



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

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

A G E N D A

**Delta City Council
Regular Meeting**

**October 1, 2013
7:00 p.m.**

- A. Pledge of Allegiance**
- B. Changes to the Agenda**
- C. Minutes**
- D. Citizen Comments**
- E. DMEA Acquisition**
- F. Council Bill #6, 2013; Second and Final Reading
Solicitation Regulations**
- G. City Attorney Comments**
- H. City Manager Comments**
- I. Councilmember Comments**

Item A:

Pledge of Allegiance



Item B:

Changes to the Agenda

Mayor Ed Sisson called the meeting to order at 7:00 p.m. Also present were Councilmembers Bill Raley, Robert Jurca, Mary Cooper, and Ray Penick along with City Manager Justin Clifton and City Attorney David Smith. 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 Cooper and seconded by Councilmember Raley to approve the minutes of the September 3, 2013 regular meeting as submitted by the Clerk. All in favor, motion carried.

Citizen Comments

There were none.

Library Historic Fund Project Update

City Manager Justin Clifton stated that the library's historic fund project is ready to move forward with the next phase. Council approved the project in 2012. A representative from the library is here to provide an update on the project.

Annette Choszcyk reported on the progress they have made with the project. The contract has been revised some due to the stabilizing of the foundation as well as some lead paint abatement that will need to be completed.

Councilmember Penick questioned if anyone from the City has reviewed the revised contract.

Ms. Choszcyk stated they have had their attorney review it.

Manager Clifton also stated that most of these contracts are boiler plate; however, should Council be inclined to approve the contract tonight, they could include approval contingent upon review by City officials.

It was moved by Councilmember Penick and seconded by Councilmember Jurca to approve the signing of the Historic Fund contract for the library once it has been reviewed by staff for appropriateness for the City. All in favor, motion carried.

Library Ballot Question Update

Ms. Choszcyk updated Council on the library's ballot question being presented at the November election to increase the mill levy to generate revenue.

There was discussion regarding the attendance at the Delta library.

Regular Meeting, Delta City Council, September 17, 2013 (cont.)

Library Ballot Question Update (cont.)

Ms. Choszczyk requested Council to consider endorsing the ballot question.

Transfer of Ownership: Tavern Liquor License; Throttle and Spurs Saloon

The Clerk explained that K&L Enterprises, LLC has purchased Sports Center Lounge. The business name is now Throttle and Spurs Saloon. The application is complete and all fees have been paid. Staff recommends approval at this time.

It was moved by Councilmember Cooper and seconded by Councilmember Raley to approve the tavern liquor license transfer of ownership for Throttle and Spurs Saloon. All in favor, motion carried.

Hotel/Restaurant Liquor License Renewal; Gabriela's Restaurant

The Clerk reported that Gabriela's Restaurant has submitted their renewal application for their Hotel and Restaurant Liquor License. The application is complete and all fees have been paid. The Delta Police Department is recommending renewal.

It was moved by Councilmember Jurca and seconded by Councilmember Penick to approve the hotel/restaurant liquor license renewal for Gabriela's Restaurant. All in favor, motion carried.

Discussion Regarding Horse Country Arena

Cheryl Adams, 1001 Palmer, stated that she has received a letter from Paul Suppes regarding her animals at the stalls at Horse Country Arena. She explained how she cares for her horses as well as maintains the stalls. She presented Council with various pictures of the animals. She stated they are in good care. She also stated she has paid \$7000 for the rental of the stalls. She needs a place for her horses.

Councilmember Penick questioned over what period of time was the payment she mentioned.

Ms. Adams stated four years.

Mayor Sisson questioned how she exercises her horses.

Ms. Adams stated she exercises the horses three to four times a week.

There was discussion regarding health certificates and bedding for the horses.

Manager Clifton stated that the perspective of staff is not a matter of any particular case. It's not about current renters or even past renters. He admits that accepting a complaint provides an opportunity to focus on an issue. This issue has been discussed with Parks Director Paul Suppes for several months. It's his position that the City is ill-equipped to maintain a long term boarding facility. He also believes it is not a suitable facility for long term boarding. He stated that the other issue is whether these services are provided elsewhere. This is a case that there are other facilities in Delta County that offer this type of service. He is recommending that Council consider eliminating the long term boarding and allow for temporary boarding to accommodate some events that are held as well as possibly animals that are in transit.

Regular Meeting, Delta City Council, September 17, 2013 (cont.)

Discussion Regarding Horse Country Arena (cont.)

Councilmember Cooper stated that this is not the first time this has come up; there have been many discussions before. She is not sure the city should even undertake a temporary facility. She also stated they could have the facility available for a natural disaster, otherwise shut it down. She believes the city does not need to be in this type of business. The city can give ample time for this operation to wind down.

Councilmember Jurca also stated he believes the city should not be in this type of business.

Councilmember Penick questioned who oversees the rentals.

Director Suppes stated that they are reserved at the recreation center just as with rental of parks, then the parks department checks on them.

There was discussion regarding the health certificates and the training staff would need.

Councilmember Penick stated he is leaning toward eliminating the long term rentals. He would need more information before he would agree with also eliminating the short term rentals.

Councilmember Cooper commented that the city would still have to maintain them.

Manager Clifton stated there have been discussions to look at the facility operations more broadly. There's no need to make a concrete discussion tonight. Staff can bring back more information to consider the operations more generally.

Councilmember Raley stated that the facility is already operating on a budget for this year so he would like to see it finish for this year and then make a decision for next year.

Mayor Sisson questioned Ms. Adams as to why she uses this facility.

Ms. Adams stated that using the facility is financially reasonable.

Councilmember Penick stated that the city is competing with private enterprise.

There was a consensus to have staff submit more information at a future meeting.

**Council Bill #6, 2013; First Reading
Solicitation Regulations**

Council Bill #6, 2013

AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING TITLE 5 CHAPTER 5.24 OF THE DELTA
MUNICIPAL CODE

was read by the Clerk.

Manager Clifton stated that staff has composed an ordinance for Council's consideration regarding peddlers and solicitors as discussed at the last meeting. He presented a summary of the ordinance.

Regular Meeting, Delta City Council, September 17, 2013 (cont.)

Councilmember Jurca questioned the permitted hours being 6:00pm or later.

Council Bill #6, 2013 (cont.)

Manager Clifton stated it should read earlier.

It was moved by Councilmember Cooper and seconded by Councilmember Jurca to adopt Council Bill #6, 2013 on first reading with the changes as stated. Roll call vote: Councilmembers Cooper, aye; Jurca, aye; Raley, aye, Penick, aye and Sisson, aye. Motion carried.

City Attorney Comments

There were none.

City Manager Comments

Manager Clifton stated that typically the City has provided employees with a Christmas dinner as well as a breakfast during the summer. An employee committee was formed from a cross section of departments to get feedback from the employees. Based on their feedback the City has scheduled a picnic with activities in the afternoon. This Friday all City offices will be closed starting at 1:00pm to allow everyone to attend the picnic and activities.

He reported that he will be attending the Rocky Mountain Leadership Program on October 21st.

He also reported on the following meetings:

- Community meeting regarding animal control.
- Fiber meeting.
- Forest Service relocation.

Councilmember Comments

Councilmember Cooper also attended the fiber discussion.

Councilmember Penick stated that he agrees with the need to appreciate staff, it helps the city.

The meeting was adjourned at 7:45 p.m.

Jolene E. Nelson, City Clerk

Item D:

Citizen Comments



MEMO

To: City Council
From: Steve Glammeyer, Utilities Director
Date: September 25, 2013
Subject: Purchase and Acquisition of the 2013 Garnet Mesa Electric System and Customers from DMEA



Utilities Department

Recommendation:

It is recommended that the Council approve payment to Delta Montrose Electric Association (DMEA) for the 2013 Garnet Mesa acquisition. See attached map for the area being acquired.

Background:

During the 2012 budget process, staff included money to continue acquisition of facilities and customers in the Garnet Mesa area. Staff informed DMEA in early January of the City's intentions to acquire facilities as indicated on the attached map. Acquisition of facilities and customers need to follow the State Statute for fair compensation.

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

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

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

Cost:

Total cost of the acquisition includes \$156,912.15 for the facilities, \$28,248 for 321 DMEA man-hours, and \$240,742.00 for the 25% of lost future revenue of existing customers over 10 years for a total cost of \$425,903.08. This cost falls within the budgeted amount for 2013.

Alignment With Strategic Planning:

It has been the direction of the City Council to continue to invest in the Municipal Light and Power department, as established by the City Charter, by acquiring accounts and customers from Delta Montrose Electric Association as allowed by State Statute and as provided for in the budget appropriations.

Actions To Be Taken if Approved:

Staff will pay the invoice and begin the work of moving the facilities over to our system. We anticipate having the majority of the customers moved to our system by November 2, if this is approved tonight.



Delta-Montrose Electric Association
 11925 6300 Rd
 PO Box 910
 Montrose, CO 81402

INVOICE: 13332

Invoice Date: 08/16/2013
 Terms: Net 30 Days
 Due Date: 09/15/2013
 Amount Due: \$ 427,398.58

CITY OF DELTA
 ATTN: STEVE GLAMMEYER
 360 MAIN STREET
 DELTA CO 81416

Account: 5080				Page 1 of 1	
Description: CHERRY LANE AREA ACQUISITION					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
PLANT AND EQUIPMENT	1.000	EA	158,407.6500 156,912.15	158,407.65 156,912.15	
COST OF CONSTRUCTION/TRANSFER	1.000	EA	28,248.0000	28,248.00	
PRE-PAYMENT REVENUE - EXISTING ACCOUNTS	1.000	EA	238,742.9300	238,742.93	
PRE-PAYMENT REVENUE - NEW ACCOUNTS	1.000	EA	2,000.0000	2,000.00	

MESSAGES

Subtotal: \$ 427,398.58
 Tax: \$ 0.00
 Total: \$ 427,398.58
 Amount Paid: \$ 0.00
 Amount Due: \$ 427,398.58

RETURN BOTTOM PORTION WITH PAYMENT



Delta-Montrose Electric Association
 11925 6300 Rd
 PO Box 910
 Montrose, CO 81402

Account:	5080
Invoice:	13332
Due Date:	09/15/2013
Amount Due:	\$ 427,398.58 \$ 425,903.08
Amount Of Payment:	_____

Remit To:

CITY OF DELTA
 ATTN: STEVE GLAMMEYER
 360 MAIN STREET
 DELTA CO 81416

DELTA-MONTROSE ELECTRIC ASSOC.
 PO BOX 910
 MONTROSE CO 81402



We energize and serve our communities



August 16, 2013

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

Re: Cherry Lane Area

Dear Steve:

The City of Delta has requested acquisition of select areas around Cherry Lane currently within the municipal boundaries of the City. As allowed under Colorado State Statute C.R.S. 40-9.5-201 and within those guidelines, DMEA hereby invoices The City of Delta as per the attached invoice.

The Acquisition of Property document covers all inventoried material and value after depreciation, (~~\$158,407.65~~). Cost of construction covers man-hours (321) to inventory existing plant, engineering fees, transfer of meters and reintegration costs, (\$28,248.00)

[Handwritten signature]
[Handwritten note: \$156,912.15]

The property being acquired consists of 111 current accounts, DMEA expects the City of Delta to notify these customers once the transfer date has been established.

As allowed under Colorado State Statute, the City of Delta will make payment on the anniversary of plant acquisition to DMEA for a period of ten years an amount equal to twenty-five percent of the gross revenues received by the City for only those customers receiving power at the time of acquisition. The City of Delta will make payment to DMEA for all customers receiving power after the acquisition anniversary at a rate of five percent of gross sales for a period of ten years.

As compensation for the ten-year calculations, DMEA is willing to accept \$238,742.93 for the current accounts and \$2,000.00 for future accounts. If these calculations are acceptable, please confirm by signing the attached agreement. If you have questions, please feel free to give me a call at 240-1299.

Sincerely,

[Handwritten signature]

Dan McClendon
General Manager
Delta-Montrose Electric Association

**ASSETS ACQUISITION AGREEMENT
BETWEEN
CITY OF DELTA
AND
DELTA-MONTROSE ELECTRIC ASSOCIATION**

This Agreement is made and entered into as of August 16, 2013, ("Effective Date") by and between Delta Montrose Electric Association ("DMEA"), a cooperative organized and existing under the laws of the State of Colorado, and the City of Delta ("City"). Reference may be made to either DMEA or City as a "Party," or collectively as the "Parties."

Recitals

A. DMEA is engaged in transmitting and distributing power and energy to its consumers in Delta and Montrose counties.

B. DMEA provides, transmits and distributes power and energy to the area known as Cherry Lane Area ("Acquired Territory") which is located within the incorporated area of the City. The City has exercised its right to acquire DMEA's assets ("Assets") located within the Acquired Territory pursuant to the provisions of C.R.S. 40-9.5-204.

C. This Agreement is intended to provide for the acquisition of the Assets in accordance with its terms.

Now, therefore, in consideration of the Recitals above and the mutual covenants below, the adequacy of which are acknowledged, the Parties agree as follows:

1. **Purchase Price.** The Parties have reviewed the statutory provisions of C.R.S. 40-9.5-204 and using that criteria agree:

- a. The proper value for the Acquisition of the Cherry Lane Area properties is ~~\$158,407.65~~ **\$156,912.15**
- b. Using the existing accounts in the Acquired Territory and using an estimate of one new home to be built each year for the next ten years in the Acquired Territory, the Parties agree that a total payment for the sale of electric power over 10 years within the Acquired Territory will be approximately \$240,742.93
- c. Accordingly, within ten business days of the signing of this Agreement by both parties, the City will pay to DMEA ~~\$427,398.58~~ **\$425,903.08** as the total acquisition price.

2. **Unique Nature of Acquisition Price.** The calculation of the acquisition price is unique for the Cherry Lane Area and the calculation for the ten year value of service, including the pre-payment discount, are not intended to set a precedent for any future acquisitions by the City. Each future acquisition will be separately negotiated using the statutory criteria and any other factors deemed relevant by the Parties at the time.

3. **Liabilities and Hold Harmless.** To the extent permitted by law, DMEA will be responsible for facilities it owns and operates and for providing service to the Acquired Territory prior to the Cut Over Date and DMEA shall hold harmless the City, including its officers, directors, employees, and agents, from any claims arising from the delivery of such power, except where the negligence of the City or its agents was a proximate cause of the injury. To the extent permitted by law, the City will be responsible for facilities it owns and operates and for providing service to the Acquired Territory as of and after the Cut Over Date and the City shall hold harmless DMEA, including its officers, directors, employees, and agents, from any claim arising from the delivery of such power, except where the negligence of DMEA or its agents was a proximate cause of the injury.

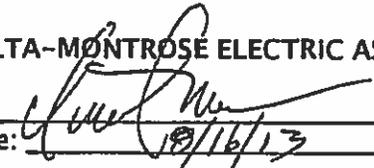
4. **Mutual Assistance.** During the transition between service being provided by DMEA and the City, the Parties will cooperate in the operations of their respective facilities and will to the extent possible coordinate any necessary interruption in service in a manner which causes minimum disruption to the customers of the Acquired Territory.

5. **Modification of Agreement.** This Agreement may be modified, amended, or altered only with the written agreement of the Parties. It shall not set a precedent of any name, nature, kind or consequence in regard to any future agreement between the Parties.

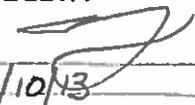
6. **Attorney Fees.** In the event a Party finds it necessary to commence a legal action or proceeding, either judicial or administrative in nature, to enforce the terms and conditions of this Agreement, or obtain a remedy related to such Party's rights hereunder, the prevailing Party shall be entitled to its reasonable attorney fees, incurred prior to the commencement of such proceedings, and during such proceedings, and the costs and expenses incurred in bringing and maintaining such action or proceedings.

IN WITNESS WHEREOF. The Parties have caused this Agreement to be executed by their respective authorized officers or agents.

DELTA-MONTROSE ELECTRIC ASSOCIATION

By: 
Date: 9/16/13

CITY OF DELTA

By: 
Date: 9/10/13

**WO# 14475 - City of Delta Cherry Lane Acquisition
Administrative Hours**

Name	Hours
Dewayne Eller	86
Michelle Kehmeier	23
Matt Moffitt	18
Lana Sulkey	17
Bill Mertz	5
Crews	90
Meter Dept	82
Total Hours	321
Rate per hour	\$ 88.00
Administrative Cost	\$ 28,248.00

Commercial	\$0.0893	Commercial Ave. KWH	9267
Residential	\$0.0895	Residential Ave. KWH	79671
		Total Ave. KWH	88938
		Commercial \$	827.54
		Residential \$	7,130.55
		Total Monthly Ave. Rev. \$	7,958.10
		per 12 Months \$	95,497.17
		25% Revenue \$	23,874.29
		10 Years \$	238,742.93
		Value of Plant \$	158,407.65
		E&A Cost	
		Total \$	397,150.58

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
Terrace View Subdivision - Property Installed in 2008						
K2-350AT	Conductor, UG Service, 350 AL Triplex	92	\$ 473.54	0.0285	5	\$ 406.06
K2-4/OAT	Conductor, UG Service, 4/O AL Triplex	886	\$ 3,337.82	0.0285	5	\$ 2,862.18
M5-0-AL	Stirrup 4/O ACSR DBL	1	\$ 37.97	0.0285	5	\$ 32.56
UD-1/Oc	Conductor, UG Primary, 1/O CIC	410	\$ 2,476.58	0.0285	5	\$ 2,123.67
UG-100	100 KVA Padmount XFMR, 7200-120/240 V	1	\$ 2,612.35	0.0285	5	\$ 2,240.09
UG-15	15 KVA Padmount XFMR, 7200-120/240 V	1	\$ 1,767.60	0.0285	5	\$ 1,515.72
UG6	1 PH Padmounted XFMR W/ Insulating Cap	1	\$ 754.88	0.0285	5	\$ 647.31
UG7	1 PH Padmounted XFMR, Feed Through	1	\$ 810.35	0.0285	5	\$ 694.87
UJ1-4/0	SEC Conn BLK 4POS #2 to 350 MCM	21	\$ 1,313.04	0.0285	5	\$ 1,125.93
UJ2-4-A	Trans Conn Blk 4 Pos 5/8 Stud	6	\$ 174.70	0.0285	5	\$ 149.81
UK6	Secondary Service Pedestal, Underground	6	\$ 2,223.56	0.0285	5	\$ 1,906.70
UM1-2	Plastic Pad Assembly	2	\$ 286.73	0.0285	5	\$ 245.87
UM2-4U1	1 PH OH Source Primary Riser	1	\$ 1,205.51	0.0285	5	\$ 1,033.73
UM5-2U	Secondary Cable Terminal Pole 2"	1	\$ 297.87	0.0285	5	\$ 255.42
UM6-8-2FX	UM6 2" Flex Pipe	706	\$ 1,215.60	0.0285	5	\$ 1,042.38
UM6-8-3FX	UM6 3" Flex Pipe	72	\$ 229.39	0.0285	5	\$ 196.71
			<u>\$ 19,217.48</u>			<u>\$ 16,479.01</u>
Pioneer Village & Cherry Villas - Property Installed in 2006						
K2-350AT	Conductor, UG Service, 350 AL Triplex	100	\$ 514.72	0.0285	7	\$ 412.04
K2-4/OAT	Conductor, UG Service, 4/O AL Triplex	1033	\$ 3,891.60	0.0285	7	\$ 3,115.23
M2-11	Grounding Assembly - Ground Rod Type	1	\$ 65.22	0.0285	7	\$ 52.21
M5-0-477	Stirrup 477 ACSR DBL	1	\$ 64.85	0.0285	7	\$ 51.91
UD-1/Oc	Conductor, UG Primary, 1/O CIC	920	\$ 5,557.21	0.0285	7	\$ 4,448.55
UG-25	25 KVA Padmount XFMR, 7200-120/240 V	2	\$ 4,266.57	0.0285	7	\$ 3,415.39
UG-50	50 KVA Padmount XFMR, 7200-120/240 V	2	\$ 5,147.77	0.0285	7	\$ 4,120.79
UG6	1 PH Padmounted XFMR W/ Insulating Cap	1	\$ 754.88	0.0285	7	\$ 604.28
UG7	1 PH Padmounted XFMR, Feed Through	3	\$ 2,431.04	0.0285	7	\$ 1,946.05
UJ1-4/0	SEC Conn BLK 4POS #2 to 350 MCM	18	\$ 1,125.45	0.0285	7	\$ 900.93
UJ2-4-A	Trans Conn Blk 4 Pos 5/8 Stud	12	\$ 349.40	0.0285	7	\$ 279.70
UK6	Secondary Service Pedestal, Underground	6	\$ 2,223.56	0.0285	7	\$ 1,779.96

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
UM1-2	Plastic Pad Assembly	4	\$ 573.45	0.0285	7	\$ 459.05
UM2-4U1	1 PH OH Source Primary Riser	1	\$ 1,205.51	0.0285	7	\$ 965.01
UM5-2U	Secondary Cable Terminal Pole 2"	1	\$ 297.87	0.0285	7	\$ 238.44
UM6-8-2FX	UM6 2" Flex Pipe	552	\$ 950.43	0.0285	7	\$ 760.82
UM6-8-3FX	UM6 3" Flex Pipe	80	\$ 254.89	0.0285	7	\$ 204.04
Jones - Property Installed in 2006			\$ 29,674.44			\$ 23,754.40
K2-350AT	Conductor, UG Service, 350 AL Triplex	343	\$ 1,765.49	0.0285	7	\$ 1,413.27
U11-4/0	SEC Conn BLK 4POS #2 to 350 MCM	6	\$ 375.16	0.0285	7	\$ 300.31
UK6	Secondary Service Pedestal, Underground	2	\$ 741.19	0.0285	7	\$ 593.32
UM6-8-3FX	UM6 3" Flex Pipe	286	\$ 911.24	0.0285	7	\$ 729.45
6-31 - Property Installed in 2005			\$ 3,793.08			\$ 3,036.55
30-6	Pole, 30' Class 6	1	\$ 659.52	0.0285	8	\$ 509.15
35-6	Pole, 35' Class 6	1	\$ 741.37	0.0285	8	\$ 572.34
E1-2U	Single Down Guy W/ Guy Insulation	1	\$ 175.18	0.0285	8	\$ 135.24
E1-25W	Sidewalk Guy	1	\$ 291.14	0.0285	8	\$ 224.76
F1-2P	Anchor Assembly, 8000 LB, 16" plate	2	\$ 567.27	0.0285	8	\$ 437.93
G-37.5	37.5 KVA Conv XFMR, 7200-120/240 V	1	\$ 2,183.73	0.0285	8	\$ 1,685.84
G39L	1PH XFMR on 3PH Circuit, 7200 V	1	\$ 763.51	0.0285	8	\$ 589.43
J6C	Secondary Assembly Triplex	4	\$ 148.78	0.0285	8	\$ 114.85
K1-1/0AT	Conductor, OH Service 1/0 AL Triplex	148	\$ 340.73	0.0285	8	\$ 263.04
K1-2/0AT	Conductor, OH Service 2/0 AL Triplex	110	\$ 171.61	0.0285	8	\$ 132.48
K1-4/0AT	Conductor, OH Service 4/0 AL Triplex	246	\$ 849.42	0.0285	8	\$ 655.75
K14C	Service Assembly	3	\$ 111.58	0.0285	8	\$ 86.14
M5-0-477	Stirrup 477 ACSR DBL	1	\$ 64.85	0.0285	8	\$ 50.06
WG-1/0	Deadend Wedge Grip, #4 to 1/0	4	\$ 50.29	0.0285	8	\$ 38.83
WG-4/0	Deadend Wedge Grip, 1/0 to 4/0	2	\$ 25.51	0.0285	8	\$ 19.69
Delta County School - Property Installed in 2005			\$ 7,144.47			\$ 5,515.53
K2-350AQ	Conductor, UG Service 350 AL Quad	35	\$ 269.92	0.0285	8	\$ 208.38
M5-0-477	Stirrup 477 ACSR DBL	3	\$ 194.55	0.0285	8	\$ 150.19
M8-11CT1T	Meter 3PH CT 4W WYE 120/208 V (less Meter)	1	\$ 1,490.50	0.0285	8	\$ 1,150.67

FINAL - AUGUST 16, 2013

SEE ATTACHED EXCEL
~~3,036.55~~
 1,540.86



RE: Acquisition

Adam Suppes <adam@cityofdelta.net>
To: Steve Glammeyer <steve@cityofdelta.net>

Fri, Aug 30, 2013 at 11:41 AM

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

From: **Dan McClendon** <dan.mcclendon@dmea.com>
Date: Thu, Aug 29, 2013 at 6:11 PM
Subject: RE: Acquisition
To: Adam Suppes <adam@cityofdelta.net>

Adam

It is my understanding that the 10% fee is separate from the hours included in the other portion of the bill that spells out the labor.

Also, you are correct regarding the Jones' property...there should be a \$1,495.49 reduction on the bill..sorry.

Other questions?

Thanks

Dan

From: Adam Suppes [mailto:adam@cityofdelta.net]
Sent: Friday, August 23, 2013 9:21 AM
To: Dan McClendon
Cc: Steve Glammeyer
Subject: Re: Acquisition

[Quoted text hidden]

[Quoted text hidden]

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
Cassel - Property Installed in 2004						
UD-1/0K	Conductor, UG Primary, 1/0 220 Mill XLP Jacket	1662	\$ 7,983.60	0.0285	8	\$ 6,163.34
UG17	3-PH Pad Mtnd Trnsf Radial Feed	1	\$ 1,217.57	0.0285	8	\$ 939.96
UG3-75	3 PH Pad Mt XFMR - 75 KVA 120/240	1	\$ 7,065.96	0.0285	8	\$ 5,454.92
UM2-6-3UNP1	3-PH Cable Trml Pole, OH Source	1	\$ 3,561.89	0.0285	8	\$ 2,749.78
			<u>\$ 21,783.98</u>			<u>\$ 16,817.24</u>
Property Installed in 2004						
35-6	Pole, 35' Class 6	1	\$ 741.37	0.0285	9	\$ 551.21
A7	1-PH X-Arm Const Deadend (Single)	2	\$ 479.92	0.0285	9	\$ 356.82
D2ACSR	Conductor, #2 ACSR	180	\$ 157.94	0.0285	9	\$ 117.43
K2-4/0AT	Conductor, UG Service, 4/0 AL Triplex	136	\$ 512.35	0.0285	9	\$ 380.93
M2-11	Grounding Assembly - Ground Rod Type	1	\$ 65.22	0.0285	9	\$ 48.49
M42-11-1	Automatic Deadend 2 ACSR	2	\$ 34.99	0.0285	9	\$ 26.02
M5-0-477	Stirrup 477 ACSR DBL	1	\$ 64.85	0.0285	9	\$ 48.21
M5-0-AL	Stirrup 4/0 ACSR DBL	1	\$ 37.97	0.0285	9	\$ 28.23
M5-1	Hot Line Clamp, #6 - #336 ACSR	1	\$ 32.40	0.0285	9	\$ 24.09
UD-2-220	Conductor, UG Prim. #2XLP	243	\$ 689.38	0.0285	9	\$ 512.55
UG-25	25 KVA Padmount XFMR, 7200-120/240 V	1	\$ 2,133.29	0.0285	9	\$ 1,586.10
UG6	1 PH Padmounted XFMR W/ Insulating Cap	1	\$ 754.88	0.0285	9	\$ 561.25
UI2-4-A	Trans Conn Blk 4 Pos 5/8 Stud	3	\$ 87.35	0.0285	9	\$ 64.95
UM1-2	Plastic Pad Assembly	1	\$ 143.36	0.0285	9	\$ 106.59
UM2-4	1-PH Cable Term Pole W/ Intermediate Arrester	1	\$ 1,283.19	0.0285	9	\$ 954.05
UM6-8-2FX	UM6 2" Flex Pipe	106	\$ 182.51	0.0285	9	\$ 135.70
			<u>\$ 7,400.95</u>			<u>\$ 5,502.62</u>
Mason - Property Installed in 2001						
G-25	25 KVA Conv XFMR, 7200-120/240 V	1	\$ 1,958.51	0.0285	12	\$ 1,288.70
G9	1 PH XFMR @ Tangent, 7200 V	1	\$ 626.96	0.0285	12	\$ 412.54
K1-2AT	Conductor, Service, #2 AL Triplex	101	\$ 198.87	0.0285	12	\$ 130.86
K14C	Service Assembly	1	\$ 37.19	0.0285	12	\$ 24.47
K16C	Service Assembly	1	\$ 48.75	0.0285	12	\$ 32.08
K2-4/0AT	Conductor, UG Service, 4/0 AL Triplex	165	\$ 621.60	0.0285	12	\$ 409.01
M2-11	Grounding Assembly - Ground Rod Type	1	\$ 65.22	0.0285	12	\$ 42.91
M5-0-AL	Stirrup 4/0 ACSR DBL	1	\$ 37.97	0.0285	12	\$ 24.99

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
6-16 - Property Installed in 2001						
UM5-2"	Secondary Cable Terminal Pole	1	\$ 351.10	0.0285	12	\$ 231.02
UM6-8-2FX	UM6 2" Flex Pipe	120	\$ 206.61	0.0285	12	\$ 135.95
WG-1/0	Deadend Wedge Grip, #4 to 1/0	2	\$ 25.15	0.0285	12	\$ 16.55
			<u>\$ 4,177.92</u>			<u>\$ 2,749.08</u>
30-7 Pole, 30' Class 7						
G-10	10 KVA Conv XFMR, 7200-120-240 V	1	\$ 319.44	0.0285	12	\$ 210.19
G9	1 PH XFMR @ Tangent, 7200 V	1	\$ 1,500.93	0.0285	12	\$ 987.61
J6C	Secondary Assembly Triplex	1	\$ 626.96	0.0285	12	\$ 412.54
K1-2AT	Conductor, Service, #2 AL Triplex	2	\$ 74.39	0.0285	12	\$ 48.95
K14C	Service Assembly	115	\$ 226.44	0.0285	12	\$ 148.99
K2-4/OAT	Conductor, UG Service, 4/0 AL Triplex	1	\$ 37.19	0.0285	12	\$ 24.47
M2-12	Pole Protection Plate Type	171	\$ 644.20	0.0285	12	\$ 423.89
M5-0-AL	Stirrup 4/0 ACSR DBL	1	\$ 55.84	0.0285	12	\$ 36.74
UM5-2"	Secondary Cable Terminal Pole	1	\$ 37.97	0.0285	12	\$ 24.99
UM6-8-2FX	UM6 2" Flex Pipe	1	\$ 351.10	0.0285	12	\$ 231.02
WG-1/0	Deadend Wedge Grip, #4 to 1/0	126	\$ 216.95	0.0285	12	\$ 142.76
		4	\$ 50.29	0.0285	12	\$ 33.09
			<u>\$ 4,141.70</u>			<u>\$ 2,725.24</u>
Services - Installed in 2008						
K1-2AT	Conductor, Service, #2 AL Triplex	170	\$ 334.73	0.0285	5	\$ 287.03
K16C	Service Assembly	2	\$ 97.50	0.0285	5	\$ 83.61
K2-4/OAT	Conductor, UG Service, 4/0 AL Triplex	510	\$ 1,918.62	0.0285	5	\$ 1,645.22
UM6-8-2FX	UM6 2" Flex Pipe	510	\$ 880.77	0.0285	5	\$ 755.26
WG-1/0	Deadend Wedge Grip, #4 to 1/0	4	\$ 50.29	0.0285	6	\$ 41.69
			<u>\$ 3,281.92</u>			<u>\$ 2,812.81</u>
Services - Installed in 2007						
K1-2AT	Conductor, Service, #2 AL Triplex	70	\$ 137.83	0.0285	6	\$ 114.26
K16C	Service Assembly	1	\$ 48.75	0.0285	6	\$ 40.42
WG-1/0	Deadend Wedge Grip, #4 to 1/0	2	\$ 25.15	0.0285	6	\$ 20.85
			<u>\$ 211.73</u>			<u>\$ 175.52</u>
Services - Installed in 2006						
K2-4/OAT	Conductor, UG Service, 4/0 AL Triplex	685	\$ 2,576.97	0.0285	7	\$ 2,062.86

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
UM6-8-2FX	UM6 2" Flex Pipe	685	\$ 1,183.00	0.0285	7	\$ 946.99
Services - Installed in 2004						
K2-1/0AT	Conductor, UG Service, 1/0 AL Triplex	135	\$ 381.65	0.0285	9	\$ 283.75
UM6-8-2FX	UM6 2" Flex Pipe	135	\$ 233.15	0.0285	9	\$ 173.34
Services - Installed in 2002						
K2-4/0AT	Conductor, UG Service, 4/0 AL Triplex	130	\$ 489.06	0.0285	11	\$ 335.74
UM6-8-2FX	UM6 2" Flex Pipe	130	\$ 224.51	0.0285	11	\$ 154.13
Services - Installed in 2001						
K1-2AT	Conductor, Service, #2 AL Triplex	100	\$ 196.90	0.0285	12	\$ 129.56
K16C	Service Assembly	1	\$ 48.75	0.0285	12	\$ 32.08
K2-1/0AT	Conductor, UG Service, 1/0 AL Triplex	50	\$ 141.35	0.0285	12	\$ 93.01
UM6-8-2FX	UM6 2" Flex Pipe	50	\$ 86.35	0.0285	12	\$ 56.82
WG-1/0	Deadend Wedge Grip, #4 to 1/0	2	\$ 25.15	0.0285	12	\$ 16.55
Services - Installed in 1999						
K1-2AT	Conductor, Service, #2 AL Triplex	310	\$ 610.39	0.0285	14	\$ 366.84
K16C	Service Assembly	4	\$ 195.01	0.0285	14	\$ 117.20
K2-1/0AT	Conductor, UG Service, 1/0 AL Triplex	130	\$ 367.51	0.0285	14	\$ 220.87
UM6-8-2FX	UM6 2" Flex Pipe	130	\$ 224.51	0.0285	14	\$ 134.93
WG-1/0	Deadend Wedge Grip, #4 to 1/0	8	\$ 100.58	0.0285	14	\$ 60.45
Services - Installed in 1997						
K2-4/0AT	Conductor, UG Service, 4/0 AL Triplex	123	\$ 462.73	0.0285	16	\$ 251.72
UM6-8-2FX	UM6 2" Flex Pipe	123	\$ 212.42	0.0285	16	\$ 115.56
Services - Installed in 1996						
K1-2AT	Conductor, Service, #2 AL Triplex	432	\$ 850.61	0.0285	17	\$ 438.49
K16C	Service Assembly	5	\$ 243.76	0.0285	17	\$ 125.56

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
WG-1/0	Deadend Wedge Grip, #4 to 1/0	10	\$ 1,220.10	0.0285	17	\$ 64.81
						\$ 628.96

Depreciation - 1/2 of Cost per CRS 40-9.5-204

Koch - Property Installed in 1995						
30-6	Pole, 30' Class 6	1	\$ 659.52	0.5		\$ 329.76
G-15	15 KVA Conv XFMR, 7200-120-240 V	1	\$ 1,589.64	0.5		\$ 794.82
G9	1 PH XFMR @ Tangent, 7200 V	1	\$ 626.96	0.5		\$ 313.48
16C	Secondary Assembly Triplex	2	\$ 74.39	0.5		\$ 37.20
K1-2AT	Conductor, Service, #2 AL Triplex	100	\$ 196.90	0.5		\$ 98.45
M2-12	Pole Protection Plate Type	1	\$ 55.84	0.5		\$ 27.92
M5-0-AL	Stirrup 4/0 ACSR DBL	1	\$ 37.97	0.5		\$ 18.99
WG-1/0	Deadend Wedge Grip, #4 to 1/0	2	\$ 25.15	0.5		\$ 12.57
			\$ 3,266.36			\$ 1,633.18

Reedern Lutheran - Property Installed in 1995						
M5-0-AL	Stirrup 4/0 ACSR DBL	1	\$ 37.97	0.5		\$ 18.99
M8-CT3T	Meter 1 PH CT 3W 240 V (less Meter)	2	\$ 2,176.91	0.5		\$ 1,088.46
UD-1/0C	Conductor, UG Primary, 1/0 CIC	414	\$ 2,500.75	0.5		\$ 1,250.38
UG-25	25 KVA Padmount XFMR, 7200-120/240 V	1	\$ 2,133.29	0.5		\$ 1,066.64
UG6	1 PH Padmounted XFMR w/ Insulating Cap	1	\$ 754.88	0.5		\$ 377.44
UI2-4-A	Trans Conn Blk 4 Pos 5/8 Stud	3	\$ 87.35	0.5		\$ 43.68
UM1-2	Plastic Pad Assembly	1	\$ 143.36	0.5		\$ 71.68
UM2-4UI	1 PH OH Source Primary Riser	1	\$ 1,205.51	0.5		\$ 602.76
			\$ 9,040.02			\$ 4,520.01

West Cherry Lane - Property Installed in 1983						
30-6	Pole, 30' Class 6	2	\$ 1,319.03	0.5		\$ 659.52
35-6	Pole, 35' Class 6	1	\$ 741.37	0.5		\$ 370.68
A7	1-PH X-Arm Const Deadend (Single)	1	\$ 239.97	0.5		\$ 119.98
A7-1	1-PH X-Arm Const Deadend (Single)	1	\$ 308.94	0.5		\$ 154.47
D2ACSR	Conductor, #2 ACSR	588	\$ 515.91	0.5		\$ 257.96
E1-2	Single Down Guy Thru Bolt	1	\$ 113.82	0.5		\$ 56.91
E1-2I	Single Down Guy W/ Guy Insulation	1	\$ 175.18	0.5		\$ 87.59

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
E1-4J	Single Down Guy Thru Bolt Type	1	175.18	0.5		\$ 87.59
F1-2P	Anchor Assembly, 8000 LB, 16" Plate	3	850.92	0.5		\$ 425.46
G-25	25 KVA Conv XFMR, 7200-120/240 V	1	1,958.51	0.5		\$ 979.25
G9	1 PH XFMR @ Tangent, 7200 V	1	626.96	0.5		\$ 313.48
K10C	Service Assembly	2	71.10	0.5		\$ 35.55
K1-2AT	Conductor, Service, #2 AL Triplex	388	763.97	0.5		\$ 381.99
K14C	Service Assembly	3	111.58	0.5		\$ 55.79
K2-1/OAT	Conductor, UG Service, 1/O AL Triplex	160	453.46	0.5		\$ 226.73
K2-4/OAT	Conductor, UG Service, 4/O AL Triplex	305	1,149.02	0.5		\$ 574.51
M42-11-1	Automatic Deadend 2 ACSR	4	69.98	0.5		\$ 34.99
UJ1-44/O	SEC Conn BLK 4POS #2 to 350 MCM	3	187.57	0.5		\$ 93.79
UK6	Secondary Service Pedestal, Underground	1	370.59	0.5		\$ 185.30
UM5-2"	Secondary Cable Terminal Pole	1	351.10	0.5		\$ 175.55
UM6-8-2"	ConduIt, PVC 2" SCH 40	115	468.34	0.5		\$ 234.17
UM6-8-2FX	UM6 2" Flex Pipe	205	352.97	0.5		\$ 176.48
WG-1/O	Deadend Wedge Grip, #4 to 1/O	7	88.02	0.5		\$ 44.01
Sunrise Mesa Subdivision - Property Installed in 1979			11,463.46			\$ 5,731.73
K2-4/OAT	Conductor, UG Service, 4/O AL Triplex	209	787.36	0.5		\$ 393.68
M5-0-AL	Stirrup 4/O ACSR DBL	1	37.97	0.5		\$ 18.99
UD-1/OUK	Conductor, UG Primary, 1/O 220 MIL XLP Jacket	1386	6,657.81	0.5		\$ 3,328.90
UG-25	25 KVA Padmount XFMR, 7200-120/240 V	4	8,533.14	0.5		\$ 4,266.57
UG7	1 PH Padmounted XFMR, Feed Through	4	3,241.38	0.5		\$ 1,620.69
UI1-44/O	SEC Conn BLK 4POS #2 to 350 MCM	9	562.73	0.5		\$ 281.36
UI2-4-A	Trans Conn Blk 4 Pos 5/8 Stud	12	349.40	0.5		\$ 174.70
UK6	Secondary Service Pedestal, Underground	3	1,111.78	0.5		\$ 555.89
UM1-2	Plastic Pad Assembly	4	573.45	0.5		\$ 286.73
UM2-4U1	1 PH OH Source Primary Riser	2	2,411.04	0.5		\$ 1,205.52
UM3-1-C	Prim Cbl Term, 1/O 220 MIL, 15 KV JK	1	227.85	0.5		\$ 113.93
UM6-8-2FX	UM6 2" Flex Pipe	159	273.77	0.5		\$ 136.88
			24,767.68			\$ 12,383.84

Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
First Baptist Church - Property installed in 1979						
35-6	Pole, 35' Class 6	3	2,224.10	0.5		1,112.05
A1	1-PH Prim Single Support	1	83.68	0.5		41.84
A5	1-PH Prim Deadend (Single)	1	110.62	0.5		55.31
A6	1-PH Prim Vertical Deadend (Double)	1	173.46	0.5		86.73
A7	1-PH X-Arm Const Deadend (Single)	1	239.97	0.5		119.98
D2ACSR	Conductor, #2 ACSR	646	566.81	0.5		283.40
E1-2	Single Down Guy Thru Bolt	2	227.65	0.5		113.82
F1-2P	Anchor Assembly, 8000 LB, 16" Plate	2	567.28	0.5		283.64
G10	1 PH XFMR @ Deadend 7200 V	1	626.96	0.5		313.48
G-50	50 KVA Conv XFMR, 7200-120/240 V	1	2,627.17	0.5		1,313.59
K14C	Service Assembly	2	74.39	0.5		37.20
K1-6ALDU	Conductor, OH Service #6 AL Duplex	141	216.58	0.5		108.29
K2-500AT	Conductor, UG Service, 500 AL Triplex	101	739.53	0.5		369.77
M2-11	Grounding Assembly - Ground Rod Type	1	65.22	0.5		32.61
M2-12	Pole Protection Plate Type	2	111.66	0.5		55.83
M26-5S03	100W 120V HPS Street Light	1	441.36	0.5		220.68
M40-10T1	Wraplok Topole 2 ACSR	1	16.01	0.5		8.00
M41-2-2	Spool Tie 2 ACSR	1	7.54	0.5		3.77
M42-11-1	Automatic Deadend 2 ACSR	8	139.96	0.5		69.98
M5-0-477	Stirrup 477 ACSR Dbl	1	64.85	0.5		32.42
M8-CT3W	Meter 1 PH CT 3W 240 V (Less Meter)	1	1,315.49	0.5		657.75
UM5-3"	Secondary Cable Terminal Pole	1	366.18	0.5		183.09
UM6-8-3"	Conduit, PVC 3" SCH 40	66	318.52	0.5		159.26
WG-2	Deadend Wedge Grip, #6 to #2	2	22.78	0.5		11.39
Huff - Property installed in 1972			11,347.74			5,673.87
30-6	Pole, 30' Class 6	10	6,595.14	0.5		3,297.57
35-6	Pole, 35' Class 6	17	12,603.23	0.5		6,301.61
A1	1-PH Prim Single Support	5	418.39	0.5		209.19
A5	1-PH Prim Deadend (Single)	4	442.45	0.5		221.23
A5-4	1-PH Prim Tap	1	149.96	0.5		74.98

FINAL - AUGUST 16, 2013

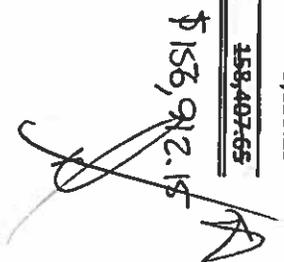
Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
A6	1-PH Prim Vertical Deadend (Double)	1	\$ 173.46	0.5		\$ 86.73
A7	1-PH X-Arm Const Deadend (Single)	1	\$ 239.97	0.5		\$ 119.98
A8	1-PH X-Arm Const Deadend (Double)	1	\$ 371.94	0.5		\$ 185.97
A9-1	1-PH X-Arm Const Single Line Arm	1	\$ 181.39	0.5		\$ 90.70
D4ACSR7	Conductor, #4 ACSR	1686	\$ 1,001.48	0.5		\$ 500.74
D6CUHD	Conductor, #6 CUHD	2180	\$ 1,266.14	0.5		\$ 633.07
E1-2	Single Down Guy Thru Bolt	1	\$ 113.82	0.5		\$ 56.91
E1-2I	Single Down Guy W/ Guy Insulation	1	\$ 175.18	0.5		\$ 87.59
E1-4I	Single Down Guy Thru Bolt Type	7	\$ 1,226.24	0.5		\$ 613.12
F1-4P	Anchor Assembly, 12,000LB, 20" Plate	5	\$ 1,526.80	0.5		\$ 763.40
F1-4S	Anchor Assembly, 12,000LB, Screw Type	3	\$ 452.62	0.5		\$ 226.31
G10	1 PH XFMR @ Deadend 7200 V	6	\$ 3,761.76	0.5		\$ 1,880.88
G-10	10 KVA Conv XFMR, 7200-120-240 V	7	\$ 10,506.50	0.5		\$ 5,253.25
G-25	25 KVA Conv XFMR, 7200-120/240 V	5	\$ 9,792.55	0.5		\$ 4,896.28
G-37.5	37.5 KVA Conv XFMR, 7200-120/240 V	1	\$ 2,183.73	0.5		\$ 1,091.87
G9	1 PH XFMR @ Tangent, 7200 V	7	\$ 4,388.73	0.5		\$ 2,194.36
J6C	Secondary Assembly Triplex	33	\$ 1,227.44	0.5		\$ 613.72
J7C	Secondary Assembly Triplex	2	\$ 65.23	0.5		\$ 32.62
K1-1/0AT	Conductor, OH Service 1/0 AL Triplex	150	\$ 345.32	0.5		\$ 172.66
K1-2ACSR	Conductor, OH Service #2 ACSR	323	\$ 283.40	0.5		\$ 141.70
K1-2AT	Conductor, Service, #2 AL Triplex	425	\$ 836.83	0.5		\$ 418.41
K14C	Service Assembly	19	\$ 706.71	0.5		\$ 353.35
K1-6ALDU	Conductor, OH Service #6 AL Duplex	25	\$ 38.40	0.5		\$ 19.20
K2-1/0AT	Conductor, UG Service, 1/0 AL Triplex	75	\$ 212.56	0.5		\$ 106.28
K2-4/0AT	Conductor, UG Service, 4/0 AL Triplex	38	\$ 143.15	0.5		\$ 71.58
M2-11	Grounding Assembly - Ground Rod Type	12	\$ 782.65	0.5		\$ 391.33
M2-12	Pole Protection Plate Type	3	\$ 167.50	0.5		\$ 83.75
M26-5V01	175W 120V MV Yard Light	3	\$ 920.38	0.5		\$ 460.19
M42-11-2	Automatic Deadend 4 ACSR	2	\$ 29.08	0.5		\$ 14.54
M5-0-AL	Stirrup 4/0 ACSR DBL	3	\$ 113.92	0.5		\$ 56.96
UD-1/0C	Conductor, UG Primary, 1/0 CIC	97	\$ 585.93	0.5		\$ 292.96
UD-1/0JK	Conductor, UG Primary, 1/0 220 MIL XLP Jacket	128	\$ 614.87	0.5		\$ 307.43
UJ1-4A/0	SEC Conn BLK 4POS #2 to 350 MCM	6	\$ 375.16	0.5		\$ 187.58

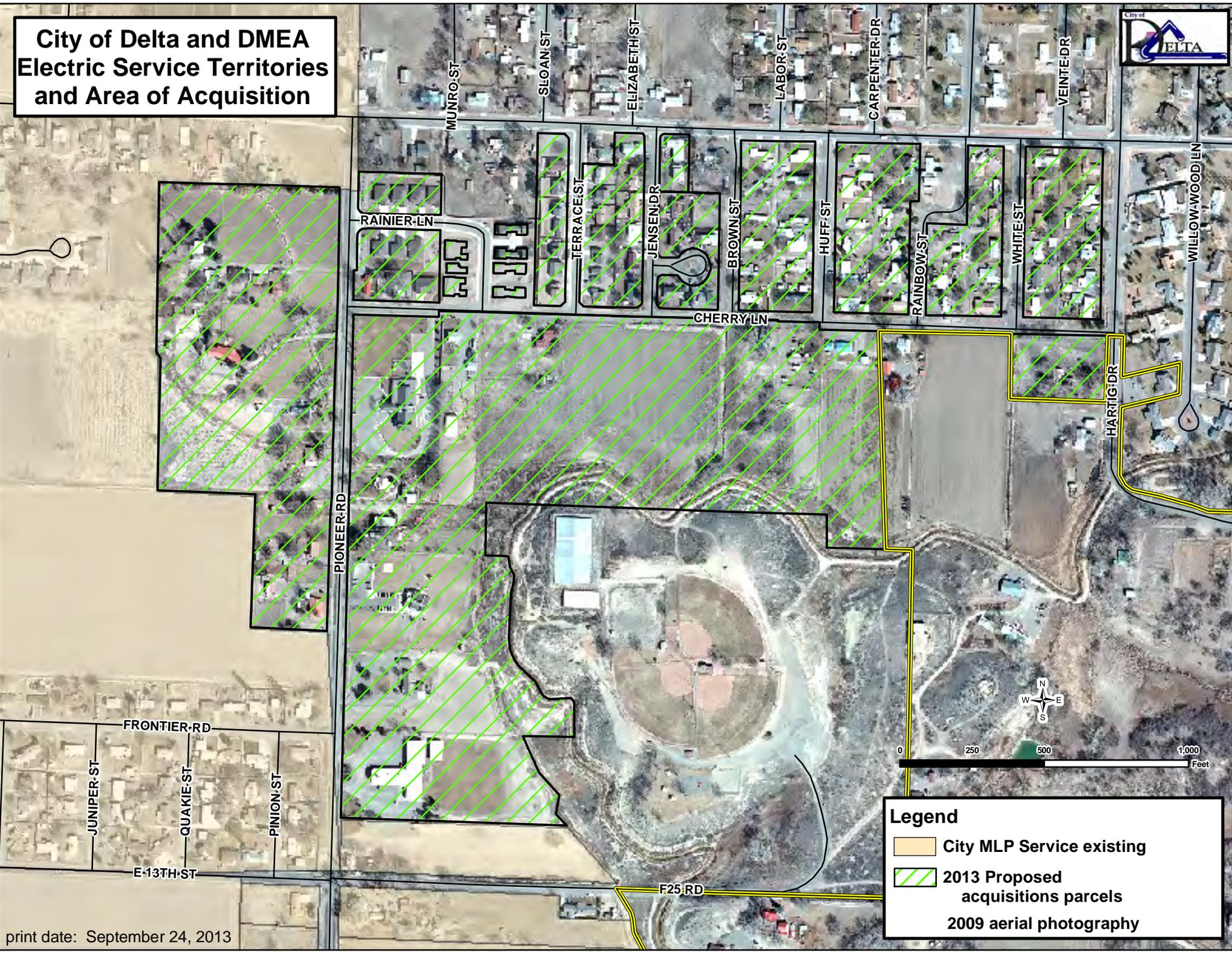
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Delta City Acquisition of Property - Cherry Lane

Assembly Unit	Description	Quantity	Total Material, Labor, Overheads	Yrly Depr Rate (35 yrs Straight line)	Years Depreciated	Value After Depreciation
UK6	Secondary Service Pedestal, Underground	2	\$ 741.19	0.5		\$ 370.60
UM2-4AU	1 PH Cable Trm Pole UG Source Pri Riser	1	\$ 1,002.99	0.5		\$ 501.50
UM2-4U1	1 PH OH Source Primary Riser	1	\$ 1,205.51	0.5		\$ 602.76
UM3-1-C	Prim Cbl Term, 1/0 220 MIL, 15 KV JK	2	\$ 455.71	0.5		\$ 227.85
UM5-2"	Secondary Cable Terminal Pole	17	\$ 5,968.74	0.5		\$ 2,984.37
UM6-8-2FX	UM6 2" Flex Pipe	28	\$ 48.21	0.5		\$ 24.11
WG-1/0	Deadend Wedge Grip, #4 to 1/0	22	\$ 276.63	0.5		\$ 138.31
WG-2	Deadend Wedge Grip, #6 to #2	3	\$ 34.17	0.5		\$ 17.08
Services - Installed Between 1972 - 1995			\$ 74,753.13			\$ 37,376.56
K1-2AT	Conductor, Service, #2 AL Triplex	933	\$ 1,837.08	0.5		\$ 918.54
K16C	Service Assembly	14	\$ 682.53	0.5		\$ 341.26
K2-1/0AT	Conductor, UG Service, 1/0 AL Triplex	920	\$ 2,600.84	0.5		\$ 1,300.42
K2-4/0AT	Conductor, UG Service, 4/0 AL Triplex	659	\$ 2,479.16	0.5		\$ 1,239.58
UM6-8-2FX	UM6 2" Flex Pipe	1579	\$ 2,726.93	0.5		\$ 1,363.47
WG-1/0	Deadend Wedge Grip, #4 to 1/0	28	\$ 352.04	0.5		\$ 176.02
Total Value of Property:			\$ 10,678.58			\$ 5,339.29
			\$ 358,407.65			\$ 156,912.15



**City of Delta and DMEA
Electric Service Territories
and Area of Acquisition**



Legend

- City MLP Service existing
- 2013 Proposed acquisitions parcels

2009 aerial photography

Council Bill #6, 2013

**AN ORDINANCE OF THE CITY OF DELTA, COLORADO,
AMENDING TITLE 5 CHAPTER 5.24 OF THE DELTA
MUNICIPAL CODE.**

WHEREAS, in 2013 the City of Delta was approached by a commercial vendor asking the City to reconsider its ordinance prohibiting any door to door solicitation upon private residences; and

WHEREAS, staff has reviewed the status of solicitation and peddling regulations statewide and consulted with other jurisdictions that have enacted changes to their regulations; and

WHEREAS, staff determined that there are effective means of regulating the activity that avoid the need for a total prohibition but still minimize the potential for abuse, conflict, and disruption to the general public; and

WHEREAS, after presenting its findings, City Council has given direction to staff to draft an ordinance establishing a regulated system for door to door solicitation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DELTA, COLORADO, that Title 5, Chapter 5.24 of the Delta Municipal Code is hereby amended to read as follows:

Chapter 5.24

Peddler and Solicitors

Sections:

- 5.24.010 Definition
- 5.24.020 Solicitation Prohibited
- 5.24.030 Permitted Hours
- 5.24.040 Permit and Badge Required
- 5.24.050 Permit Revocation
- 5.24.060 Permit Denial and Revocation
- 5.24.070 Appeals

5.24.010 Definition. For the purpose of this Chapter, the words contained herein will have the following definitions:

Peddlers or Solicitors: means any person or persons engaged in commercial solicitation or promotion any event or activity where products or services will be sold.

Commercial door to door Solicitation: means any act by a peddler or solicitor to enter upon private property without invitation in order to offer for sale or attempt to sell any product or service for the primary purpose of financial gain.

5.25.020 Solicitation Prohibited. No solicitor or peddler shall enter or remain upon any private property without invitation if a "No Solicitation" or "No Trespassing" sign is present at or near the entrance of said property, or if the solicitor or peddler is asked to leave the property.

5.24.030 Permitted Hours. No solicitor or peddler shall conduct commercial door to door solicitation outside the hours of 9 AM to 6 PM, or dusk as determined by the National Weather Service, whichever is earlier.

5.24.040 Permit and Badge Required.

A. All peddlers and solicitors shall be required to complete an application, register all personnel engaged in peddling or soliciting within the City and obtain a permit with the City and pay a \$200 permit fee.

B. All permit holders shall be required to obtain identification badges for all persons who will engage in commercial door to door solicitation on behalf of the permit holder. All permit holders will pay a \$25 fee for each identification badge issued. It shall be the sole responsibility of the permit holder to:

(1) Provide a copy of the permit to each person authorized to engage in commercial door to door solicitation under the permit.

(2) Ensure that each person authorized to conduct commercial door to door solicitation under the permit complies with the terms and conditions of this Chapter.

(3) Submit a Colorado Bureau of Investigations criminal background report for all persons authorized to conduct commercial door to door solicitation under the permit dated not more than 60 days from the date of submittal.

(4) Instruct and require all peddlers or solicitors to prominently display the identification badge at all times while engaged in solicitation activities within the City.

5.24.050 Persons Prohibited. No person or persons shall be eligible for a permit or identification badge if:

A. Such person has been released within the ten (10) years immediately preceding the application from any form of incarceration, court-ordered supervision, including a deferred sentence, resulting from conviction of any felony or Class 1 misdemeanor under the laws of the State of Colorado or an equivalent offense under any federal, state, county or municipal law; or

B. Any permit holder or person authorized under the permit for commercial door to door solicitation has been found by the City to have engaged in any aggressive and/or deceptive tactics that is found to be a menace and/or detrimental to the health and welfare of the public.

C. A corporation or individual operating as a d/b/a seeking a permit is not registered and in good standing with the Colorado Secretary of State.

5.24.060 Permit Denial and Revocation. A permit may be denied or revoked if:

A. A permit holder fails to comply with the terms of this Chapter.

B. Any information or representation on a permit application form is false, incorrect, or not promptly updated due to changed circumstance.

c. Anyone authorized to conduct commercial door to door solicitation under the permit is non-compliant with sections 5.24.050 of this Chapter.

D. Permit holder fails to procure all other applicable permits and licenses including a transient merchant and sales and use tax licenses from the City and/or State.

5.24.070 Appeals. All appeals for denial or revocation of a permit shall be heard by the City Manager. The City Manager's ruling on appeal shall be final.

ADOPTED ON FIRST READING AND ORDERED PUBLISHED this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

ADOPTED ON SECOND AND FINAL READING AND ORDERED PUBLISHED this _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

Attorney Comments



City Manager Comments



Councilmember Comments

