clerk shall also be responsible for providing sealed ballot boxes for the designated depository location and the mailing of mail ballot packages. The Clerk shall be responsible for implementing a walk-in balloting site in accordance with the Rules and Regulations of the Secretary of State. The Clerk shall be responsible for testing voting equipment.

11. CONDUCT OF ELECTION: The Clerk shall be responsible for the conduct of the Municipal Election, pursuant to Title 31, Article 10 of the Colorado Revised Statutes, including the appointment of judges and watchers.

12. VERIFICATION OF SIGNATURES: In every mail ballot election that is coordinated with or conducted by the county clerk and recorder, an election judge shall compare the signature on the self-affirmation on each return envelope with the signature of the eligible elector stored in the statewide voter registration system in accordance with subsections (2), (3), and (4) of 1-7.5-107.3. If a signature is determined not to match, the county clerk and recorder shall send a letter explaining the discrepancy and a form for the eligible elector to confirm that the elector returned a ballot to the county clerk and recorder. If the county clerk and recorder receives the form within eight days after election day confirming that the elector returned a ballot to the county clerk and recorder with required ID, the ballot shall be counted.

13. MAIL-IN VOTING: All requests for Mail-In ballots shall be transmitted for processing and ballot distribution to the Delta County Clerk & Recorder, 501 Palmer, Suite 211, Delta, CO 81416. The Clerk shall, upon receipt of such request, mail a ballot package to the eligible elector if received by the March 30, 2012 deadline in accordance with 1-7.5-104, C.R.S.

14. TABULATION OF BALLOTS: All processes relating to the tabulation of ballots shall be the responsibility of the Clerk. Unofficial results will be provided on Election Night to the City. Official abstract of votes will be provided to the City, upon completion of the counting of all ballots by April 12, 2012
15. CANVASS OF VOTES: The canvass of votes will be the responsibility of the City, pursuant to C.R.S. 31-10-1201. The City shall issue its certificate(s) of election results upon receipt of the official results from the Clerk.
16. ALLOCATION OF COST OF ELECTION: The City shall reimburse the Clerk for the election costs incurred by the Clerk pursuant to this Agreement. Such reimbursement shall be made to the Clerk within thirty days of the City's receipt of billing from the Clerk. The Clerk's determination regarding such costs shall be final and at her sole discretion and shall not be subject to dispute unless clearly unreasonable.
17. INDEMNIFICATION: The City agrees to indemnify, defend and hold harmless the Clerk from any and all loss, costs, demands or actions, arising out of or related to any actions, errors or omissions of the City in completing the City's responsibilities relating to the April 3, 2012 election.
18. AGREEMENT NOT EXCLUSIVE: The Clerk may enter into other substantially similar agreements with other municipalities for conduct of other elections.
19. VENUE: Venue for any dispute hereunder shall be in the District Court of Delta County.
20. CANCELATION OF ELECTION: The governing body may also provide that, if the only matter before the voters is the election of persons to office and if, at the close of business on the nineteenth day before the election, there are not more candidates than offices to be filled at such election, including candidates filing affidavits of intent, the clerk, if instructed by resolution of the governing body, shall cancel the election and the City by resolution declare the candidates elected. Notice of such cancellation shall be published, if possible, in order to inform the electors. Any expenditure already incurred shall be the responsibility of the Town in the event the election is cancelled.

THIS AGREEMENT has been executed by the parties hereto as of the dates and year written below.

DELTA COUNTY CLERK AND RECORDER      CITY OF DELTA, COLORADO

\_\_\_\_\_  
Ann B. Eddins

\_\_\_\_\_  
Jolene Nelson, City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City of Delta Mail Ballot Election  
April 3, 2012  
Responsibilities and Estimated Cost

<b>Activity</b>	<b>Municipal Clerk</b>	<b>County Clerk</b>	<b>Est. Cost to Municipality</b>	<b>Comments</b>
Prepare nomination petition packets, distribute, accept, and verify petitions, Administer CPF/FCPA	X			All inquiries should be sent to the Municipal Clerk's Office
Accept Absentee Ballot Applications		X		Forms available at County Clerk's Office – only for mailing ballots to an address other than the registered address
Mail ballot plan prepared and submitted to Secretary of State		X		CRS 1-7.5-105
Sign Intergovernmental Agreement	X	X		
Preliminary list of registered voters		X		To check petitions
Certify Ballot to County Clerk	X			
Appoint Judges		X		
Program Ballot using Boss		X		
Print Ballots		X		
Hardware Testing		X		
Public Logic and Accuracy Testing	X	X		
Cost of envelopes		X		
Assembling ballot packets		X		
Receive returned ballots, verify signatures and process		X		
Count and tabulate ballots		X		
Publish election notice	X			
<b>Election Day – Office Hours 7:00 A.M. to 7:00 P.M.</b>		X		
Canvass election returns	X			
Certify Results	X			
<b>Estimated Expenses</b>			<b>\$6500.00</b>	





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

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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: December 27, 2011  
Subject: Written Plan for April 3, 2012 Mail Ballot Election

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### **Recommendation**

Attached for your review is the written plan for the April election. This is being presented as information only. No action is needed.

### **Background**

The written plan utilizes a template prepared by the Secretary of State and follows the State statutes and the Secretary of State's rules for conducting a mail ballot election. One of the dates required on the plan's timetable is the date the plan was given to the governing body. Therefore, I like to place it on the Agenda, even though it doesn't require approval, so that I have a record in the minutes of when the plan was given to Council.

The Mail Ballot Statute requires the plan to be in the Secretary of State's hands 55 days before the election (February 8<sup>th</sup>). The SOS has 15 days to approve.

### **Cost**

There is no cost to the City.

### **Action to be Taken**

The written plan will be submitted by the Delta County Clerk and Recorder's office by the deadline.

### **Suggested Motion**

A motion is not necessary.

# MAIL BALLOT PLAN

## COORDINATED OR OTHER NON-PARTISAN ELECTIONS

COLORADO SECRETARY OF STATE  
1700 BROADWAY, SUITE 200  
DENVER, COLORADO 80290  
PHONE: 303-894-2200  
FAX: 303-869-4861

### INTRODUCTION

In accordance with section 1-7.5-105, C.R.S., and the Colorado Secretary of State Election Rule 12, the designated election official responsible for conducting a mail ballot election must submit a written mail ballot plan to the Secretary of State. This mail ballot plan must be submitted no later than fifty-five (55) days prior to any coordinated or non-partisan election. Please see Election Rule 12.4.1 for more information.

This standard fillable form is designed to aid you in your completion and submission of the required mail ballot plan. This form may be completed online and then saved to your computer. Once you have saved the form to your computer, you will be able to submit the entire plan to the Secretary of State's office via email, regular mail, or fax. Please refer to the instruction section below for more complete guidance.

*NOTE: Pursuant to section 1-7.5-104, C.R.S., a mail ballot election may not be held for elections or recall elections that involve partisan candidates.*

### INSTRUCTIONS

(Please read this section **COMPLETELY**. Failure to do so may result in undue delay in the approval of your plan.)

Spaces and check boxes are provided below for each required aspect of the mail ballot plan. Please fill out the form in its entirety, making sure to check all boxes where applicable. Additional pages may be attached to the end of the mail ballot plan if necessary.

Election Rule 12.4.1 requires the submission of a sample secrecy sleeve or envelope and a written timetable. A copy of the Secretary of State approved secrecy sleeve is included at the end of this form. Please review the secrecy sleeve and indicate your usage of the approved sleeve by checking the box associated with the secrecy sleeve (Item "21." of the mail ballot plan). Additionally, a written timetable is provided at the end of this fillable form. Please fill in the date column of the timetable to indicate the date or range of dates for each required occurrence.

When you have checked each applicable box and supplied all required information, please save the form to your computer. Once the form is saved, you may choose your method of submittal (email, regular mail, or fax); however, we request that you email your plan as an attachment to [state.electiondivision@sos.state.co.us](mailto:state.electiondivision@sos.state.co.us).

Please contact Ben Schler via phone at 303-894-2200 ext. 6342 or via email at [benjamin.schler@sos.state.co.us](mailto:benjamin.schler@sos.state.co.us) with any questions you may have.

**ATTENTION HOME RULE MUNICIPALITIES**

The Secretary of State will not review the mail ballot plan of any home rule municipality that fails to read and affirm the following declaration. Please indicate your affirmation by checking the box.



Although I am submitting this plan on behalf of a home rule municipality, this mail ballot election will be conducted in accordance with state law. As such, this plan does not contain any locally-adopted election procedures that differ from the state procedures set forth in the Colorado Mail Ballot Election Act (Sections 1-7.5-101 through 1-7.5-111, C.R.S.) or in Election Rule 12.

**Name of person submitting plan:** Rene Loy

Address: 501 Palmer St. Ste 211 Delta Co 81416

Political Subdivision: Delta County

Email: rloy@deltacounty.com

1. **Date of the election:** April 3, 2012
2. **Type and name of the jurisdiction(s) involved in the election** (Example: county, municipality, special district, school district, etc.): Municipality
3. **Description of the type of election to be conducted** (Example: coordinated election, recall election, special election, etc.): Municipal Election
4. **Citation of the statute or home rule charter provisions authorizing the election:** [Section 1-7.5-105, C.R.S.] (please add any additional statutes authorizing the mail ballot election for the jurisdictions involved)
5. **Estimated number of eligible electors:** 4972 Total Voters (3242 Active Voters)

- ☒ Between 22 and 18 days before the election, the designated election official will mail to each active registered elector a mail ballot packet.  
[Section 1-7.5-107(3), C.R.S.]
- ☐ No later than 45 days prior to the election the designated election official will send a mail ballot packet to each active registered **UOCAVA** elector. [Section 1-8-103.5, C.R.S.]

6. **Name of the designated election official who will be responsible for all aspects of the election:** [Rule 12.4.1]  
Jolene Nelson City Clerk
7. **If the election is NOT being conducted by the County Clerk and Recorder, an indication of whether the County Clerk and Recorder will assist in the election for the entity other than by providing a list of registered electors and other information required by statute** (Please check the appropriate box): [Rule 12.4.1]

- ☒ Yes, the County Clerk and Recorder will assist in the election for the entity other than by providing a list of registered electors and other information required by statute. (If yes, please read the following statement regarding use of county voting systems, check the corresponding box if applicable, and provide the requested information.)
- ☐ The County Clerk and Recorder will assist in the election for the entity by providing voting systems to be used by the entity during the election. The make and model number of the voting systems to be used is as follows:

Make(s):

Model Number(s):

- ☐ No, the County Clerk and Recorder will not assist in the Election for the entity other than by providing a list of registered electors and other information required by statute.

**8. The address and hours of operation for all “drop-off locations.”** **Note:** For security reasons, unmonitored freestanding drop-off locations located out-of-doors are not allowed: [Rule 12.4.1]

1 # of drop-off locations

In the space below please provide the address and hours of operation for each drop-off location (attach additional pages if necessary):

Delta County Clerk and Recorders Office

501 Palmer St. Ste 211

Delta Co. 81416

8:30 a.m. - 4:30 p.m. Monday - Friday

7:00 a.m. - 7:00 p.m. Election Day

Please check one of the boxes below:

- ☒ All drop-off locations and any walk-in voting locations will be located within the political subdivision.
- ☐ At least one or all drop-off locations will be located outside of the county, municipality, or special district. Such drop-off locations are within reasonable proximity to the political subdivision or the majority of electors. The reasons for requesting permission from the Secretary of State for such drop-off locations are as follows:

**9. For elections coordinated by the County Clerk and Recorder, the total number of walk-in voting locations (or service centers), and the location and hours of operation for each walk-in voting location:** [Rule 12.4.1]

1 # of walk-in voting locations

In the space below please provide the address for each walk-in location:

Delta County Clerk and Recorders Office

501 Palmer St. Ste 211

Delta Co. 81416

8:30 a.m. - 4:30 p.m. Monday - Friday

7:00 a.m. - 7:00 p.m. Election Day

- ☐ Walk-in voting locations will not be utilized because this election is being conducted as an independent mail ballot election that is not coordinated with the County Clerk and Recorder.

**10. Number of accessible voting machines anticipated being used for walk-in voting locations in elections coordinated by the County Clerk and Recorder:** [Section 1-5-705, C.R.S.]

N/A      # of accessible voting machines

- ☐ The use of accessible voting machines is not applicable because the election will not be coordinated by the County Clerk and Recorder.

**11. Length of time accessible voting machines will be available for walk-in voting in elections coordinated by the County Clerk and Recorder:** (Please include the dates and hours of operation.)

Example: April 12, 2010 through May 3, 2010, 8:00 a.m. to 5:00 p.m., Monday through Friday; and 7:00 am to 7:00 pm. on May 4<sup>th</sup>.

N/A

- ☐ The use of accessible voting machines is not applicable because the election will not be coordinated by the County Clerk and Recorder.

**12. Please complete the written timetable near the end of this form. You must provide a date or a range of dates for each occurrence listed in the left-hand column of the timetable.**

**13. Indication of how postage will be handled for ballot packets returned as undeliverable** (Please read and indicate your compliance by checking the box):

- ☒ As the designated election official, I hereby affirm that ballot packets will be marked **“DO NOT FORWARD. RETURN SERVICE REQUESTED,” “RETURN POSTAGE GUARANTEED,”** or any other similar language that is in accordance with United States Postal Service regulations. [§1-7.5-107(3)(a), C.R.S.]

**14. Indication of procedures to be followed to ensure compliance with statutes and rules, including persons responsible for each stage** (Please read and indicate your compliance by checking each box):

- ☐ As the designated election official, I hereby affirm that I have read and understand Article 7.5 of Title 1, C.R.S. and Secretary of State Election Rule 12 and that appropriate measures and procedures will be undertaken to ensure compliance with these statutes and rules.

- ☒ If the designated election official is not the person responsible for such compliance, please check the box and indicate the person responsible:

Individual responsible for compliance: Ann B Eddins Delta County Clerk

- ☐ The designated election official will supervise the distributing, handling, counting of ballots and the survey of returns in accordance with rules promulgated by the Secretary of State and will take the necessary steps to protect the confidentiality of the ballots cast and the integrity of the election. [Section 1-7.5-105(3), C.R.S.]

- ☒ If the designated election official is not the person responsible for such compliance, please check the box and indicate the person responsible:

Individual responsible for compliance: Ann B Eddins Delta County Clerk

- ☒ The Postmaster or local postal representative has been or will be notified of the election and provided with the design of the ballot packet to ensure that postal standards are met:
  - ☒ A ballot packet has been or will be subject to a “Tap Test” by a local postal representative to ensure that all relevant mailing information is visible through the envelope window.
  - ☒ At least one ballot packet has been or will be submitted to the local postal representative to ensure that the ballot packet has been printed correctly.
- ☒ For elections where multiple ballots will be included in the same packet or will be sent in separate packets, the ballots and return envelopes shall include distinctive markings or colors to identify political subdivisions when the colors or distinctive markings will aid in the distribution and tabulation of the ballots. [Rule 12.5.2]

Not applicable for the following reason(s) (Please check all that apply):

- ☐ This election is being conducted as an independent mail ballot election that is not coordinated with the County Clerk and Recorder.
- ☐ This election will be conducted with the use of one ballot containing all candidates and ballot issues for the coordinating jurisdictions.
- ☒ For all coordinated elections where more than one mail ballot is being mailed or polling place elections are being held as well as the mail ballot election, the outgoing envelope as well as the instructions or other notice shall have the following notice:

This may not be your only ballot. Other elections may be held by other political subdivisions by mail or by polling place.

[Rule 12.5.5.]

- ☒ All deposited ballots will be counted as provided in Article 7.5 of Title 1, C.R.S. and by rules promulgated by the Secretary of State. A mail ballot will be valid and counted only if it is returned in the return envelope, the self-affirmation on the return envelope is signed and completed by the eligible elector to whom the ballot was issued, and the information on the return envelope is verified. [Section 1-7.5-107(6), C.R.S.]
- ☒ If the election official determines that an eligible elector to whom a replacement ballot has been issued has voted more than once, the first ballot returned by the elector will be considered the elector’s official ballot. [Section 1-7.5-107(6), C.R.S.]

**15. Description of procedures to be used to ensure ballot security at all stages of the process (Please read and indicate your compliance by checking each box):**

- ☒ The ballot or ballot label will contain the following warning:

WARNING:

Any person who, by use of force or other means, unduly influences an eligible elector to vote in any particular manner or to refrain from voting, or who falsely makes, alters, forges, or counterfeits any mail ballot before or after it has been cast, or who destroys, defaces, mutilates, or tampers with a ballot is subject, upon conviction, to imprisonment, or to a fine, or both.

[Section 1-7.5-107(3)(b), C.R.S.]

- ☒ The return envelope will have printed on it a self-affirmation substantially in the following form:

I state under penalty of perjury that I am an eligible elector; that my signature and name are as shown on this envelope; that I have not and will not cast any vote in this election except by the enclosed ballot; and that my ballot is enclosed in accord with the provisions of the "Uniform Election Code of 1992.

Date: \_\_\_\_\_ Signature of Voter: \_\_\_\_\_.

[Section 1-7.5-107(3)(b.5), C.R.S.]

- ☒ When not being processed, ballot packets will be placed in a safe, secure area under the supervision of the designated election official, election judge, or person designated by the designated election official.
- ☒ A replacement ballot may be requested if the ballot was destroyed, spoiled, lost, or not received by the elector. The elector requesting the replacement ballot must complete a sworn statement in compliance with section 1-7.5-107(3)(d)(I), C.R.S. The form may be mailed to an elector along with their mail ballot packet, however, it must be returned to the election official on or before election day. [Section 1-7.5-107(3)(d), C.R.S.]
- ☒ Ballots will not be left unattended while being processed. After processing is complete, ballots will be placed in a safe and secure area. Access to the secure area shall be determined by the County Clerk and Recorder or designated election official.

**16. Description of procedures for maintaining privacy and security of accessible voting machines to be used in an election coordinated by the County Clerk and Recorder** (If this section does not apply to you, please check the box marked "Not applicable and then indicate the reason(s) why this section does not apply to you):

- ☐ At the voter's request, the election judge will instruct the voter on the use of the accessible machine. [Rule 9]
- ☐ Each accessible voting device will be positioned as to protect each voter's privacy while voting. [Rule 12.12.3]
- ☐ For elections coordinated by the County Clerk and Recorder, a security plan will be submitted in accordance with Rule 43 in addition to the mail ballot plan, if such security plan has not already been received by the Secretary of State. [Rule 43]
- ☐ In an election coordinated by the County Clerk and Recorder, if a voter surrenders a mail ballot to the designated election official and votes in-person on an accessible device provided for the election, the accessible device will be subject to the privacy, security and accuracy standards set forth in the Election Rules and Title 1, C.R.S. [Rule 12.12]



- ☒ Not applicable for the following reason(s) (Please check all that apply):
- ☐ This election is being conducted as an independent mail ballot election that is not coordinated with the County Clerk and Recorder.
- ☒ This election will be conducted with the use of paper ballots; no voting machines will be involved in this election.

**17. Description of procedures to be used for signature verification** (Please read and indicate your compliance by checking each box. If this section does not apply to you, please check the box marked "Not applicable").: [Section 1-7.5-107.3, C.R.S.]

- ☐ **Not applicable** as this election is being conducted as an independent mail ballot election that is not coordinated with or conducted by the County Clerk and Recorder.
- ☒ An election judge will compare the signature on the self-affirmation on each return envelope with the signature of the eligible elector stored in the statewide voter registration system.
- ☒ If, upon comparing the signature on the self-affirmation on the return envelope with the signature of the eligible elector stored in the statewide voter registration system, the election judge determines that the signatures do not match, two other election judges of different political party affiliations will simultaneously compare the signatures.
- ☒ If both other election judges agree that the signatures do not match, the County Clerk and Recorder will, within three days after the signature deficiency has been confirmed, but in no event later than two days after the election day, send a letter to the eligible elector explaining the discrepancy in signatures and a form for the eligible elector to confirm that the elector returned a ballot to the County Clerk and Recorder.
- ☒ If the County Clerk and Recorder receives the form within eight days after the election confirming that the elector returned a ballot to the County Clerk and Recorder and enclosing a copy of the elector's identification, and if the ballot is otherwise valid, the ballot will be counted.
- ☒ If the eligible elector returns the form indicating that the elector did not return a ballot to the County Clerk and Recorder, or if the eligible elector does not return the form within eight days after election day, the self-affirmation on the return envelope will be categorized as incorrect, the ballot will not be counted, and the County Clerk and Recorder will send copies of the eligible elector's signature on the return envelope and the signature stored in the statewide voter registration system to the District Attorney for investigation.
- ☒ An original return envelope with an enclosed secrecy envelope containing a voted ballot that is not counted due to a discrepancy in signatures in accordance with the above procedures will be stored under seal in the office of the County Clerk and Recorder in a secure location separate from valid return envelopes and may be removed only under the authority of the District Attorney or by order of a court having jurisdiction.
- ☒ In the case of a disagreement among the election judges as to whether the signature of an eligible elector on the self-affirmation on the return envelope matches the signature of the eligible elector stored in the statewide voter registration system, the mail ballot will be counted in the same manner as ballots received in valid, verified return envelopes.

- ☒ An election judge will not determine that the signature of an eligible elector on the self-affirmation does not match the signature of that eligible elector stored in the statewide voter registration system solely on the basis of substitution of initials or use of a common nickname.

**18. Description of Procedures to be used for ballots returned by electors who have not previously voted in Colorado and have failed to include proper proof of identification:** [Section 1-7.5-107(3.5)(d), C.R.S.]

- ☒ Upon receipt of a mail ballot, from an elector who has not previously voted in Colorado, which does not contain a proper form of identification as required under section 1-7.5-107(3.5)(b), C.R.S., the designated election official will, within three days after receipt of the mail ballot, but in no event later than two days after election day, send to the eligible elector a letter explaining the lack of compliance with section 1-7.5-107(3.5)(b), C.R.S.
- ☒ If the designated election official receives a copy of identification in compliance with section 1-7.5-107(3.5)(b), C.R.S. within eight days after election day, and if the mail ballot is otherwise valid, the mail ballot will be counted.

**19. Description of procedures to ensure privacy by use of a secrecy sleeve or secrecy envelope so receiving judges cannot tell how the elector voted** (Please read and indicate your compliance by checking the box):

- ☒ To protect the voter's privacy, a secrecy sleeve or envelope will be included in the mail ballot package. [Section 1-7.5-106(1), C.R.S.]

**20. Description of procedures to be used to reconcile ballots issued, ballots received, defective ballots and substitute ballots** (Please read and indicate your compliance by checking each box):

- ☒ Ballots will be date stamped upon receipt. Each day when ballots come in, a judge will count the ballots, batch them, and record the number of ballots received including those that were returned as undeliverable. [Rule 12.7.3]
- ☒ The designated election official or the County Clerk and Recorder will maintain a daily reconciliation log containing the number of ballots issued, returned, and outstanding. [Rule 12.7.2]

**21. Please review the Secretary of State approved Secrecy Sleeve with Voter Instructions at the bottom of this fillable form.** (Please read the following statement and indicate your compliance by checking the box):

- ☒ As the designated election official, I hereby affirm that the Secretary of State approved secrecy sleeve with voter instructions or voter instructions page as included at the end of this form will be used in the mail ballot election.
- ☐ *(Check this box only if you plan to use a secrecy sleeve other than the Secretary of State approved secrecy sleeve that is included at the end of this form)*  
As the designated election official, I hereby affirm that the political jurisdiction will be using the attached secrecy sleeve, which is in substantial compliance with the requirements set forth by the Secretary of State.

# MAIL BALLOT PLAN TIMETABLE COORDINATED OR OTHER NON-PARTISAN ELECTIONS

COLORADO SECRETARY OF STATE

1700 BROADWAY, SUITE 200

DENVER, COLORADO 80290

PHONE: 303-894-2200

FAX: 303-869-4861

In accordance with Election Rule 12.4, the designated election official must prepare a written timetable for conducting the mail ballot election with specific dates or range of dates when each activity is to be completed.

Please complete the following timetable by supplying the following dates or range of dates on the right:

**Date:**

Date copy of written plan was submitted to the governing body [Rule 12.4.1]	01/17/2012
Date of approval of election by governing body [Rule 12.4.1]	01/17/2012
Date by which local jurisdictions must submit notice of election to the County Clerk and Recorder if the County Clerk will assist with the election (no later than 40 days before the election) [Section 1-5-303(1), C.R.S.; Rule 12.4.1]	02/23/2012
Date by which local jurisdictions must submit notice of election to the county assessor, if property owners are eligible to vote in the election (no later than 40 days before the election) [Section 1-5-304(1), C.R.S.]	N/A
Date by which the County Clerk and Recorder must submit the list of eligible electors to the local jurisdiction conducting the mail ballot election. Also, for special district elections, the date by which the county assessor must submit the list of property owners who are eligible to vote in the election to the jurisdiction. (No later than 30 days before the election) [Section 1-7.5-107(2), C.R.S.]	N/A
Date of close of registration (29 days before the election) [Section 1-2-201(3), C.R.S.]	03/05/2012
Date ballots will be mailed (no sooner than 22 days before the election and no later than 18 days before the election) [Section 1-7.5-107(3), C.R.S.]	03/12/2012
Date ballots will be made available at the designated election official's office, or the office designated in the Mail Ballot Plan (no sooner than 22 days prior to the election) [Section 1-7.5-107(3), C.R.S.]	03/12/2012
Date verification and counting of ballots will begin (counting may begin 15 days	03/19/2012

<p>Date of publication of notice of election, including information regarding walk-in voting and accessible voting options.(no later than 20 days before the election) [§§1-5-705, 1-7.5-107(2.5), C.R.S.]</p>	<p>03/14/2012</p>
<p>Date of election</p>	<p>04/03/2012</p>

## Frequently Asked Questions:

### Where can I drop off my ballot?

**DELTA COUNTY COURTHOUSE  
501 PALMER ST. STE 211  
DELTA CO 81416**

**8:30 a.m. - 4:30 p.m. Monday – Friday  
7:00 a.m. – 7:00 p.m. Election Day**

### What do I do if I make a mistake, damage or lose my ballot?

You may request a Replacement Ballot by calling **970-874-2153** or **970-874-5903** during regular business hours, **8:30- 4:30 Monday - Friday** or on Election Day from 7:00 a.m. to 7:00 p.m.

### How do I know you received my ballot?

To verify that your Mail-In Ballot was received by the Elections Office, please call **970-874-2153** or **970-874-5903** or visit SOS Website [www.govotecolorado.com](http://www.govotecolorado.com)

### I've heard that mail ballots are only counted if there are close races. Is that true?

No. All ballots, both polling place and mail, are counted in the same manner. All valid mail ballots are counted in every election in Colorado, regardless of the outcome or closeness of any race.

## **Secrecy Sleeve with Voter Instructions** **CITY OF DELTA MUNICIPAL ELECTION** **APRIL 3, 2012**

### What are the contents of my Official Mail Ballot Packet?

- Official Ballot
- Secrecy Sleeve with Voter Instructions
- Official Return Envelope

### How do I vote my ballot?

Follow all the voting instructions shown on your ballot. After you have marked all your voting choices and finished voting:

1. Refold your ballot along the original fold lines.
2. Place your voted ballot in the Secrecy Sleeve.
3. Place the Secrecy Sleeve (with voted ballot) into the Official Return Envelope.
4. Sign and date the "Affidavit of Voter" located on the back of the Official Return Envelope. See example below.

**Only one voter's ballot is permitted in your Official Return Envelope.**

If more than one ballot is placed in your Official Return Envelope, none of the ballots will be counted.

By law, your signature is required on the **AFFIDAVIT OF VOTER** (located on the back of the Official Return Envelope). If you do not sign the affidavit, your ballot will not be counted.



### **AFFIDAVIT OF VOTER**

I state under penalty of perjury that I am an eligible elector; that my signature and name are as shown on this envelope; that I have not and will not cast any vote in this election except by the enclosed ballot, and that my ballot is enclosed in accord with the provisions of the "Uniform Election Code of 1992."

X George Washington  
Voter's Signature – (Signature Required)

TODAY'S DATE July 4, 1776

\* Witness \_\_\_\_\_

\* In case of applicant's disability or inability to sign personally, his/her mark shall be witnessed by another person.

### Return your ballot

You may return your voted ballot by mail (don't forget to include adequate postage of .44¢) or you may hand deliver your ballot to a designated drop-off location. (See Frequently Asked Questions below.)

Ballots must be RECEIVED at the **Delta** County Elections office and/or Designated Drop-off/Service Center locations by 7:00 p.m. on Election Day in order for your vote(s) to be counted. Ballots received after 7:00 p.m. on Election Day will not be counted.

**Postmarks do not count as a received date.**

**MAIL BALLOT PLAN**  
**COORDINATED OR OTHER NON-PARTISAN ELECTIONS**  
**COLORADO SECRETARY OF STATE**  
**1700 BROADWAY, SUITE 200**  
**DENVER, COLORADO 80290**  
**PHONE: 303-894-2200**  
**FAX: 303-869-4861**

Thank you for accessing the mail ballot plan online form. Please save this form to your computer so that it may be submitted to our office upon completion. Forms should be submitted via email ([state.electiondivision@sos.state.co.us](mailto:state.electiondivision@sos.state.co.us)).

Please feel free to contact Ben Schler via phone at 303-894-2200 ext. 6342 or via email at [benjamin.schler@sos.state.co.us](mailto:benjamin.schler@sos.state.co.us) with any questions you may have.



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

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## MEMO

To: City Council, City Manager  
From: Jolene E. Nelson, City Clerk  
Date: December 30, 2011  
Subject: Designation of Official Posting Site

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### Recommendation

Staff recommends designation of the bulletin board in the south window at City Hall as the official site for posting meeting notices in 2012.

### Background

State law requires Council to designate an official site for posting meeting notices. For the past couple of years, the official site has been the south window at City Hall. This seems to work well, since we see many citizens stopping on the sidewalk outside the window to check the notice board. During 2011, we have also post meeting notices on the bulletin board in the lobby at City Hall, at the Recreation Center, and on the City's website. These, however, were not designated as "official" sites for 2012.

### Cost

There is no cost to the City to designate an official posting site.

### Action to be Taken if Approved

Notices of all City meetings will continue to be posted in the south window at City Hall as the City's official posting site.

### Suggested Motion

I move to designate the south window at City Hall as the official site for posting notices of City meetings in 2012.

Resolution #2, 2012

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

WHEREAS, the City Council has determined that all fees and charges imposed by the City should reflect as much as possible the actual costs and expenses incurred by the City; and

WHEREAS, the City Council has determined that the fees and charges established by this Resolution are reasonable and not excessive;

WHEREAS, after due consideration, the City Council finds it appropriate to raise the membership fees at Devil's Thumb Golf Club; and

WHEREAS, adoption of this Resolution to establish membership fees at Devil's Thumb Golf Club is in the best interest of the City.

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

Section 1. Membership fees for Devil's Thumb Golf Club shall be as follows:

- Unrestricted Membership fees
  - Yearly \$ 950
  - Couple Yearly \$1350
  - Quarterly \$ 325
  - Monthly \$ 135
- Cart Fees
  - 9 Holes \$ 9
  - 18 Holes \$ 16
  - Annual cart \$ 600
  - Couple cart \$ 950
  - Owner cart \$ 450
  - Monthly cart \$ 110
  - Quarterly cart \$ 275
- Green Fees
  - 9 Holes weekday \$ 15
  - 18 Holes weekday \$ 25
  - 9 Holes weekend \$ 20
  - 18 Holes weekend \$ 31



Section 2. Restricted memberships will no longer be available.

Section 3. Membership fees at Devil's Thumb Golf Club shall be in effect starting January 1, 2012.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

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