



360 Main St • Delta, Colorado 81416 • Phone (970) 874-7903 • Fax (970) 874-6931 • Website: [www.cityofdelta.net](http://www.cityofdelta.net)

## A G E N D A

**Planning Commission**

**March 7, 2016**

*Continued to March 14, 2016*

**Regular Meeting**

**6:30 p.m.**

**A. Changes to the Agenda**

**B. Minutes of the February 1, 2016 Planning Commission meeting.**

**C. Citizen Comments**

**Citizens who have comments on items that do not appear on the agenda are asked to make their comments at this time. Comments on an agenda item will be taken at the time that item is under discussion.**

**D. Major Street Plan**

**E. 3-Mile Plan**

**F. Commissioner Comments**

**G. Staff Comments**

**H. Municipal Code Book Updates**



A regular meeting of the City of Delta Planning Commission was held on Monday, February 1, 2016 at 6:30 p.m. in the City Council Chambers of City Hall at 360 Main Street, Delta, Colorado. Said meeting was posted in accordance with the Sunshine Law.

**PRESENT:** Gerald Roberts, Chairman; Tish Oelke, Vice-Chairman; Lynn Williams, Commissioner; Carl Jahn, Commissioner; Ginni Selby, Commissioner; Richard Simmons, Commissioner; Mark Lee, Commissioner; David McConaughy, City Attorney; David Torgler, City Manager; Glen Black, Director of Community Development; Sharleen Walker, Planning Technician.

**ABSENT:** none.

**GUESTS:** none.

### **INTRODUCTION OF NEW PLANNING COMMISSION MEMBER**

Chairman Roberts introduced and welcomed Mark Lee to the Planning Commission.

Chairman Roberts also welcomed David Torgler, City Manager.

### **CHANGES TO THE AGENDA**

There were no changes to the agenda.

### **MINUTES**

A motion was made by Carl Jahn, seconded by Richard Simmons to approve the minutes of the Planning Commission held on Monday, January 4, 2016 as written. All voted yes. Motion passed.

### **CITIZEN COMMENTS**

David Torgler, City Manager, thanked the Planning Commission for the welcome and the opportunity to meet the Planning Commission members. Mr. Torgler stated that he is recently from the Town of Hayden, Colorado and that he has 30 years of experience in City Administration, primarily in Finance and Community Development. Mr. Torgler stated that it is nice to be in Delta.

### **PUBLIC HEARING**

Chairman Roberts opened the public hearing to review the proposed sign code revisions to Delta Municipal Code Title 17.68.

David McConaughy, City Attorney, reviewed the supreme court case of Reed vs. Gilbert. Mr. McConaughy stated that it is important to remember exactly what happened in the Town of Gilbert and that signs can't be regulated upon content, but can be regulated on size and where the message is going.



Glen Black, Community Development Director, asked if there were any specific questions before staff and Planning Commission review each section of the proposed sign code. Additionally, Mr. Black stated that staff is looking for feedback, comments and recommendations from the Planning Commission. The Planning Commission's role is to, after review and comments, make a recommendation to the City Council. The City Council will then review the proposed sign code change and consider an ordinance for adoption.

The Planning Commission reviewed each section of the proposed sign code. The discussion included off site signage, murals and yard sale signs and other clerical corrections.

Chairman Roberts closed public hearing.

A motion was made by Tish Oelke, seconded by Richard Simmons to approve the proposed sign code with the changes as noted in the discussion and recommend the proposed sign code to the City Council for consideration. All voted yes. Motion passed.

### **COMMISSIONER COMMENTS**

There were concerns expressed about keeping Delta a business friendly City.

Graffiti near the truck route was discussed and questioned whose responsibility it is to remove the graffiti. Staff stated that the property owner is responsible. The Code declares graffiti as a nuisance and the property owner has three days to get it removed. It was determined that the specific graffiti the Planning Commission was concerned about is located in the County.

Staff stated that the proposed sign code will be clearer to enforce. Additionally, staff will record what signs are in place and educate the business owners and residents about the new sign code regulations.

### **STAFF COMMENTS**

Staff thanked the Planning Commission for the work on the sign code and stated that it was wise to start over because now we have a clean and workable document.

### **ADJOURNMENT**

A motion was made by Carl Jahn, seconded by Richard Simmons to adjourn the regular Planning Commission meeting. All voted yes. Motion passed. The meeting was adjourned at 8:28 p.m. with no further action taken.

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Sharleen R. Walker, Planning Technician

# MEMO

To: Planning Commission  
From: Glen L. Black  
Date: March 7, 2016  
Subject: Major Street Plan

*GLB*



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*Community Development*

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**Recommendation:** Planning Commission recommend City Council adopt the revised Major Street Plan.

**Background:** City Council, working with CDOT and Delta County, has engaged a consultant to work on an access control plan. The result of that work outlined many future access and possible frontage road systems that staff will need to consider for future development. Staff has recommended the revisions be incorporated into the major street plan following City Council adoption. See attached IGA and exhibit A.

**Cost:** No costs.

**Alignment With Strategic Planning:** The City Charter, Article IV, I Department of Planning, Paragraph 53 Comprehensive Plan states:

- (a) The Commission shall be responsible to recommend to the Council for adoption a Comprehensive Plan, parts thereof, and amendments thereto.
- (b) The elements of the plan may be adopted separately and may include but are not limited to the following:
  - 2. A major street plan
- (d) Prior to adoption of the plan or any element thereof, Council shall hold a public hearing with prior published notice thereof.

**Actions To Be Taken if Approved:** Staff will print copies of the revised Major Street Plan

**INTERGOVERNMENTAL AGREEMENT  
AMONG  
THE CITY OF DELTA,  
THE COUNTY OF DELTA,  
AND  
THE STATE OF COLORADO  
DEPARTMENT OF TRANSPORTATION**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is entered into effective as of the date defined below by and among the City of Delta and the County of Delta (hereinafter referred to collectively as the "City and County"), and the State of Colorado, Department of Transportation (hereinafter referred to as the "Department"), said parties being referred to collectively herein as the "Agencies."

**RECITALS:**

**WHEREAS**, The Agencies are authorized by the provisions of Article XIV, Section 18(2)(a), Colorado Constitution, and Sections 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

**WHEREAS**, Each Agency is authorized by Section 43-2-147(1)(a), C.R.S., to regulate access to public highways within its jurisdiction; and

**WHEREAS**, The coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic without compromising pedestrian and alternative modes of transportation circulation, to reduce the potential for traffic accidents, to protect the functional level and optimize the traffic capacity, to provide an efficient spacing of traffic signals, and to protect the public health, safety and welfare; and

**WHEREAS**, The Agencies desire to provide for the coordinated regulation of vehicular access for the section of United States Highway 50 between Starr Nelson Road (RP 63.94) and Colorado State Highway 92 (RP 70.919) and for the section of Colorado State Highway 92 between United States Highway 50 (RP 0.000) and 2200 Road/Austin Road (RP 6.956) (hereinafter referred to as the "Segments"), which is within the jurisdiction of the Agencies; and

**WHEREAS**, The Agencies desire to collaborate to assure all transportation modes including pedestrian, bicycle, and mass transit are given sufficient consideration and adequate funding support with each transportation improvement project that affects access within the identified project limits; and

**WHEREAS**, The Agencies are authorized pursuant to Section 2.12 of the 2002 State Highway Access Code, 2 C.C.R. 601-1 (the "Access Code") to achieve such objective by written agreement among themselves adopting and implementing a comprehensive and mutually acceptable highway access control plan for the Segments for the purposes recited above; and

**WHEREAS**, The development of this Access Control Plan adheres to the requirements of the Access Code, Section 2.12.

**NOW THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained, the Agencies agree as follows:

1. The Access Control Plan dated **XXXXXX X, 2016** for the Segments (hereinafter referred to as the “Access Control Plan”) is attached hereto as Exhibit A and incorporated herein.
2. The Agencies shall regulate access to the Segments in compliance with the Access Control Plan, the Highway Access Law, section 43-2-147, C.R.S., (the “Access Law”) and the applicable sections of the Access Code. Vehicular access to the Segments shall be permitted when such access is in compliance with the Access Control Plan, the Access Law and the applicable sections of the Access Code.
3. Accesses that were in existence in compliance with the Access Law prior to the effective date of this Agreement may continue in existence until such time as a change in the access is required by the Access Control Plan or in the course of highway reconstruction. When closure, modification, or relocation of access is necessary or required, the Agency(ies) having jurisdiction shall utilize appropriate legal process to effect such action.
4. Actions taken by any Agency with regard to transportation planning and traffic operations within the areas described in the Access Control Plan shall be in conformity with this Agreement. Per Section 2.12 (3) of the Access Code, design waivers may be approved if agreed upon by the Agencies having jurisdiction.
5. Parcels of real property created after the effective date of this Agreement that adjoin the Segments shall not be provided with direct access to the Segments unless the location, use and design thereof conform to the provisions of this Agreement.
6. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies concerning regulating vehicular access to the Segments. This agreement may be amended or terminated only in writing executed by the Agencies with express authorization from their respective governing bodies or legally designated officials. To the extent the Access Control Plan, attached as Exhibit A to this Agreement, is modified by a change, closure, relocation, consolidation or addition of an access, the Agencies may amend the attached Exhibit A so long as the amendment to the Access Control Plan is executed in writing and amended in accord with the Access Law and Access Code. The Access Control Plan Amendment Process has been included in Exhibit B. This Agreement is based upon and is intended to be consistent with the Access Law and the Access Code as now or hereafter constituted. An amendment to either the Access Law or the Access Code that becomes effective after the effective date of this Agreement and that conflicts irreconcilably with an express provision of this Agreement may be grounds for revision of this Agreement.

7. This Agreement does not create any current financial obligation for any Agency. Any future financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, where required. Agencies involved in or affected by any particular or site-specific undertaking provided for herein will cooperate with each other to agree upon a fair and equitable allocation of the costs associated therewith, however, notwithstanding any provision of this Agreement, no Agency shall be required to expend its public funds for such undertaking without the express prior approval of its governing body or director. All financial obligations of the Agencies hereunder shall be contingent upon sufficient funds therefore being appropriated, budgeted, and otherwise made available as provided by law.
8. Should any one or more sections or provisions of this Agreement be judicially determined to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Agreement, the intention being that the various provisions hereof are severable.
9. This Agreement supersedes and controls all prior written and oral agreements and representations of the Agencies and constitutes the whole agreement between them with respect to the subject matter of this instrument. No additional or different oral representation, promise or agreement shall be binding on either Agency. This Agreement may be amended or terminated only in writing executed by the Agencies on express authorization from their respective governing bodies or legally designated officials.
10. By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.
11. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.
12. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
13. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one original Agreement. Facsimile signature shall be as effective as an original signature.
14. Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

IN WITNESS WHEREOF, the Agencies have executed this Agreement effective as of the day and year last above written.

**City of Delta, Colorado**

ATTEST:

\_\_\_\_\_  
Mayor, City of Delta

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**County of Delta, Colorado**

ATTEST:

\_\_\_\_\_  
Commissioner, County of Delta

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

**State of Colorado  
Department of Transportation**

\_\_\_\_\_  
Chief Engineer

\_\_\_\_\_  
Date

CONCUR:

\_\_\_\_\_  
Regional Transportation Director

\_\_\_\_\_  
Date

**“EXHIBIT – A”**  
**UNITED STATES HIGHWAY 50**  
**(RP 63.94 – RP 70.919) AND**  
**COLORADO STATE HIGHWAY 92**  
**(RP 0.000 – RP 6.956)**  
**ACCESS CONTROL PLAN**  
**XXXXX X, 2016**

**City of Delta, Delta County, and the State of Colorado Department of Transportation**

**I. PURPOSE**

The purpose of this Access Control Plan (ACP) is to provide the Agencies with a comprehensive roadway access control plan for the pertinent segment of United States Highway 50 between Starr Nelson Road (RP 63.94) and Colorado State Highway 92 (RP 70.919) and for the pertinent segment of Colorado State Highway 92 between United States Highway 50 (RP 0.000) and 2200 Road/Austin Road (RP 6.956).

**II. AUTHORITY**

The development of this Access Control Plan was completed pursuant to the requirements of the Access Code, Section 2.12, and adopted by the attached Agreement.

**III. RESPONSIBILITIES**

It is the responsibility of each of the Agencies to this Agreement to ensure that vehicular access to the Segments shall only be in conformance with this Agreement. The cost of access improvements, closures and modifications shall be determined pursuant to section 43-2-147(6)(b) C.R.S., the Agreement, and this Access Control Plan. All access construction shall be consistent with the design criteria and specifications of the Access Code.

**IV. EXISTING AND FUTURE ACCESS**

- A. The attached tables provide a listing of each existing and future access point in the Segments. For each access point the following information is provided: location, description of the current access status, the future configuration (Access Plan), and the condition(s) for change. All access points along United States Highway 50 are defined by the approximate Department reference point (in thousandths of a mile) based on CDOT Highway Segment Description Milepost for State Highway 92 at US 50 RP 70.919. All access points along Colorado State Highway 92 are defined by the approximate Department reference point (in thousandths of a mile) based on CDOT Highway Segment Description Milepost for US Highway 50 at SH 92 RP 0.000. All access points are located at the approximate centerline of the access (+/- 50 feet) unless otherwise noted in the Access Control Plan and associated tables.
- B. All highway design and construction will be based on the assumption that the Segments will have a sufficient cross section to accommodate all travel lanes and sufficient right-of-way to accommodate longitudinal installation of utilities.

## V. ACCESS MODIFICATION

Any proposed access modification including but not limited to an addition must be in compliance with this Agreement and the current Access Code design standards unless the Agency or Agencies having jurisdiction approves a design waiver under the waiver subsection of the Code. Any access described in this section, which requires changes or closure as part of this Agreement or if significant public safety concerns develop, including but not limited to, when traffic operations have deteriorated, a documented accident history pattern has occurred, or when consistent complaints are received, may be closed, relocated, or consolidated, or turning movements may be restricted, or the access may be brought into conformance with this Access Control Plan, when a formal written request documenting reasons for the change is presented by the Agency(ies) having jurisdiction, with Department concurrence, or in the opinion of the Department, with the appropriate jurisdictional agency's concurrence, any of the following conditions occur:

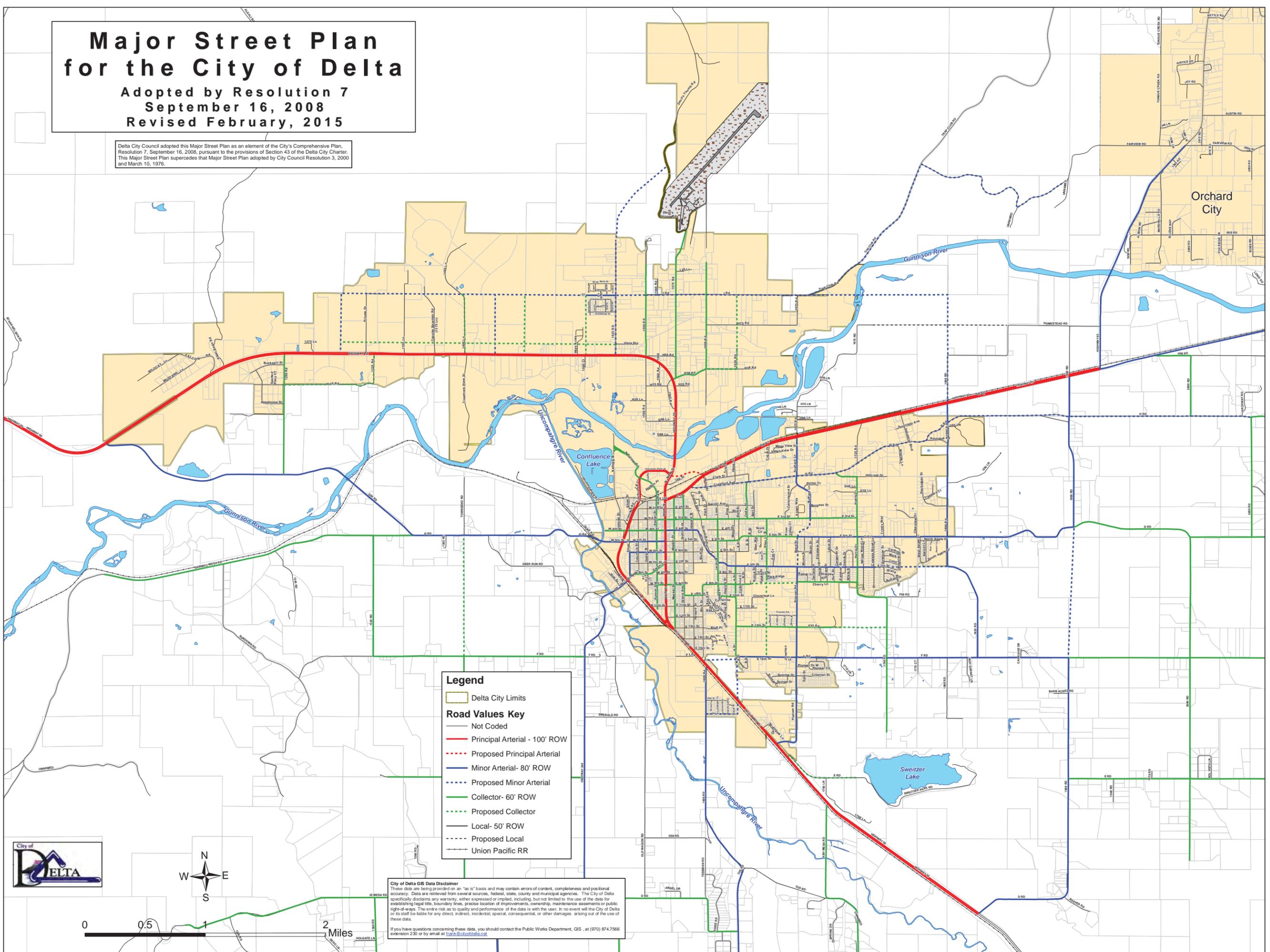
- a. The access is determined to be detrimental to the public's health, safety and welfare;
- b. the access has developed an accident history that in the opinion of the Agency(ies) having jurisdiction or the Department is correctable by restricting the access;
- c. the access restrictions are necessitated by a change in road or traffic conditions;
- d. there is an approved (by the Agency(ies) having jurisdiction) change in the use of the property that would result in a change in the type of access operation;
- e. a highway reconstruction project provides the opportunity to make highway and access improvements in support of this Access Control Plan; or
- f. the existing development does not allow for the proposed street and road network.

Access construction shall be consistent with the design and specifications of the current State Highway Access Code.

# Major Street Plan for the City of Delta

Adopted by Resolution 7  
September 16, 2008  
Revised February, 2015

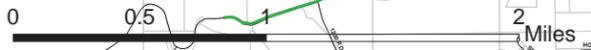
Delta City Council adopted this Major Street Plan as an element of the City's Comprehensive Plan, Resolution 7, September 16, 2008, pursuant to the provisions of Section 43 of the Delta City Charter. This Major Street Plan supersedes that Major Street Plan adopted by City Council Resolution 3, 2000 and March 10, 1976.



Orchard City

**Legend**

- Delta City Limits
- Road Values Key**
- Not Coded
- Principal Arterial - 100' ROW
- Proposed Principal Arterial
- Minor Arterial- 80' ROW
- Proposed Minor Arterial
- Collector- 60' ROW
- Proposed Collector
- Local- 50' ROW
- Proposed Local
- Union Pacific RR



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# Major Street Plan for the City of Delta

Revised February, 2016



Delta City Council adopted this Major Street Plan as an element of the City's Comprehensive Plan, Resolution 7, September 16, 2008, pursuant to the provisions of Section 53 of the Delta City Charter. This Major Street Plan supercedes that Major Street Plan adopted by City Council Resolution 3, 2000 and March 10, 1976.



**Legend**

- Delta City Limits
- Road Values Key**
- Not Coded
- Principal Arterial - 100' ROW
- Proposed Principal Arterial
- Minor Arterial - 80' ROW
- Proposed Minor Arterial
- Collector - 60' ROW
- Proposed Collector
- Local - 50' ROW
- Proposed Local
- Alley
- Union Pacific RR

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## Three Mile Plan

### Overview

The following plan is hereby developed to comply with C.R.S. 31-12-105 (e)(I), which states the following:

(e) (I) Except as otherwise provided in this paragraph (e), no annexation may take place that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year..... Prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area. Such plan shall be updated at least once annually.....

### The Plan

The City of Delta's Three Mile Plan includes the following:

1. A boundary map showing a three mile area around the City.
2. The City of Delta Comprehensive Plan, including the Future Land Use Plan map.
3. The Growth Management Agreement between the City and Delta County recorded January, 2007 in the Delta County Records.
4. The Delta County Road and Bridge Map, incorporated to the extent of the three mile area shown on the boundary map.
5. The Capital Improvement Plans.
6. The Major Street Plan.

Public utilities in the three mile area include the following:

- a. Power providers: Include the City of Delta and Delta-Montrose Electric Association within their respective service areas.
- b. Sewer: Available in and near the City from the City of Delta. City sewer is extended as per City ordinances at the cost of the applicant, or pursuant to special financial projects. Other areas are planned for agricultural or low density residential until City sewer is extended. Individual Sewage Disposal Systems (ISDS) are authorized under certain circumstances in the City.
- c. Water service: Domestic water services are provided in the area by the City of Delta and Tri-County Water Conservancy District within their respective service areas



- d. Trash collection: City trash service is provided within the City. Private collection services operate outside and within the City. Delta County operates the Delta County Landfill.
- e. Telephone: Century Link Communications and TDS as per their certified service areas.
- f. Natural Gas: Black Hills provides service available in the City, in fringe areas of the City, and along the main pipeline only.
- g. Cable TV: Available in and near the City only, pursuant to Spectrum CATV permit.

The proposed land uses of the area consist of public land, agricultural uses, and low-density residential uses, except to the extent specifically provided otherwise by the City's Zoning Map, Comprehensive Plan, and Future Land Use Plan map.

No transportation services are proposed to be provided by the City other than streets, alleys or bikeways, and recreation pathways.

To the extent that any item mentioned in C.R.S. 31-12-105 (1) (e) is not reflected in the items of this Plan, the Plan should be construed to mean that no such facilities are contemplated to be provided.

In the event of any conflict between anything in the foregoing elements of the Three Mile Plan and City ordinances or regulations, the City ordinances and regulations shall control. The City of Delta Comprehensive Plan and other city elements of the above documents shall control with respect to any conflicts with provisions of the plan incorporated from other "non-City" entities.

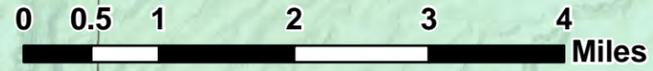
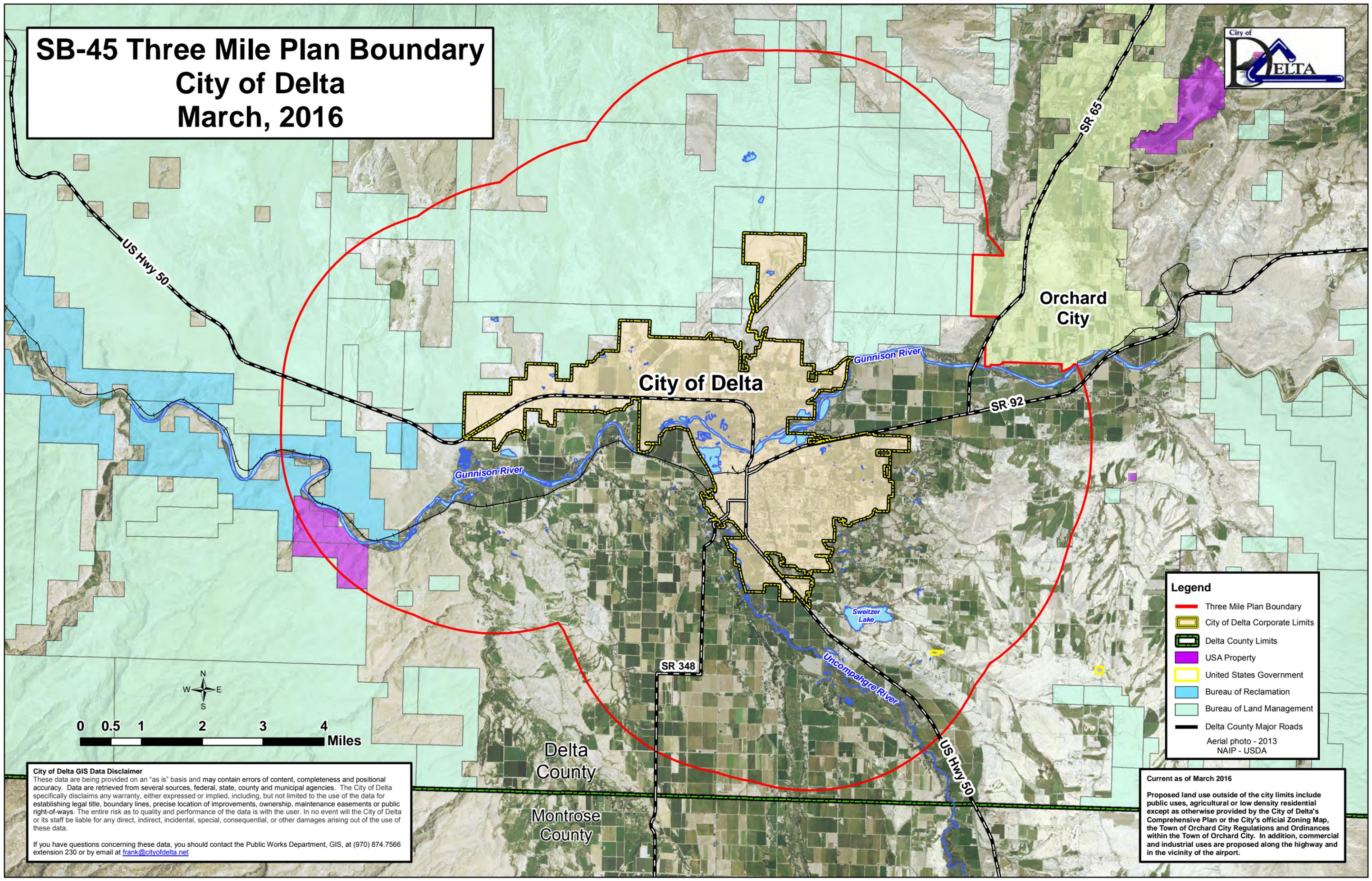
### **Staff Recommendation**

Staff recommends approval of the Three Mile Plan.

### **Example Motion**

I move that Planning Commission recommend **approval/disapproval** of the Three Mile Plan to the City Council.

# SB-45 Three Mile Plan Boundary City of Delta March, 2016



**Legend**

- Three Mile Plan Boundary
- City of Delta Corporate Limits
- Delta County Limits
- USA Property
- United States Government
- Bureau of Reclamation
- Bureau of Land Management
- Delta County Major Roads

Aerial photo - 2013  
NAIP - USDA

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Current as of March 2016

Proposed land use outside of the city limits include public uses, agricultural or low density residential except as otherwise provided by the City of Delta's Comprehensive Plan or the City's official Zoning Map, the Town of Orchard City Regulations and Ordinances within the Town of Orchard City. In addition, commercial and industrial uses are proposed along the highway and in the vicinity of the airport.