

If you would like to address City Council, please place your name on the sign-up sheet located at the back of the council room. You will be recognized to speak during the "audience participation" portion of the agenda.

AGENDA

Regular Meeting
November 17, 2015 - 7:30 p.m.

City Council meeting packets are prepared several days prior to the meetings. This information is reviewed and studied by the Councilmembers, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. An informational packet is available for public inspection on our website at www.cityofevans.org and posted immediately on the bulletin board adjacent to the Council Chambers.

1. CALL TO ORDER

2. PLEDGE

3. ROLL CALL

Mayor:	John Morris
Mayor Pro-Tem:	Jay Schaffer
Council:	Laura Brown
	Mark Clark
	Sherri Finn
	Lance Homann
	Brian Rudy

4. AUDIENCE PARTICIPATION

The City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address City Council. Your comments will be limited to two (2) minutes. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the appropriate staff person for follow-up. Thank you!

5. APPROVAL OF AGENDA

6. CONSENT AGENDA

- A. Approval of Minutes of the Regular Meeting of November 3, 2015
- B. Ordinance No. 636-15 – Corrected ARB Midstream Addendum to Annexation Agreement (2nd Reading)
- C. Ordinance No. 637-15 – Rezoning Lot 2 of Rush Trucking (2nd Reading)

7. NEW BUSINESS

- A. Public Hearing – Ordinance No. 638-15 – Amending Ordinance No. 607-14 and Appropriating Sum of Revenues and Fund Balances for the Amended 2015 City of Evans Budget (1st Reading)
- B. Resolution No. 32-2015 – Authorizing the Application for a Planning Grant from the Colorado Department of Local Affairs for a Feasibility Study for the Redesign of the Lower Latham Diversion Structure
- C. Resolution No. 33-2015 – Authorizing the Application for a staffing Grant from the Colorado Department of Local Affairs for continuation of the Long Range Planner position
- D. Resolution No. 34-2015 – Authorizing the Application for an Energy and Mineral Impact Grant from the Colorado Department of Local Affairs
- E. Contract with THK Associates, Inc. to Perform Engineering and Design Services for the Riverside Park Project
- F. Award of Bid – Park Irrigation Controller Replacement

8. REPORTS

- A. City Manager
- B. City Attorney

9. AUDIENCE PARTICIPATION (general comments)

Please review the Audience Participation section listed at the beginning of the agenda for procedures on addressing City Council.

10. ADJOURNMENT

CITY OF EVANS – MISSION STATEMENT

“To deliver sustainable, citizen-driven services for the health, safety, and welfare of the community.”

COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA ITEM: 6.A

SUBJECT: Approval of the Minutes of November 3rd City Council Meeting

PRESENTED BY: City Clerk

AGENDA ITEM DESCRIPTION:

Approval of minutes.

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

"I move to approve the minutes as presented."

MINUTES
EVANS CITY COUNCIL
November 3, 2015

CALL TO ORDER

Mayor Morris called the meeting to order at 7:30 p.m.

PLEDGE

ROLL CALL

Present: Mayor Morris, Mayor Pro-Tem Schaffer, Council Members Brown, Clark, Finn, Homann, and Rudy

PROCLAMATIONS

A. Weld County Adoption Day Proclamation

Mayor Morris read the Proclamation for Weld County Adoption Day and presented it to Brandi Puckett and Desiree Flores, adoption caseworkers, from the Child Welfare Division of the Weld County Human Services Department.

RECOGNITIONS

A. City of Evans Leadership Graduation

Aden Hogan, City Manager, provided some background about the City's Leadership Program that was created five years ago for succession planning and investing in the City employees. Mr. Hogan explained the different leadership classes and spoke about his work advertising the program at the national ICMA conference in Seattle. He thanked City Council for their support of the Leadership Program and introduced Dr. Dallas Everhart who spoke about the progression of the program and how the City has benefitted from the program.

Dr. Everhart introduced Leadership 1.0 Graduates.

Kristan Williams, Evans Communications Manager, spoke on behalf of the following Leadership 1.0 graduates:

- Kevin Aoki - IT Manager;
- Leon Blasco - Construction Inspector / Utility Locator;
- Dave Burns - Emergency Management Coordinator;
- Luke Croissant - Police Officer;
- Chad Frazier - Police Officer;
- Patricia Lentell - Administrative Specialist;

- Richard Mata - Waste Water Technician;
- Kalen Myers - GIS Analyst;
- Robby Porsch - Assistant Wastewater Superintendent;
- Gabe Reimer - Police Officer; and
- Jacque Troudt - Finance Manager.

Don Morgan, Evans Police Detective, spoke on behalf of the following Leadership 2.0 graduates:

- Chris Cooke -
- Kyle Fehr - Code Enforcement Officer; and
- Raegan Robb - City Clerk.

Kristan Debo, Evans Recreation Coordinator, spoke on behalf of the following Leadership 3.0 graduates:

- Jen Baiamonte - Recreation Coordinator;
- Lisa Duffy - Police Detective; and
- Jessie Pacheco - City Finance Department.

The following graduates of Leadership 4.0 spoke to City Council:

- Dawn Anderson - City Engineer;
- Zach Ratkai - Building and Neighborhood Services Manager;
- Efren Rodriguez - Parks Grounds Forman; and
- Scott Sandridge - Parks Superintendent.

Mr. Hogan and Dr. Everhart presented certificates to all of the graduates.

Mayor Morris talked about the benefits of the program and thanked Mr. Hogan and Dr. Everhart for orchestrating the Leadership Program for Evans employees.

AUDIENCE PARTICIPATION

There was no audience participation.

APPROVAL OF AGENDA

Mayor Pro-Tem Schaffer made the motion, seconded by Council Member Clark, to approve the Agenda. The motion passed with all voting in favor thereof.

CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of October 20, 2015

B. Ordinance No. 635-15 – Adopting Title 7 of the Evans Municipal Code Concerning Civil Emergency Preparedness (2nd Reading)

Council Member Clark, made the motion, seconded by Council Member Rudy, to approve the Consent Agenda. Mayor Morris abstained from voting on the Consent Agenda. The motion passed with all voting in favor thereof.

OLD BUSINESS

A. Ordinance No. 636-15 – Corrected ARB Midstream Addendum to Annexation Agreement (1st Reading)

Zach Ratkai, Flood Recovery, Building and Neighborhood Services Manager, explained that the ARB Midstream Annexation was previously brought to Council at the October 6, 2015 meeting had an incorrect amount listed.

According to Mr. Ratkai, a calculation error in the fee described in the original addendum was listed at \$188,244.00. After calculation of the drainage impact fee based upon the 2015 Evans Fee Schedule, the charge listed should be \$183,244.00.

The Council thanked Mr. Ratkai for catching the mistake.

Council Member Clark made the motion, seconded by Council Member Homann to approve Ordinance 363-15 on first reading.

The motion passed with all voting in favor thereof.

B. Public Hearing – Resolution No. 31-2015 – Continuation of Synergy Evans Wells Oil and Gas Use by Special Review (USR)

Mayor Morris re-opened the Public Hearing at 8:06 p.m. and asked to hear from staff.

Sean Wheeler, City Planner, explained the project for Synergy Evans Wells Oil and Gas who is seeking a Use by Special Review (USR) to install oil and gas facilities on undeveloped land south of 37th Street and west of 35th Avenue. According to Mr. Wheeler, the site is centrally located in an un-platted area zoned R-1 (Residential) under the Tuscany Subdivision annexation. The USR request would allow approximately 24-acres out of a total of 91-acres owned by Synergy for the installation of 30 horizontal wells along with associated tank batteries and VOC burners related to extraction uses. Synergy has worked with Evans Staff to resolve issues raised related to the compatibility of an industrial facility within a

residential zone, and will cap other existing wells in the area as part of their operation.

Mr. Wheeler referred City Council to the attached application materials for a detailed project description along with the draft site plan showing the locations of the wells and tank batteries, landscaping, etc. He also discussed the hearing with the Evans Planning Commission, who recommend denial of the USR based on some conditions of approval that were not met. Mr. Wheeler explained that the applicant has now agreed to the 12 conditions of approval and staff was recommending approval, based on the 12 conditions.

Mayor Morris asked for the conditions to be entered into the record.

Mr. Wheeler read the following conditions of approval into the record:

1. All representations of the applicant are considered conditions of approval unless modified by the City.
2. The applicant shall comply with all requirements of the City Engineer related to road and other infrastructure improvements including the submittal of construction plans and details; an opinion of costs; a schedule of improvements and all other elements determined appropriate by the City Engineer.
3. The applicant shall provide sufficient collateral in the form of a Letter of Credit for all engineering improvements required by the Municipal Code, and shall construct all approved on (and off-site) road improvements under the direction of the City Engineer, prior to the release of collateral. The Letters of Credit shall meet the requirements of the Evans Municipal Code.
4. The applicant shall obtain an access easement between their property to a point east of their site being a dedicated section of City right-of-way for access onto 35th Avenue.
5. The applicant shall obtain access and grading permits as required by the City Engineer for development of the site.
6. No access is granted onto 37th Street for the use. All heavy production or construction truck traffic shall use haul routes east to 35th Avenue and south to 49th Street. No heavy production or construction truck traffic is allowed to transit north of the site.
7. The applicant shall submit an amended plat for the site and dedicate 120-foot of public right-of-way along the north end from the east to the west property lines. The exact location of the right-of-way to be approved with an amended plat application.

8. Within 30 days of approval by the City Council, the applicant shall provide a landscape plan in compliance with the Evans Municipal Code. Approval of the landscape plan shall require provision of collateral in the form of a Letter of Credit as required by the Evans Municipal Code in an amount determined by the City. Landscaping shall be installed as soon as possible in 2016 and include an appropriate irrigation system using a non-potable source for water, unless an extension is granted by the Director of Public works or a designated representative.
9. Landscape improvements shall include modifications to all sites where wells are being capped, to ensure the reclaimed areas receive irrigation sufficient for the landscaping to establish and remain healthy.
10. The applicant shall cap all wells described for closure in the case file and notify the City when this is done. The capping of wells shall include removal of access roads and an irrigation system for landscaping as required in Condition.
11. The applicant shall provide evidence of bonding and insurance in compliance with the Evans Municipal Code; and
12. The applicant shall pay the cost of the public hearing notice and mailing as required by Chapter 19.64 of the Evans Municipal Code.

Mr. Wheeler referred to Scott Krob, City Attorney, for an additional condition. Mr. Krob discussed a 13th condition for the applicant to submit a landscape agreement for the site to be approved by the City.

Mayor Morris thanked staff and asked to hear from the applicant.

Craig Rasmuson, Chief Operating Officer for Synergy Resource Corporation, introduced himself and provided some background about the numerous oil and gas wells owned and operated by Synergy in the Wattenburg Field. Mr. Rasmuson introduced his staff and legal counsel that were also present.

He talked about the process of hydraulic fracturing and directional drilling for oil and gas and talked about possibly consolidating 17 to 20 existing wells through the USR request.

Mr. Rasmuson also thanked City staff and talked about the process with working with staff to get the conditions met in order to satisfy the conditions the Evans Planning Commission had originally requested.

Vince Harris, AICP, Planning Director, from Baseline Engineering, Planning, & Surveying explained that Baseline was hired to assist Synergy with the USR request

with the City of Evans.

Mr. Harris spoke about the additional condition for a landscape agreement.

Mayor Pro-Tem Schaffer asked Mr. Rasmuson about mineral rights, the transfer of mineral rights with property rights, and how the large number of mineral rights owners will be managed by Synergy.

Mr. Rasmuson discussed mineral rights and explained how the mineral rights for this project will be managed throughout the duration of the project.

Council Member Finn asked about similar projects managed by Synergy.

Mr. Rasmussen spoke about some of Synergy's other projects in Weld County and discussed the need for a pipeline on the site and talked about the benefits of having a pipeline for these types of projects.

Council Member Finn asked if the installation of a pipeline will reduce the number of onsite batteries.

Mr. Rasmuson explained that a pipeline on the site would reduce the number of onsite batteries.

Mayor Pro-Tem Schaffer asked Mr. Rasmuson about the process to get the pipeline approved.

Mr. Rasmuson discussed different factors that would be considered for the installation of a pipelines to connect several well pads and reduce truck traffic.

Council Member Clark asked about the amount of production for new wells and older wells.

Mr. Rasmuson talked about oil and gas production from new and old wells and how and why Synergy is proposing several phases of the project based on well production.

Mayor Pro-Tem Schaffer asked about the process of abandoning oil and gas wells.

Mr. Rasmuson explained that the state tracks every operating well including the data from each well concerning production and the process for abandoning and capping wells with low production.

Mayor Pro-Tem Schaffer asked about the well locations.

Mr. Rasmuson referred to a map provided to the Council showing the location of

proposed wells, current producing wells, wells that may be plugged or consolidated, and potential parcels that may be reclaimed.

Council Member Homann asked about the phases of the project.
Mr. Rasmuson discussed the phases of the project.

Council Member Homann asked about the contingency for road improvements under the second condition for improvement.

Mr. Rasmuson discussed potential road impacts surrounding the site according to the conditions of approval.

Mr. Starr, City Public Works Director, talked about Council's authority to create additional conditions for specific road improvements or amend the USR at a future time.

Mayor Morris asked if the sixth condition for approval was meant to prohibit truck traffic on Prairie View Drive.

Mr. Starr explained that the conditions were drafted to prohibit truck traffic for the project from Prairie View Drive.

Mr. Rasmuson showed a slide of proposed loop access system and the anticipated truck routes.

Council Member Homann clarified the proposed truck routes, road type, and dust abatement.

Mr. Rasmuson clarified the truck routes and talked about methods for dust abatement.

Mr. Starr discussed the alternative truck route that Synergy agreed to in order to keep truck traffic off of main thoroughfares.

Mayor Morris asked about the Resolution and adding language for an alternative route.

Mr. Starr explained that Synergy could work with staff for more alternative routes.

Mayor Morris asked about the worst case scenario if all the proposed wells and tanks need to be put in place, which could total approximately 75 wells.

Mr. Rasmuson discussed the worst case scenario and why installing a pipeline for directional drilling is the best use for the wells on the site.

Mr. Rasmuson responded to several questions from council members concerning

different options that were considered for the project.

Council Member Finn disclosed that her husband works for DPC Midstream, an oil and gas company located in Greeley, and wanted to know if her participation was a conflict of interest.

Mr. Krob asked if Council Member Finn if she felt there would be any direct financial gain from her participation in the debate and final vote.

Council Member Finn did not think she would benefit directly from the Synergy project.

Mr. Krob asked if there was anyone present in the audience that felt that Council Member Finn should recuse herself from the debate and abstain from voting on the project.

Rachel Gilbert, from 1321 19th Street, Greeley, stated she opposed Council Member Finn's participating in the debate and voting on the issue.

Mr. Krob clarified that Council Member Finn should only recuse herself if she felt there would be a significant personal windfall from the project.

Council Member Finn stated that she did not foresee any direct benefit from the project, but decided to recuse herself.

Council Member Homann also explained that he works for the Fire Protection District, which may benefit through the increased property taxes from the project.

Mr. Krob explained that it was good for Council Member Homann to disclose he worked for the Evans Fire Protection District, but to only recuse himself if he felt there would be a direct financial benefit.

Council Member Homann explained that there would not be a direct financial benefit.

Mayor Morris asked for testimony in support of the Resolution to approve the USR—there was none.

Mayor Morris asked for any testimony opposed to the Resolution to approve the USR.

The following individuals testified against the USR:

Robert Winkler, from Weld County, testified against the USR and submitted material to be entered into the record which were distributed to the City Council members for

review (see Attachment A).

Rachel Gilbert, from 1321 19th Street, Greeley, testified against the USR.

Therese Gilbert, from 1715 14th Avenue, Greeley, testified against the USR.

Mayor Morris asked the applicant if he wanted to respond to the testimony opposed to the project.

Mr. Rasmuson provided a rebuttal that focused on the benefits of the project and the safety of fracking for oil and gas.

The City Council Members reviewed the materials submitted by Mr. Winkler.

Mayor Morris asked about the process for denying a USR.

Mr. Krob referred to the criteria that need to be satisfied in order to adopt a USR. He explained that denial of a USR must find that the criteria were not satisfied.

Mr. Wheeler referred to the criteria below from Chapter 19.44.020 of the Evans Municipal Code used to evaluate USRs:

1. The proposed use is found to be unlikely to harm the health, safety or welfare of the City or its residents.
2. The proposed use would benefit the City in terms of employment, tax revenue or other similar effects, as compared to the absence of the proposed use.
3. The proposed use shall be consistent with the Comprehensive Plan and shall be compatible with the surrounding area.
4. The location, size, design and operating characteristics of the proposed use shall be compatible with the existing and proposed future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity. Reasonable conditions may be placed on uses by special review to protect the public health, safety and welfare by mitigating impacts.

5. The site shall be physically suitable for the type and intensity of the proposed land use.
6. The proposed land use shall not adversely affect traffic flow and parking in the neighborhood.
7. The location of other approved uses by special review in the neighborhood shall be determined, in order to avoid an over-concentration of such uses.

Mayor Morris closed the public hearing at 9:31 p.m.

Mayor Pro-Tem referred to the materials that they received from Mr. Winkler and explained that he felt the study was biased against the oil and gas industry and voiced his uncertainty that the sources were not credible.

Mayor Morris agreed with Mayor Pro-Tem Schaffer, referred back to the criteria listed for a USR, and discussed his support for the project.

Mayor Pro-Tem Schaffer, Council Member Homann, and Council Member Clark also voiced their support for the project.

Council Member Clark asked about adding the 13th condition of approval.

Mr. Starr clarified that an additional condition could be added to require a landscaping plan for the site.

Council Member Clark made the motion, seconded by Mayor Pro-Tem Schaffer, to adopt Resolution 31-2015 with an additional condition to require a landscaping plan.

Council Member Finn abstained from the vote.

The motion passed with all voting in favor thereof.

NEW BUSINESS

- A. **Public Hearing – Ordinance No. 637-15 – Rezoning Lot 2 of Rush Subdivision (1st Reading)**

Mayor Morris opened the public hearing at 9:40 p.m.

Mr. Wheeler, explained that the City Planning Director seeks approval to rezone the subject property from a combination of both 85-RC-A and 85-RC-R zones to the 85-RC-R zone. According to Mr. Wheeler, the site currently consists of two parcels, where the parcel to the north is zoned 85-RC-A and the parcel to the south is zoned 85-RC-R where the truck stop is located.

Mr. Wheeler explained that this request was for the Rush Subdivision to be reconfigured from four parcels into two lots and rezoning is contingent on administrative approval of the Rush Subdivision plat. This subdivision is necessary in order to facilitate the plans by Rush Trucking Inc. to purchase and develop the site to the north, and to provide them with direct access onto 31st Street. The Petroleum Wholesale property will increase in size and this action will provide the same zoning to the new, larger lot. Zoning on the property being purchased by Rush Trucking will not change and that site will develop consistent with the US Highway 85 Corridor requirements.

Mayor Pro-Tem Schaffer asked staff to explain the exact location of the parcels being considered.

Mr. Starr explained that this parcel is located at 665 31st Street—the northeast corner of the intersection of 31st Street and US Highway 85. Mr. Starr and Mr. Wheeler displayed a vicinity map and explained why these spaces needed to be rezoned to meet the business plans for Rush Trucking Inc. and Petroleum Wholesale.

Mayor Pro-Tem Schaffer clarified that this is a zoning correction.

Mr. Starr explained the zoning correction that staff was requesting in order to allow automotive sales by Rush Trucking on the northern parcels.

Mr. Wheeler mentioned that the issues was considered by the Planning Commission on October 27, 2015 which unanimously approved the request. Mr. Wheeler also spoke about other benefits of the rezoning for egress and ingress between Highway 85 and 31st Street.

Mr. Starr clarified that the City is the applicant requesting the zoning change.

Mayor Morris asked for any testimony in support of the rezoning request.

Bill Garcia, from Coen, Payton, Payne, located at 5586 West 19th Street in Greeley, was present on behalf of Petrol Wholesale. Mr. Garcia asked City Council for their support concerning the zoning change and stated he was available for questions.

Mayor Morris asked for any testimony in opposition to the rezoning request—there

was none.

Mayor Morris closed the public hearing at 9:50 p.m.

Council Member Homann made the motion, seconded by Council Member Rudy, to approve Ordinance No. 637-15 – Rezoning Lot 2 of Rush Subdivision on first reading. The motion passed with all voting in favor thereof.

REPORTS

A. City Manager

Mr. Hogan referred to the information in the City Manager's Report and invited the Council Members to both the City Holiday Lunch on Friday, December 11th and the Holiday Open House hosted by the Colorado Municipal League on Thursday, December 3rd.

B. City Attorney

Mr. Krob stated he would hold his comments for the executive session.

AUDIENCE PARTICIPATION

Steve Benardo, 3213 Grenache Street, Evans, expressed concerns about a traffic signal located at 65th Avenue and 37th that was recently malfunctioning.

Mayor Morris stated he would have staff investigate the problem and thanked Mr. Bernardo for his comments.

EXECUTIVE SESSION

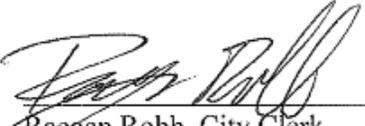
A. For the discussion of matters subject to negotiations, pursuant to C.R.S. 24-6-402(4)(e)

Mayor Pro-Tem Schaffer made the motion, seconded by Council Member Rudy, to go into Executive Session for the discussion of matters subject to negotiations, pursuant to C.R.S. 24-6-402(4)(e). The motion passed with all voting in favor thereof.

At 9:53 p.m. City Council convened into executive session.

ADJOURNMENT

The regular meeting adjourned at 10:27 p.m.



Raegan Robb, City Clerk

DRAFT

What you need to know about Fracking Colorado

By Phillip Doe

Environmental Director Be The Change, former Environmental Compliance Officer U.S. Bureau of Reclamation, Head, Reclamation law administration U.S. Bureau of Reclamation

<http://ecowatch.com/2013/03/05/must-read-fracking-colorado/>

Theo Colborn PhD. Endocrinology

Founder and President of The Endocrine Disruption Exchange (TEDX), based in Paonia, Colorado, and Professor Emeritus of Zoology at the University of Florida, Gainesville. She is an environmental health analyst and best known for her studies on the health effects of endocrine disrupting chemicals. Dr. Colborn's work has prompted the enactment of new laws around the world and redirected the research of academicians, governments, and the private sector.

Speaks on endocrine disruption impacts

<https://www.youtube.com/watch?v=2r2Rx8VRq48>

I went to a meeting earlier this winter in the Colorado Governor's Office. I'm not a regular. The Governor, John Hickenlooper, Hick to his friends, had called the meeting with Boulder County Commissioners to discuss the county's draft regulations governing the recovery of oil and gas found in the county's deep underground shale formations. The fact is that most of the state is underlain by these ancient and organically rich seabeds. All are ripe for exploitation through the use of the industry's new mining technique called horizontal [fracking](#).



Drilling activities along both sides of the Colorado River, Interstate 70, and the Amtrak rail lines in Garfield County, Colorado. Photo courtesy of TEDX The Endocrine Disruption Exchange

In his haste, the governor had apparently forgotten that such meetings require the public be notified at least 24 hours in advance so they can listen in on the public's business. This law has been on the books since 1972 and is widely used, but imperfectly understood, apparently, by the governor and his lieutenants. Hick was a long-term mayor of Denver before becoming governor. Its use is commonplace in city government.

To an outsider this meeting might sound like a tempest in a teapot, but as in most states with oil and gas reservoirs made recoverable through fracking, the state government of Colorado has said that it and it alone, has the [authority to regulate the oil and gas industry](#). The counties and cities may write their own regulations, but they must be in "harmony" with the states, and cannot add conditions or requirements that would harm the industry's bottom line. They are "preempted" from doing so.



One of several 400-bed housing complexes (man-camps) for gas field workers. This one is located on the top of Colorado's Roan Plateau. Photo courtesy of TEDX The Endocrine Disruption Exchange

With the Boulder contingent, Hick started out by telling them that as a businessman and brewpub owner he'd never been sued; that he'd always been able to broker a deal, that he hoped a deal could be made with Boulder County government.

He went on to say, obligatorily, that he thought public health had to be protected, but added quickly that the oil industry's property rights must also be protected. To this observer most of what he asserted concerning protecting the public's rights and investigating their concerns is contradicted by the facts.

For example, he said nothing about the fact that he had already sued the city of [Longmont](#), a city of 86,000 within Boulder County, over its regulations. Longmont's regulations, labored over by a cautious oil lawyer, but eminently decent man, did not ban fracking within the city, as many wanted, but did make residential neighborhoods, schoolyards and the city's open spaces off-limits to drilling by the industry.

Hick had sued over these regulations for not being in harmony with the state's, whose only spacing restriction is that wells must be at least 350 feet from any residence or building in urban areas. Rural restrictions are even more favorable to the industry. There, only a 150 feet setback is required. Some wag has observed that under state planning guidelines a rural folk is worth less than half a city folk, less even than the three-fifths slaves were worth in the "original" Constitution.



Fracturing operation on top of Colorado's Roan Plateau. The green tanks (nearly 100 in this photo) hold the fluids for fracturing and then the fluids that return to the surface after fracturing. Note the tunnel in the upper left, built as a shortcut to a highway. Photo courtesy of TEDX The Endocrine Disruption Exchange

In the old days, an oil rig stood 150 feet high, thus the rural setback of 150 feet might protect a house or barn if the rig were to topple. New rigs used in horizontal fracking are sometimes taller according to one retired oil field worker and bitter critic of the industry. The critics are legion. Still, many large, rent seeking ranchers and farmers support the looser rural restrictions.

In reaction to the state's lawsuit against Longmont, citizens launched an initiative to ban fracking altogether within the city. Operating on a shoestring, and laboring against \$500,000 the industry dumped on the city to defeat the initiative, the ban vote carried by a remarkable 60/40 margin, demonstrating, perhaps, the power of a well-organized citizenry over big money, even big-oil money.

On the day of this meeting, Hick had not sued over the ban, though he had threatened to do so. In the end, the industry did it for him, with his blessings and encouragement. Indeed as guest speaker at an oil and gas convention in Denver subsequent to the Boulder commissioners' meeting, he told the assembled oil men that he would bring the full might of the state to bear on their behalf if the industry were to sue over Longmont's ban. Some find this bully pulpit cheerleading incredible.

Still, on this day he was most keenly interested in seeing that Boulder County did not also author another ban on fracking or enact something more stringent than the state's rules. He was not openly threatening, but everyone knew the Longmont background.

One of the county commissioners, Will Toor, told the governor that in his judgment a countywide ballot initiative banning fracking, if there were to be one, would pass on a 60/40 basis, just like in Longmont.

U.S. Rep. Jared Polis (D-CO), a smart politician, added that he thought the state rules should be a floor, not a ceiling, that the local governments should have that prerogative under their charters. Hick, somewhat surprised if not openly flustered, shot back that they weren't ready to talk about that. Polis said that he thought that was what they were there to talk about. Clearly, deal making was not really on the agenda.

Later, in the hallway outside the governor's office, Polis told one of the mothers who had attended the meeting that if an oil well were to be drilled in his backyard he would move. Many would agree, but not many are multi-millionaires like Polis. The mass of humanity, if Hick has his way, will have to endure the toxic fume garden the industry is building in neighborhoods across the state.



Two drill rigs working on a pad where ten wells have been previously completed. In the bottom right you can see ten recovery water tanks. Note also the reserve pit by the drill rigs. Photo courtesy of TEDX The Endocrine Disruption Exchange

So what about the contentions of citizens that fracking is unsafe, despite the industry's bemused denials to the contrary?

The 2005 Energy Act is a good starting point for this discussion. Written only two years after the first horizontally fracked well was successfully drilled, the act was widely reported to have been written in the comfort of Vice President Dick Cheney's office, himself the former head of Halliburton Industries, one of the major providers of fracking fluids, an immensely profitable product according to industry observers.

The Act of 2005 is the culmination of a 40-year oil industry lobbying effort in Washington to exempt the industry from practically every foundational health and environmental law on the books. Not even the casino players on Wall Street have been as successful in creating a regulatory world to their liking. The bilking and mayhem are easy thereafter, as we've all seen.

Only one reasonable conclusion can be drawn from this sustained lobbying effort, the practice of horizontal fracking is most assuredly not safe. Otherwise there would have been no need to rip out more than 40 years of public health and environmental law from the pages of our civic history.



Drill rig working near Divide Creek in Western Colorado where methane bubbled into the creek during previous drilling activity. You can see two smaller reserve pits and a larger evaporation pit. Photo courtesy of TEDX The Endocrine Disruption Exchange

Notes on the air we breathe, and other acts of faith

Air and water quality issues are so ubiquitous in areas invaded by the industry that summarizing is difficult. Most astonishing, however, is that neither Colorado nor the U.S. has undertaken a systematic examination of the thousands of citizen complaints. With regards to air quality, these complaints run from skin rashes, to open sores, to nose bleeds, to stomach cramps, to loss of smell, to swollen and itching eyes, to despondency and depression, even death.

In this federal vacuum, several smaller-scale studies have been undertaken in Colorado.

The first in time was a health assessment commissioned by Garfield County, a west slope county home to roughly 10,000 oil and gas wells. The [Colorado School of Public Health](#) (CSPH) conducted it at the invitation of the county government. That same government curtailed it when the results were thought to be too alarming. Among the findings were high levels of benzene, a known carcinogen, at and near well sites. In fact, the assessment states that even at distances of 2,700 feet from a well site, toxic chemicals were still detectable at levels that would increase the chance of developing cancer by 66 percent based on published health standards.

I asked the authors of this study if the governor or any members of his staff had contacted them to discuss the assessment. Remarkably, they said, no. Strange indeed, since this study figured prominently in Governor Cuomo's announcement that New York State was placing an indefinite moratorium on fracking until the health and environmental impacts of fracking were better understood.

Only weeks old, a first-of-its-kind study from [The Endocrine Disruption Exchange](#), TEDX, measured more than 44 hazardous pollutants at operating well sites, again in Garfield County. Many of them are known to impact the brain and nervous systems; some are even known to harm the hormonal system of unborn babies. The study found prevalence of the pollutants up to .7 of a mile from the well site.

The lead scientist and head of TEDX, [Dr. Theo Colborn](#), an environmental health analyst, who happens to live in Paonia, Colorado, at the doorstep of drilling in Garfield County to the north, has called for the U.S. to make further studies of these chemicals and their impact on all life, right down to the molecular level. Dr. Colborn even sent a letter to the President Obama and First Lady. Here is a video of Dr. Colborn reading the letter she sent to the President Obama and First Lady:

Another peer reviewed 2012 [study out of Cornell's College of Veterinary Medicine](#) supports Dr Colborn's results. That study headed by a professor of molecular medicine, Robert Oswald, and veterinarian Michelle Bamberger found significant health links between fracking and livestock exposed to fracking's air and water byproducts. These animals suffered neurological, reproductive and gastrointestinal disabilities.

The National Oceanic and Atmospheric Administration (NOAA) has one of its high tech air monitoring towers located outside the small town of Erie, Colorado. There are five nationally. It recently released the results of long-term monitoring of air quality at Erie. The results are alarming and consistent with the TEDX and CSPH studies.

Perhaps the study's most damning finding was that Erie, a bucolic town of roughly 18,000 folk, has air quality spikes, particularly methane and butane spikes, that exceed by 4 to 9 times those of Pasadena, CA, a suburb of Los Angeles, and Dallas, Texas, two cities with some of the worst, health threatening air in America.

[NOAA reported](#) that fully 4 percent of the methane gas produced in the Wattenberg field is leaked to the atmosphere and therefore never brought to market. The same NOAA team last year found that 9 percent of the produced gas was being leaked to the atmosphere in a large gas field on mostly Indian land in north central Utah. These percentages do not include gas that is intentionally burned off, called flared by the industry, as an operational prerogative open to the industry without regulatory penalty.



Natural gas processing plant in Ignacio, Colorado. Photo courtesy of TEDX The Endocrine Disruption Exchange

That Erie should share this dubious unhealthy air honor with the likes of Pasadena and Ft Worth can only be explained by the fact that it sits at the western extreme of one of the largest gas fields in the U.S., the Wattenberg Field.

The industry has tried to finesse the NOAA findings by claiming the high readings are from auto emissions along the interstate west of the city. NOAA has correctly pointed out that methane and propane are not auto exhaust products. They are clearly indicators of the massive volume of volatile organic gases escaping from oil wells and pipelines in the Wattenberg.

Adding to the science, a recent article in the journal [Environmental Science and Technology](#), concluded from examining the NOAA data that oil and gas activity in the Wattenberg field “contributed about 55 percent of the volatile organic compounds linked to unhealthy ground-level ozone.”

This field, home to about 20,000 wells, is in Weld County, which Erie straddles. It and Garfield County are the epicenters of drilling in Colorado, but the industry sensing Croesus-like riches is branching ever southward and westward from Weld toward Colorado’s population centers. Like Croesus, the industry may have crossed a river of growing discontent that will eventually prove its undoing.



Glycol dehydrators for five wells. These separation units remove water and noxious gases, such as benzene, toluene, ethylbenzene and xylene (BTEX) from the natural gas. The tall pipe is for flaring the BTEX and other unwanted gaseous material. The water is then stored in tanks until it can be trucked to evaporation pits. Some dehydrators are connected to pipelines that carry the water directly to waste processing pits. Photo courtesy of TEDX The Endocrine Disruption Exchange

Too little noted in the Colorado fracking saga is what the NOAA study underscores. Methane, a gas with 105 times the heat capturing capacity of CO₂ over a 20-year time horizon, is escaping at alarming rates from oil and gas drilling sites and pipelines.

To even consider methane recovered through fracking as an effective transition fuel in the fight against [climate change](#), natural gas releases would have to be at less than two percent of volume. Presently, scientists at Cornell University estimated releases of methane to be at 4 to 7 percent of product recovered, making it worse, over the critical short term, than coal for climate change. This is of course without regard to the huge quantity of gas that is flared to the atmosphere as CO₂.

An effective zero emission standard for health threatening and climate warming volatile gasses such as methane is technologically reachable, but don’t expect it to be part of Colorado oil and gas rule making. Here, the “little guys” in the drilling business are sometimes given exemptions from even the most rudimentary health considerations such as requiring enclosed holding tanks for fracking return water, deceptively called, green completion. The state’s position is that these “small guys” are not technologically equipped to install these tanks, which, in reality, are only a halfway measure, but better than open pits. Such a requirement would put them out of business says the state’s regulatory agency, the Colorado Oil and Gas Conservation Commission (COGCC). This agency has a dual charge. It is also charged with protecting public health.

One activist mother from Erie told me that the COGCC’s environmental exceptions for technologically challenged drillers is like arguing that a person who flunks out of medical school should still be allowed to perform brain surgery because that was his expectation and his monetary well being depends on it. Clearly, public health does not lead the list of governmental concerns at fracking discussions.



Compression station with separation unit. The separation units remove water from the gas as it comes into the facility and before it goes into the pipeline. For safety purposes, the gas must enter the pipeline at a pressure greater than that of the existing natural gas supply line. Huge diesel-driven fans cool the generators that create the pressure. Photo courtesy of TEDX The Endocrine Disruption Exchange

So, despite all the compelling evidence to the contrary, we are still assured by the industry that all is well. Our air is safe. Hick, like them, is confident in the wisdom of not knowing, though just recently he did make a bow toward sanity by asking for a little over one million dollars for air quality studies. Dr. Colborn, operating on a very tight budget, spent more than \$400,000 monitoring the air emissions from just one well in Garfield County.

The governor, however, is not alone in singing the virtues of ignorance. Last year, the U.S. Environmental Protection Agency (EPA) inexplicably eliminated air quality impacts from its long awaited environmental study of fracking. A draft of this study will be released in 2014, with a final promised in 2015 after it has been peer reviewed by industry soldiers, sans air.

Insider review by the industry of its own operations has led my friend Wes Wilson, a retired EPA environmental engineer, to simply shake his head in disbelief. Undue industry influence is what caused him to blow the whistle on EPA's Bush era white wash of fracking's potential impact on public health back in 2004.

"We didn't ask BP to participate in the evaluation of the DeepWater Horizon disaster in the Gulf. That would have caused howls of outrage from the public," says Wilson. "We should feel the same outrage here, for, in truth, the impacts of fracking, as presently practiced, will have a much greater impact on public health and the environment than DeepWater."



Three-tiered evaporation pit complex near Interstate 70 and the Colorado River. Photo courtesy of TEDX The Endocrine Disruption Exchange

Notes on the water we drink, and some we shouldn't

Water use has received more attention, perhaps, than air quality in the Colorado debate over fracking, for after all, you can see it, but still it is in the not-to-worry register of state politics. Water is said to be king in the west, but from a regulatory standpoint it is a true pauper.

In Colorado, water is owned by the public, so says the state's constitution, but it is treated as private property, most of it controlled by big agriculture and ranching, many of the same rent seekers who champion the irrational 150 foot setback.

Some background information is necessary to understand the potential impact of fracking on Colorado's water, which, as many know, is projected to be a dwindling resource in the West as a result of climate change.

A grassroots organization, [Be the Change](#), of which I am a board member, has aggregated information from state and federal websites on land leased to the oil industry. Be the Change did this because neither the state nor feds would, though they've been asked to do so, repeatedly.

Their calculation shows that at the start of 2012 approximately 9,000 square miles of public land in Colorado had been leased to the industry. This is roughly 10 percent of the state. Private land leases are thought to be greater, realistically much greater since most of the land in the Wattenberg field and on Colorado's eastern plains is private. Thus, conservatively, 20 percent of the state is effectively owned by the oil and gas industry. Mineral rights overwhelm the rights of surface owners. This, too, is a source of concern and outrage by urban dwellers who never, until now, thought they would have to deal with an oil well as a fire-belching, air-choking neighbor.

The public/private leases combined constitute a landmass greater than that of nine states and rivals the size of West Virginia, a truly unfortunate arithmetic coincidence. But West Virginia will soon be left in Colorado's exhaust since approximately 70 percent of Colorado is underlain by these deep oil bearing shale formations, and new leasing is continual, perhaps in the 1,000 square mile range annually.



Three-tiered evaporation pit complex for processing water from gas wells. Trucks unload water at the upper tier, allowing it to evaporate as it falls. The white dots in the pits are 'mistifiers' to enhance evaporation. Photo courtesy of TEDX The Endocrine Disruption Exchange

The [Bureau of Land Management](#) (BLM), for example, sold off about 69,000 acres on Feb. 14 of this year. About 25 percent of the parcels went for \$2 an acre, a minimum rate established in 1922 and that hasn't been adjusted since. A quarterly event, dependent primarily on the interest expressed by industry speculators who nominate the land, this sale was originally scheduled for roughly double the acreage, but objections were great from the public, with the result that considerable land was withdrawn, at least temporarily. The BLM, when assessing suitability for oil and gas leasing, is often operating from environmental documents that are more than 30 years old, well before horizontal fracking with its huge water requirements was even dreamt of. These leases are for 10 years. The state has a similar minimum, but its leases are for a shorter five years, with a one year option.

Surely, someone, maybe even the governor, should want to know how this staggering transfer of ownership, for that is effectively what an oil lease is, will impact the state's land, water, wildlife and recreation base. This knowledge is particularly important if one is interested in the potential water demand of thousand of fracked wells on these ever growing 20,000 square miles of oil leases. By comparison, the Bakken oil field in [North Dakota](#), the new darling of the industry, is thought to measure only about 15,000 square miles.

Governor Hickenlooper at a recent meeting of the big water users and developers in the state said, unremarkably, that water is our most important resource. One could hope he was channeling W.H. Auden who observed, "Thousands of people have lived without love, but no one has lived without water."

Unfortunately, the evidence suggests that Hick's recitation was one of those made-for-the-audience statements, containing not even the least notion of what it was going to take to protect Colorado's water in the face of massive new industrial demands from fracking.

The estimates for the number of new wells in the state over the long term are dicey, at best. The state has made none and apparently has no plans to do so. Thus, a swipe-at-the-sky estimate using industry statements made in public forums must serve as the basis for an estimate. An industry hydrologist said at a public meeting in Castle Rock, CO, a couple of years ago that they expected 60,000 new wells in the state over the next 20 years. More recently an industry spokesperson said that there could be 100,000 new wells in the state in 30 years. These would be in addition to the industry's 50,000 presently producing wells in the state. These projections are not out of line with the estimated acreage under lease to the industry.

The 100,000 new well projection also jibes with recent drilling permit data. Last year 3,770 drilling permits were approved. If this number were to be repeated annually over the next 30 years, we might expect at least 100,000 new wells. In 2007, before natural gas prices tumbled from the production glut, 8,000 new well permits were approved. So, a projection of 3,300 new wells a year, where oil is the prize, not gas, is well within historical bounds.



Private evaporation pit for a complex of wells owned by a single company. Notice the white water truck with a red cab, emptying into the pit. Photo courtesy of TEDX The Endocrine Disruption Exchange

A wild card factor in the estimate game is the rarely discussed possibility that many of these wells will be refitted to tap different shale formations both above and below the Niobrara formation which is currently the big play—apparently an ersatz gambling term

the industry likes to use to describe its development activities. These formations number as many as eight in some parts of the state. Development of these other shale formations would also increase well and water demand numbers.

As a general rule a vertically fracked well, which almost all of the 50,000 presently producing wells are, requires about 250,000 gallons of water in the initial frack. They can be and often are fracked multiple times to keep the oil and gas moving to the surface.

The new horizontally fracked wells take much more water, approximately five million gallons per well for the initial frack. They, too, it is thought, will be refracked, but the frequency is unknown given the activity's infancy. The head of technical development for Halliburton has said, however, that refracking will require marginally more water with each refrack to be effective.

For purposes of attempting to estimate the overall water demand from fracking over a 30 year planning horizon, we can posit that by the year 2043 about 80 percent of the 100,000 new wells would be horizontally drilled and that the remaining 20 percent would be vertically drilled. This extremely conservative configuration would result in a water demand of 13.4 billion gallons for new wells in that year, or in the language of water planning, 41,000 acre feet. (An acre-foot, af, is 326,000 gallons, the amount of water required to cover an acre of land to a depth of one foot).

It is extremely important to note that water use by the industry is like no other. When they use water, they destroy it for any other use. When cities and agriculture use it, about 50 percent of it is returned to sustain streams and be reused by those downstream. So, while 41,000 af would be enough water for the domestic needs of about 410,000 people only half of it is actually consumed, with the other half being available for, in this example, another 410,000 people downstream.

By comparison, when the industry uses 41,000 af of water it consumes it all; thus, in reality, it is using enough water for the domestic needs of more than 800 thousand people. This consumption calculation is usually overlooked or ignored by industry apologists, both inside and outside government.

And remember something approaching the 41,000 af of annual demand in the 30th year would have been necessary to the industry for many years prior. Indeed, such demand might continue on indefinitely into the future, depending on the industry's level of success in mining the multiple shale formations that underlie much of the state.

Still, it's when one attempts to add in the potential water demand from refracking existing wells that the gallons begin to resemble something even Henry Paulson would recognize as really big.

For example, if one fifth of all wells needed to be refracked every year to sustain some level of production in a population consisting of 80 thousand horizontally fracked wells and 70 thousand vertically fracked wells, the annual water requirement, in the 30th year, could exceed 270,000 af annually, or enough water for the domestic needs of over five million people since fracking's demand is based on 100 percent consumption or destruction as explained above. And here again something resembling this water requirement for refracking would have been required for many years previous and many years following. By comparison Denver's present annual water demand, both residential and industrial, is approximately 240,000 af, only half of which is actually consumed.

And even if only one tenth of all wells needed to be refracked annually, the demand, based on 100 percent consumption, when added to what is projected for new wells is still staggering. This is particularly so in light of the fact that all of Colorado's rivers on the front range, generally the rivers draining the east side of the continental divide, are already over appropriated; that is, there are more people with water rights than there is water to satisfy those rights. In fact, the taxpayers of this state have paid hundreds of millions of dollars to neighboring states, either through cash penalties or other forms of compensation, for water the state's agricultural users have stolen.



Cannons shooting water to increase evaporation at the Ignacio natural gas processing plant. Note the cracks in the dirt berm in the foreground. Photo courtesy of TEDX The Endocrine Disruption Exchange

A few years back, the U.S. Supreme Court in ruling against Colorado in the Arkansas River case said, condemningly, that Colorado knew or should have known that it was stealing water that belonged to Kansas. The taxpayers have always paid the costs of repair, not the farmers who stole the water, but that is old news.

Add to this mix that climate change is predicted to reduce snow pack and runoff in the southern Rockies. In fact, the U.S. Bureau of Reclamation in a new study predicts the annual flow of the Colorado River will be reduced by nine percent because of future temperature increases caused by climate change. It did not look at additional decreases that might result if the snow pack were also diminished. But NOAA has added to the grimness of our water future in a new report that projects a 10 percent to 20 percent reduction in Colorado's snow pack by 2100 if CO2 emissions continue to grow at a modest rate. Thus further diminishing spring runoff to the Colorado and other rivers heading in the state, as well. Always, the Colorado River has been the river the water tycoons have targeted when more is needed, and more is always needed as long as the public can be gulled into paying for development.

One could argue that using some portion of the public's water for fracking couldn't possibly be any worse than using it to raise corn which is then turned into ethanol. Ethanol is probably a net energy loser. Some may recall that Cornell's Professor Pimentel, among others, argued back in 2003 that it took more energy to produce ethanol than it generated. In Colorado, about 86 percent of the public's water is used by agriculture, much of it to grow corn. Nationally, about 40 percent of all corn is converted to ethanol.

Alas, science-based assertions that ethanol was just another chimera did not stop the U.S. from adding requirements that some portion of every gallon of gas sold in this country has to contain the stuff. This came to be in that glory of American law making, the aforementioned Energy Policy Act of 2005. The virtue of ethanol in our gas tanks was a favorite nostrum of then Senator Ken Salazar. He, advertising himself as the senator for rural America, said ethanol would save the country. Colorado, incidentally, is one of the most urbanized states in the union. Salazar will soon be returning to the state since his resignation as Interior Secretary. The *Denver Post* is already touting him as a gubernatorial candidate in 2016, presumably after Hick leaves to run for President, an idea floated most recently in a *New York Times* editorial. He should have the oil industry's financial backing.

Still if the oil industry wants the public's water in what, by any reasonable yardstick, will be significant quantities, there should be a wide ranging public discussion of our water dilemma and how best to guarantee a future that protects the public's water resources and the natural splendors of the state. That discussion does not seem to be on the Governor's radar. He, in fact, has said repeatedly that he hopes the concept of self-regulation can continue to form the underpinnings for the state's relationship to the industry.



In Colorado, trucks haul fluids more than 100 miles one-way into Utah on Interstate 70 (where the speed limit is 75 mph) to a large open pit facility. Photo courtesy of TEDX The Endocrine Disruption Exchange

Industry self-regulation is self-fulfilling in this instance since Colorado only has 16 inspectors to oversee the states 50,000 operating wells. These inspectors have responsibility over the state's 80,000 non-operating wells, as well. Further complicating enforcement is the fact the state regulations disallow local environmental, health, and law enforcement staff any independent inspection or enforcement powers. It would seem that we have self-regulation by design.

The potential demands on Colorado's fresh water should alarm every sentient being in the state. It's too bad most of them have no recognized rights.

Equally disturbing is the way the industry is allowed to dispose of the polluted water that returns to the surface as part of the initial oil and gas production phase. Most of this flow-back water, as it is termed, is trucked off and reinjected into old wells that have been authorized for the purpose. Called Class II wells, about 200 of them are being used for [fracking wastewater disposal](#), though the COGCC, recognizing the huge long-term demand, has recently drafted new regulations that would allow all nonproducing wells to become disposal wells. As I stated earlier, roughly 80,000 of these wells pock the state.

Some of course probably won't be tapped, for some are within yards of schools and playgrounds and some others will be reopened given the new technology. Some others as Shane Davis of Fractivist has shown in his invaluable study of wells in Weld County actually are shallowly buried beneath new housing. Their reuse might prove difficult.

Some sense of the magnitude of the potential waste-water disposal problem is gained by looking at the situation in Texas. There, according to state data, more than 50,000 disposal wells are used to service 216,000 active drilling wells.

It would be folly to deny, as one bobs down the vast river of deregulation big money and political mendacity have created under the guise of job creation, that the greed heads don't rule the regulatory world in Colorado, if not the nation. In this regard Colorado looks a lot like Nigeria.

How much frack water is disposed of through the above described process? Well, from information gained from state studies done in North Dakota—there are no comparable studies available in Colorado—early returns of water from a newly fracked well vary from 11 percent to more than 50 percent of the injected water.

In addition to the early flow-back water, other water, called produced water, continues to be carried back to the surface over the operative life of the well, though in much reduced quantities. It too is destined for the reinjection graveyard. Information gathered in Texas, where disposal tracking is valued, suggests as much as 70 percent of the initial frack water volume, eventually, may have to be reinjected into disposal wells.

Although there is some reuse of frack water in the field, whatever is left is ultimately reinjected. Many alarms are being sounded about this practice. The former chief scientist in EPA's Class II well permitting program has become suspicious of how the program is metastasizing well beyond its rather modest beginnings and has warned that all of these supposedly safe disposal wells will ultimately leak and, therefore, hold the fearful potential of infecting surrounding groundwater.

Mark Williams, a University of Colorado hydrologist studying western energy development is quoted in a recent ProPublica article as saying, "You are sacrificing these aquifers ... By definition, you are putting pollution into them. ... If you are looking 50 to 100 years down the road, this is not a good way to go."

The seriousness of his assessment is given new meaning by the fact that in Mexico City deep aquifers, more than a mile deep, are being considered as a new long-term water supply as traditional sources dry up or become overtaxed.

Many other physical scientists have sounded the same alarm about production wells. Perhaps chief among them is Cornell Professor Anthony Ingraffea, himself a former industry scientist. It is his estimation that about seven percent of wells will leak almost immediately, 60 percent will leak in 30 years, and all will eventually leak. His concerns are more than borne out by a Duke University study in the Pennsylvania Marcellus showing remarkably high incidences of groundwater contamination associated with relatively new fracked wells. The industry has rolled up into its traditional pill-bug denial configuration, deflecting all charges.

Despite the industry's trademark *see-no-evil* stance, some of the industry's own studies relate the danger and substantiate Professor Ingraffea's research. Schlumberger the industry's clear leaders in fracking technology, along with Haliburton, said early on that under sustained well head pressure five percent of wells would fail within a year, 26 percent of wells at age four and 60 percent would fail at maturity, 32 years.

A 2009 study by members of the Society of Petroleum Engineers reached similar conclusions. Neither of these last two studies could be confused for the ranting of fire-breathing Jacobins.

In Colorado roughly 60 percent of the state's water is groundwater. Much of it may be at risk if the production and injection free-for-all continues. And if that weren't enough we can add that we don't really understand the nature of the risk since we don't know the chemistry of the water being injected. Yes, this water is largely unmeasured as to its constituents because it is exempt from the requirements of federal environmental law.

But consider this, in Douglas County south of Denver, one of the richest counties in the nation, ground water overdrafting is of epidemic proportions, having fallen more than 300 feet as a result thereof. It may be that in the future, a significant part of the supply for those inhabitants will have to come from even deeper aquifers. Will those aquifers be polluted and rendered unusable by our present shortsightedness?

The governor would do well to recognize that in storytelling the fellow who poisons the well is always the villain. Even the greater villain, in the modern day story, perhaps, is the overlord who accommodates it.

End Notes: Down a very deep rabbit hole

Not long ago a *New York Times* editorialist asked, given our plodding indifference to climate change, if we were going to be able to “avoid the greatest intergenerational environmental injustice of all time?” The fellow asking the question was Thomas Lovejoy, a professor of science at George Mason University and chairman at the H. John Heinz III Center for Science, Economics and the Environment.

His answer was muffled in doubt. In particular he wondered if we could act soon enough to limit heat-trapping gasses from exceeding the critical threshold of a 2 degrees C increase by 2100. True, many of us will be dead by 2100, I for sure. But my grandchildren and yours might not be if we act quickly to embrace a concept Nathaniel Hawthorne called the magnetic chain of humanity, but, of course, any variation on the notion that we-are-all-in-this-together will do.

Our link in this magnetic chain would be to simply insist that all venting and flaring of gasses at wellheads must cease except in the case of emergency.

As stated earlier, the technology is already developed to accomplish this. In addition, state law forbids waste in the production of natural resources. But that prohibition has probably gone the way of the constitutional prohibition against subsidizing private corporations. They have been overturned by the courts in whack-a-do rulings or simply ignored by the political ruling class armed with internal memos undoing the done.

All wells could not be converted at once, of course. So closures would have to be instituted until they could be. After all, waste of a natural resource, remember, has long been forbidden by our state law, and as the politicians are fond of saying, this is a nation of laws.

This prohibition would also apply to any new wells in that production could only commence once pipelines were in place to capture both the oil and gas. Oil can be stored on site, but gas cannot, at least not without substantial costs to the industry. This is the reason that in North Dakota the natural gas is simply flared and vented. The waste there was recently described as being great enough to power all the homes in Chicago and Washington, D.C. combined.

Norway, for instance, employees the waste-limiting regimen described above. They allow no production until the infrastructure is in place to capture both the oil and gas produced. Another big difference between Norway and the U.S. is that the resource is treated as a national resource, not one to be exploited by every character with an appetite for riches and who happens to own a checkbook, a drill bit, and a pickup. Denmark’s production is regulated as well to serve the national needs and accounts for over 25 percent of national revenues annually, though most goes into a rainy day trust fund for when the oil peters out.

Unlike Norway we continue down a path laid out by the industry. Waste, while illegal, is acceptable as long as it serves the industry’s bottom line. The true extent is unknown because it is unmeasured by the state. Thus, we are reduced once again to making our own calculations. So, if from four to seven percent of the 1,500 billion cubic feet of gas produced in Colorado in 2011 were lost through a leaky process as documented by NOAA and calculated by Ingraffea and others, we, in Colorado, would have wasted between 60 billion and 105 billion cubic feet of methane gas to the atmosphere. This is enough gas to heat between 750 thousand and 1.3 million Colorado homes. According to the census there are 2.2 million housing units in the state.

If we add in the amount of gas that is flared, which is almost certainly a greater amount, we can see that what is wasted in Colorado might not heat all the homes in Chicago and Washington D.C. combined, but is certainly enough to heat all the homes in Colorado.

For the public to regain control of the water it owns, several things need to be done? First, and most importantly, a serious water demand study with projections extending out at least 30 years must be conducted. Factored into these projections of demand must be a realistic examination of the sensitivity of our future water supply to climate change.

The reality of climate change has simply been ignored as the water buffaloes continue to look at the worn out solution of more dams financed by the public for the enrichment of the few, most recently the developers, but now, too, the oil industry. In this regard, know that we already have more than 2,000 reservoirs in this state, over half of them on the Front Range. Many often will not fill if climate change hits hard the southern Rockies as many climate scientists predict.

Water conservation, particularly in the agricultural sector which, as stated earlier, uses about 86 percent of the water, will almost certainly have to become more than a politician's palliative if we are to realize a rational water future. Future conservation might even include the curtailment of corn-ethanol production, with its high demand for water and petrochemical fertilizers—but only if sanity reigns.

The result of the study will indicate where and how much water might be available to the industry. It is quite possible the study under certain climate change futures might indicate no safe availability. In which case, the industry would have to seek more expensive fracking mediums. In British Columbia, propane is reportedly being used successfully instead of water for fracking. Its use has the beauty of simplicity: gas in, gas out, thus, greatly reducing the wastewater disposal factor, though not the groundwater contamination threat.

Clearly, this sort of analysis needs to be done before more land is leased to the industry or more water destroyed. In a rational world, one in which the planet's and public's well being came first, this analysis would have been done already and the consequences understood.

Remember, too, that when the climate-change-denying, job-whores start their whine that jobs come before fustian concerns over our constitutional rights to "public peace, health, or safety," remind them there will be a host of new jobs available in the oil patch. It will take a lot of people to install the controls needed to curb the huge waste of methane into the atmosphere at wellheads and along aging pipelines.

Because we really have no understanding of what we are doing in this dystopian nightmare of our own making, a moratorium on new leasing and horizontal fracking must be instituted. If Hick and his cohorts in the legislature cannot be made to understand our mutual responsibility in the climate change battle, or more personally our responsibility to the health of our fellows, human and otherwise, the folk will have to invoke its right to direct democracy through the initiative process, which our constitution describes as the "first power ... reserved by the people."



Commercial evaporation pits that accept fluids from independent truckers for a fee. Photo courtesy of TEDX The Endocrine Disruption Exchange

The initiative process is hated by the political elite, but it is the grand gift to us from the writers of our constitution who understood the corrupting power concentrated wealth had in the 19th century over federal and state legislatures, particularly as used by the railroad barons. The oil industry is more than a worthy modern-day replacement.

If we assume that, in the near term, some water might be available to the industry as a result of the comprehensive water supply study, the present free-for-all, in which every petty water provider can sell to the industry on the spot market for a tidy profit, must be eliminated

First, speculation in water as a commodity is forbidden by our constitution. If anyone is to receive the benefit of a market sale it should be the public to which the water belongs constitutionally and, in many cases, has paid for through federal and state subsidized water development programs.

Perhaps no one would be surprised, given the lay of the land in Colorado, that even though the public owns the water, it has never received any monetary consideration for the "beneficial use" of that water. On the other hand, if the public ever needs its water back to satisfy a growing population or to restore a river or stream, it must pay a market rate to reacquire it. The state's constitution says the right for the beneficial use of water shall never be denied, but it does not say that reasonable compensation cannot be built into the transaction.

Secondly, the oil industry, like every other developer in the state, must be made to demonstrate they have a reliable water supply and identify the source of that supply as part of the leasing and permitting process. Evasion of this requirement, as the BLM and the state

have allowed, by pretending that there is no relationship between land leasing for oil development and cumulative water demand is nothing short of idiocy. If they lease, we must assume they intend to drill, at least exploratorily, and that water will be the fracking medium.

Moreover, saving any short-term, fresh-water surpluses by injecting them into our rapidly receding Front Range groundwater reservoirs should always be considered. This water-reserving approach would help provide a long-term insurance policy against an uncertain water future, particularly since underground reservoirs tend to collapse once stripped of the structural equilibrium the mined water provided.

A complication in reclaiming the public's right to protect its water supply from destruction whether by fracking or any other use is contained in a law the legislature passed in 1979. This legislation took deep ground water out of the public estate and gave it to the state water engineer for his administration. This was done so that developers in Douglas County could continue to over appropriate the groundwater that was otherwise threatened by the constitutional requirement to appropriation, that is, you can't appropriate something that is already used.

To accomplish this slight of hand, they created a new class of water, calling it non-tributary groundwater. Apparently, they would have us believe it came from the center of the earth, not from slow surface percolation into deep aquifers. The result of this misbegotten assault on the public's estate is a 300-foot decline in the groundwater table, as mentioned earlier. Unwittingly their malfeasance has set the stage for a inevitable fight between the oil industry and the developers over who gets the rest, the stuff the legislature apparently thinks came from the center of the Earth.

In this regard, it should not go unnoticed that in the writing of the state's constitution considerable debate surrounded who should be the owner of the water in Colorado, the state or the public. The Populists won the day, arguing that if they gave it to the state, the state would let the wealthy and the corporations steal it.

We need to take back what is ours, and, despite the framer's best efforts, perhaps they knew, someday, we might have to seek our own remedies. Perhaps that's why they reserved for us the "first right" of legislation, the right of direct democracy, the right of the initiative.

As for Hick, he probably doesn't agree with any of this. Why only last week he was back in Washington regaling Senators with stories of his derring-do in [drinking fracking fluid](#). If it didn't hurt him, it must be ok, reasoned he. What he didn't say was that the fracking fluid he was drinking is quite expensive and is not known to have been used anywhere in Colorado. Equally unclear is whether Hick shows any of the signs Dr. Colborn's studies indicate are associated with breathing fracking chemicals. Among them are a loss of empathy, smaller head size, and reduced cognitive powers.

As an activist told me at a rally against fracking at the state capitol, he wanted Hick to drive up near Longmont, where a spill of more than 80,000 gallons of green fracking fluid occurred last week, and drink a dram or two of that stuff. He said to those gathered, "now folks, that would be an acid test."

In the end, if Hick and his administration can't be turned toward defending the public interest, the public will have to go it alone with the support of a growing number of legislators who know their political future may depend on joining this fight against unregulated fracking. In fact, many are beginning to realize it is not so much a question of political well being as being on the right side of history.

In the short term that means every like-minded community, grassroots and public interest group in the state should sign on to help Longmont in defending its right to ban, either materially, with amicus briefs, or simply in letters of open support.

Last month, the city council of [Fort Collins](#), the state's fourth most populous city, passed a preliminary ban on all drilling within city limits. It also issued a letter of support to the people of Longmont. Can other cities be far behind?

Visit EcoWatch's [FRACKING](#) page for more related news on this topic.

Former Environmental Protection Agency scientist Wes Wilson contributed to this article.

CITY COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA ITEM: **6.B**

SUBJECT: Approval of Ordinance No. 636-15 issuing an Addendum to the ARB Niobrara Connector Annexation Agreement

PRESENTED BY: N. Zach Ratkai, Flood Recovery, Building and Neighborhood Services Manager

PROJECT DESCRIPTION:

The attached ordinance and addendum to the ARB Niobrara Connector Annexation Agreement authorizes the calculation of drainage impact fees for construction on the property to be phased in that they will be tied to disturbed area of construction rather than the entire lot upon which construction is taking place.

The initial phase of construction for the crude oil transload facility proposed will occur on sixty (60) acres, with the entire site being two-hundred fifteen (215) acres. Instead of waiving a portion of the fee, the proposal brought forth to the Evans City Council is an addendum to the annexation agreement to defer the collection of the entire drainage fee in phases with each subsequent phase of construction.

Due to a calculation error in the fee described in the original addendum. The original fee was listed at **\$188,244.00**. After calculation of the drainage impact fee based upon the 2015 Evans Fee Schedule, the charge listed should be **\$183,244.00**. The error was due to a mis-calculation from the Building Official.

STAFF RECOMMENDATION:

The City of Evans staff recommends approval of the attached ordinance correcting the addendum of the ARB Niobrara Collector Annexation Agreement to allow for an accurate calculation of the fees imposed on the building permit.

SUGGESTED MOTIONS:

“I move to approve Ordinance No. 636-15 on second reading.”

“I move to deny the adoption of Ordinance No. 636-15.”

CITY OF EVANS, COLORADO

ORDINANCE NO. 636-15

AN ORDINANCE APPROVING A CORRECTED ADDENDUM TO THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT, GREAT WESTERN ETHANOL LLC, NOWARB NIOBRARA CONNECTOR, LLC

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, the City and Great Western Ethanol, LLC, entered into an Annexation Agreement (the "Agreement") on October 5, 2004 pursuant to which the property more particularly described on Exhibit A, which is attached hereto, incorporated herein and made a part hereof (hereafter referred to as "the Property") was annexed into the City; and

WHEREAS, a First Amendment to Annexation Agreement was approved and accepted by the City on 20th day of December, 2007 but the First Amendment was not recorded; and

WHEREAS, a Second Amendment to the Annexation Agreement was approved and accepted by the City on the 21st day of July, 2015; and

WHEREAS, pursuant to Section 26 of the Agreement, any heirs, transferees, successors and assigns of Great Western Ethanol shall be subject to the terms of the Agreement, as if they were original parties thereto, and any transfer of all or any portion of the Property is subject to approval of the City; and

WHEREAS, the Property is now owned by ARB Niobrara Connection, LLC ("Owner");

WHEREAS, the Owner desires to develop the Property for use as a crude oil trans-loading terminal, the Niobrara Connector ("NiCon") to serve producers and market participants in the greater DJ Basin – Niobrara shale play located in northeastern Colorado and southeastern Wyoming; and

WHEREAS, in order to facilitate such development, the Owner has negotiated the change in the timing of calculation and collection of drainage impact fees through Addendum, a copy of which is attached hereto as Exhibit A, and has requested that the City Council approve the Addendum to the Annexation Agreement, and

WHEREAS, the City Council has reviewed the matter and determined that it is in the best interest of the residents and electors of the City of Evans as well as the public health, safety and welfare to encourage such development and to approve the Addendum to the Amended Agreement.

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

1. The Addendum to the Second Amendment to the Annexation Agreement – Great Western Ethanol LLC, attached as Exhibit A, is hereby approved.

2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance. Any provision to the contrary notwithstanding, nothing in this Ordinance or the Amended Agreement it approves shall affect the fact that the Property previously was and remains annexed to the City of Evans.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 3RD DAY OF NOVEMBER, 2015.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John Morris, Mayor

PASSED AND ADOPTED ON A SECOND READING THIS 17TH DAY OF NOVEMBER, 2015.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John Morris, Mayor

ADDENDUM TO SECOND AMENDMENT TO ANNEXATION AGREEMENT,
GREAT WESTERN ETHANOL, LLC, NOW ARB NIOBARA CONNECTOR

THIS ADDENDUM is entered this 3RD day of November, 2015, by and between the City of Evans, Colorado (“the City”), acting by and through its City Council and ARB Nioibrara Connector, LLC (“ARB”).

WHEREAS, the City, previously entered into an Annexation Agreement with Great Western Ethanol, LLC (“the Annexation Agreement”), and

WHEREAS, the Annexation Agreement was subsequently amended, including the Second Amendment entered into on or about July 7, 2015 between the City and ARB, as the successor in interest to Great Western Ethanol, LLLC, and

WHEREAS, the Second Amendment authorized, among other things, ARB to develop and construct a crude oil trans-loading terminal facility on a property described on Exhibit A, attached to the Second Amendment (“the Property”), and

WHEREAS, Section 13.16.090 of the Evans City Code provides for the assessment of certain fees, including drainage fees in connection with development of property, and

WHEREAS, Section 3.30.020 of the Evans City Code authorizes the City Council to waive certain types of fees associated with the development of property within the City’s limits, but specifically provides that drainage fees shall not be waived, and

WHEREAS, the drainage fees assessed in connection with development of property is based on the size of the area included within the property, and

WHEREAS, the Property in its entirety consists of two-hundred fifteen (215) acres, of which only 60 acres, more or less, will be used as part of the development of the trans-loading facility, with the remainder of the Property remaining unaltered until future development occurs, and

WHEREAS, although the drainage fees associated with the Property cannot be waived by City Council, Chapter 13.16 allows City Council to determine the timing of the payment of the drainage fees, and

WHEREAS, City Council has determined that it is appropriate to require ARB to pay the drainage fees associated with the portion of the Property being developed and used as a trans-loading facility now, as part of such development, and then to require that the remainder of the drainage fee associated with the Property be paid at the time the remaining portions of the Property are developed.

NOW THEREFORE, IN MUTUAL CONSIDERATION OF THE RIGHTS AND OBLIGATIONS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. Upon issuance of building permits for construction of improvements associated with the development described herein, ARB shall pay to the City drainage fees in the amount of **\$183,244.00**. Such payment shall be deemed full payment of the drainage fees associated with the approximately sixty (60) acres to be used by ARB for the trans-loading facility.
2. Drainage fees for the remaining approximately one-hundred fifty-five (155) acres of the Property not used in connection with the trans-loading facility shall be paid at the time of further development of the Property, based on the rates in effect at the time of such future development. As used in this section, the term “future development” shall include but is not necessarily limited to the following; building permit and grading permit.
3. Nothing in this Addendum is intended to or shall affect any provision of the Second Amendment or other existing agreements between the Parties.

CITY OF EVANS, COLORADO,
A Municipal Corporation

By: _____
John Morris, Mayor

ARB Niobrara Connection, LLC,
A Delaware Limited Liability Company,
By: ARB Midstream, LLC,
A Delaware Limited Liability Company, its sole member

By: _____
Adam Bedard,
Chief Executive Officer

CITY COUNCIL COMMUNICATION

PROJECT: Rush Subdivision Rezoning

AGENDA ITEM: 6.C

PREPARED BY: Sean Wheeler, City Planner

ACTION: Consideration by City Council

REVIEWED BY: Fred Starr, Public Works Director

HEARING DATE: November 17, 2015



SITE INFORMATION	
Location:	665 31 st Street. The northeast corner of the intersection of 31 st Street and US Highway 85. (See attached Vicinity Map)
Applicant:	City of Evans
Existing Land Use:	Commercial Vehicle Service Facility (Conoco Truck Stop)
Proposed Land Use:	Commercial Vehicle Service Facility (Conoco Truck Stop)
Surrounding Land Uses:	North Unimproved
	South Non-Conforming Structures, Abandoned
	East Rail Road ROW and Greeley Industrial Park
	West Non-Conforming Structure, Site Under Redevelopment
Existing Zoning:	85-RC-R and 85-RC-A
Proposed Zoning:	85-RC-R
Surrounding Zoning:	North 85-RC-A
	South 85-RC-R
	East 85-RC-R
	West 85-RC-R
Future Land Use Designation:	Highway 85 Corridor Plan Commercial Use

PROJECT DESCRIPTION / ANALYSIS:

A. The City Planning Director seeks approval to rezone the subject property from a combination of both 85-RC-A and 85-RC-R zones to just the 85-RC-R zone. The site currently consists of two parcels, where the parcel to the north is zoned 85-RC-A and the parcel to the south (with the truck stop improvements) is zoned 85-RC-R. The letter from Petroleum Wholesale’s legal staff is attached stating that the owner of the subject property is in agreement with and supports this request.

B. This rezoning is contingent on administrative approval of the Rush Subdivision plat. The Rush Subdivision is a reconfiguration of four parcels into two lots. The plat can be approved administratively because there are no dedications to the public for utilities or right-of-way. The City Code also allows for approval of a subdivision administratively where fewer than five lots are created. This subdivision is necessary in order to reconfigure the four parcels into two lots, to facilitate Rush Inc.’s plans to purchase and develop the site to the north, and to provide them with direct access onto 31st Street. The Petroleum Wholesale property will increase in size and this action will provide the same zoning to the new, larger lot. Zoning on the property being purchased by Rush Trucking will not change and that site will develop consistent with the US Highway 85 Corridor requirements.

PLANNING COMMISSION: The Planning Commission considered the request at a public hearing on October 27th, 2015. Because of the timing allotted between their hearing and that by City Council, Staff will provide an update at the Council Hearing as to their discussion and vote on this item.

STRAGIC PLAN, FOCUS, GOALS: This project relates most directly to two of the City Council’s identified strategic goals and objectives for Evans, as reflected in the icons used in this report:

Creating a Diverse Economy: 

Creating a Self-Sustaining City: 

STAFF RECOMMENDATION:

Staff recommends approval for the rezoning, to take effect on the signing and recording of the Rush Subdivision Plat. Approval will apply the same zoning to the entire lot and eliminate split zoning, which is not allowed by the Municipal Code.

DRAFT MOTIONS:

Mr. Mayor, I make a motion to adopt Ordinance No. 637-15 for the Rush Subdivision Rezoning on second reading.

Mr. Mayor, I make a motion to deny Ordinance No. 637-15 for the Rush Subdivision Rezoning.



October 1, 2015

Fred Starr
Public Works and Community Development Director
City of Evans Colorado
1100 37th Street
Evans, Colorado 80620

RE: Zoning for Evans Colorado Property

Dear Mr. Starr:

To follow up on our recent correspondence, Petroleum Wholesale, LP supports the City of Evans amending the Hwy 85 zoning to reflect Lot 2, Rush Subdivision, being rezoned from the current 85-RC-A and 85 RC-R to 85-RC-R. IF you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "A. Sullivan", written over a horizontal line.

Anthony F. Sullivan
General Counsel

PETROLEUM WHOLESALE L.P.

P.O. Box 4456 • Houston, TX 77210

8550 Technology Forest Place • The Woodlands, Texas 77381

Telephone: (281) 681-1000 • FAX: (281) 681-7689

RUSH SUBDIVISION LOTS 1 & 2

Being an Amended Plat of Parcel B, Buell Annexation, and Hauns Addition Annexation,
 Located in the North Half of Section 20, Township 5 North, Range 65 West of the 6th P.M.,
 City of Evans, County of Weld, State of Colorado

DATE: 5/13/2015
 FILE NAME: 2015416SUB
 SCALE: 1"=60'
 DRAWN BY: CSK
 CHECKED BY: SIP

KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821



REVISIONS:	DATE:	BY:
GOOD CHECK	5/13/2015	SIP

RUSH SUBDIVISION
 FOR
DESIGN ARCHITECTS PLUS, INC
 1501 S.W. 104TH
 OKLAHOMA CITY, OK 73159

PROJECT #:
 2015416

1
 SHEET 1 OF 2

OWNER'S EDUCATION AND APPROVAL

Know all men by these presents that we, Evens Development Company LLC and Sun Development LP, being the owner(s), mortgage or lien holder of certain land in Evans, Colorado, described as follows:

A parcel of land being part of the North Half (N1/2) of Section Twenty (20), Township Five North (T.5N.), Range Sixty-five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), City of Evans, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 20 and assuming the South line of the Northwest Quarter (NW1/4) of said Section 20 as bearing North 89°41'52" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2644.72 feet with all other bearings contained herein relative thereto;

THENCE North 89°41'52" East along said South line a distance of 1954.97 feet to the Easterly Right of Way (ROW) lines of United States Highway 85;
 THENCE North 00°25'30" West along said ROW a distance of 40.00 feet to the North ROW line of 31st Street and to the POINT OF BEGINNING;

Thence along the Easterly ROW lines of said Highway 85 the following Four (4) courses:
 THENCE North 00°25'30" West a distance of 172.20 feet;
 THENCE North 17°25'30" East a distance of 534.85 feet;
 THENCE North 36°54'57" East a distance of 2012.11 feet;
 THENCE North 84°39'57" East a distance of 59.70 feet to the Westerly ROW line of the Union Pacific Railroad and to the beginning point of a curve, non-tangent to the aforesaid line;
 Thence along said Westerly ROW line the following two (2) courses:
 THENCE along the arc of a curve concave to the Southeast a distance of 24.80 feet, said curve has a Radius of 2665.00 feet, a Delta of 0°31'44" and is subtended by a Chord that bears South 23°11'12" West a distance of 24.80 feet to a Point of Tangency;
 THENCE South 23°27'04" West a distance of 2471.68 feet to the North ROW line of 31st Street;
 THENCE South 89°41'52" West along said North ROW line a distance of 489.48 feet to the POINT OF BEGINNING;

Containing 21.378 acres more or less: have by these presents laid out, platted and subdivided the same into lots and blocks, as shown on this plat, under the name and style of Rush Subdivision, and do hereby dedicate to the public all ways and other public rights-of-way and easements for purposes shown hereon.

OWNER: Evens Development Company LLC
 Executed this _____ Day of _____ A.D. 20____
 By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF COLORADO)
 COUNTY OF WELD)SS
 The foregoing certificate was acknowledged before me this _____ day of _____, 20____.
 Witness my hand and seal: _____
 Notary Public
 My Commission Expires: _____

OWNER: Sun Development LP
 Executed this _____ Day of _____ A.D. 20____
 By: _____ As: _____

NOTARIAL CERTIFICATE

STATE OF COLORADO)
 COUNTY OF WELD)SS
 The foregoing certificate was acknowledged before me this _____ day of _____, 20____.
 Witness my hand and seal: _____
 Notary Public
 My Commission Expires: _____

SURVEYING STATEMENT

I, Steven Parks, a Licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the survey represented by this plat was made under my supervision and the monuments shown herein actually exist and this plat accurately represents said survey.

PRELIMINARY

Steven Parks - On Behalf Of King Surveyors
 Colorado Licensed Professional
 Land Surveyor #36348

CERTIFICATE OF APPROVAL BY THE DEPARTMENT OF PUBLIC WORKS

This plat is hereby approved by the Department of Public Works this _____ day of _____, A.D. _____

Director

CERTIFICATE OF APPROVAL BY THE CITY CLERK

This plat is hereby approved by the City Clerk of Evans, Colorado, this _____ day of _____, A.D. _____

Mayor

Attest: _____
 City Clerk

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Northwest Quarter of Section 20, T.5N., R.65W., as bearing North 89°41'52" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2007, a distance of 2644.72 feet with all other bearings contained herein relative thereto.

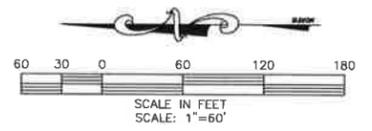
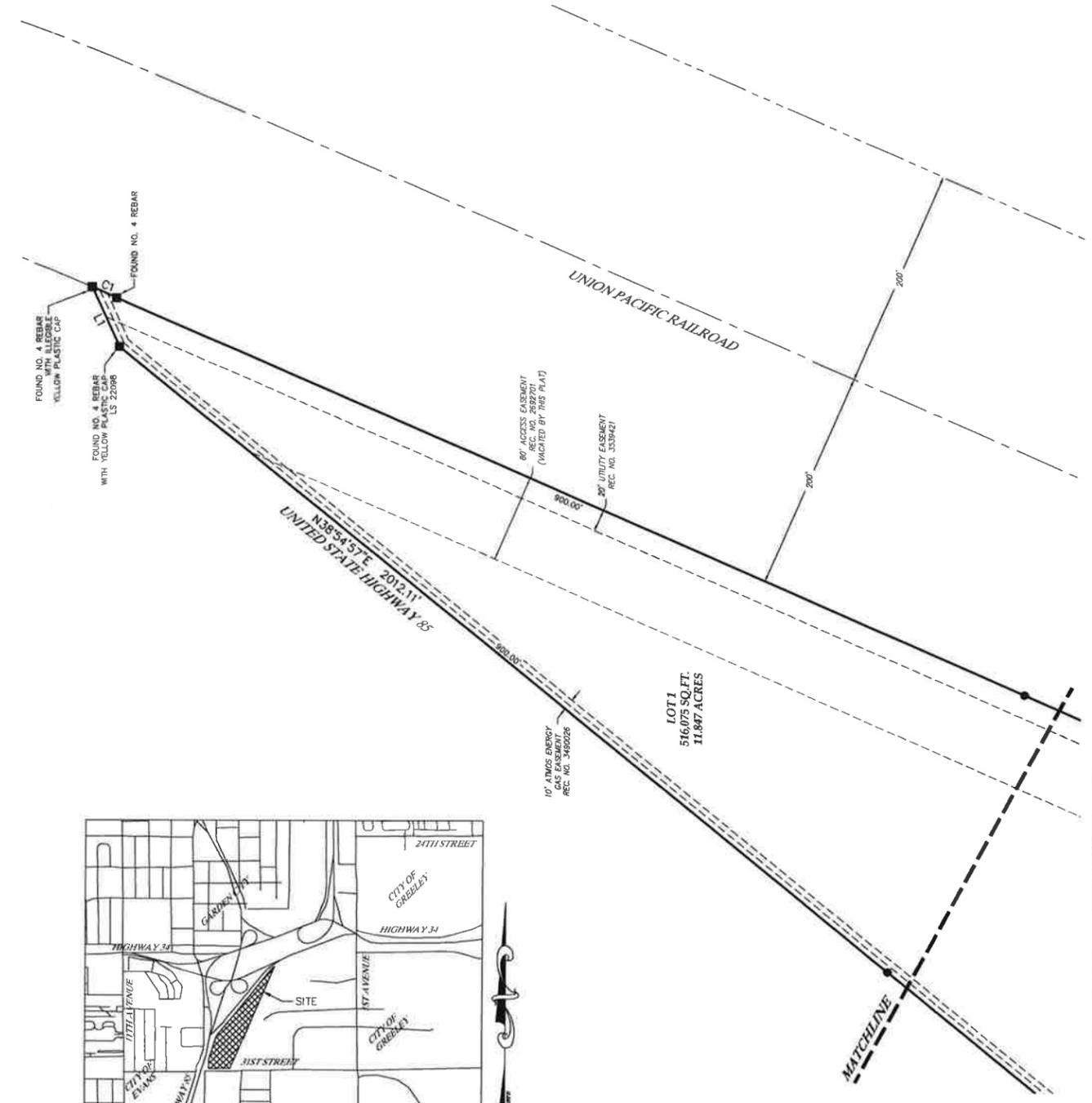
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

TITLE COMMITMENT NOTE

This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number 585-F0518501-340-LBC, dated May 14, 2015 as prepared by Fidelity National Title Insurance Company to delineate the aforesaid information.



LEGEND

- EASEMENT
- - - SECTION LINE
- - - RIGHT-OF-WAY
- BOUNDARY LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 24" OF #4 REBAR WITH A RED PLASTIC CAP STAMPED KSI, LS 36348
- CALCULATED POSITION

LINE	BEARING	LENGTH
L1	N64°39'57"E	59.70'
L2	S89°41'52"W	27.39'
L3	S53°31'37"W	214.36'
L4	N00°18'08"W	25.17'
L5	N89°41'52"E	20.00'
L6	N00°18'08"W	15.02'
L7	S53°31'37"W	169.45'
L8	N66°32'56"W	40.12'
L9	S23°27'04"W	108.02'
L10	N89°41'02"E	27.32'
L11	S82°42'59"W	28.41'
L12	N00°25'30"W	40.00'
L13	N23°27'04"E	43.70'

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	24.80'	2665.00'	0°31'44"	24.80'	S23°11'12"W

RUSH SUBDIVISION LOTS 1 & 2

Being an Amended Plat of Parcel B, Buell Annexation, and Hauns Addition Annexation,
 Located in the North Half of Section 20, Township 5 North, Range 65 West of the 6th P.M.,
 City of Evans, County of Weld, State of Colorado

DATE: 5/13/2015
 FILE NAME: 2015416SUB
 SCALE: 1"=60'
 DRAWN BY: CSK
 CHECKED BY: SIP

KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821



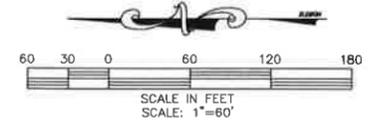
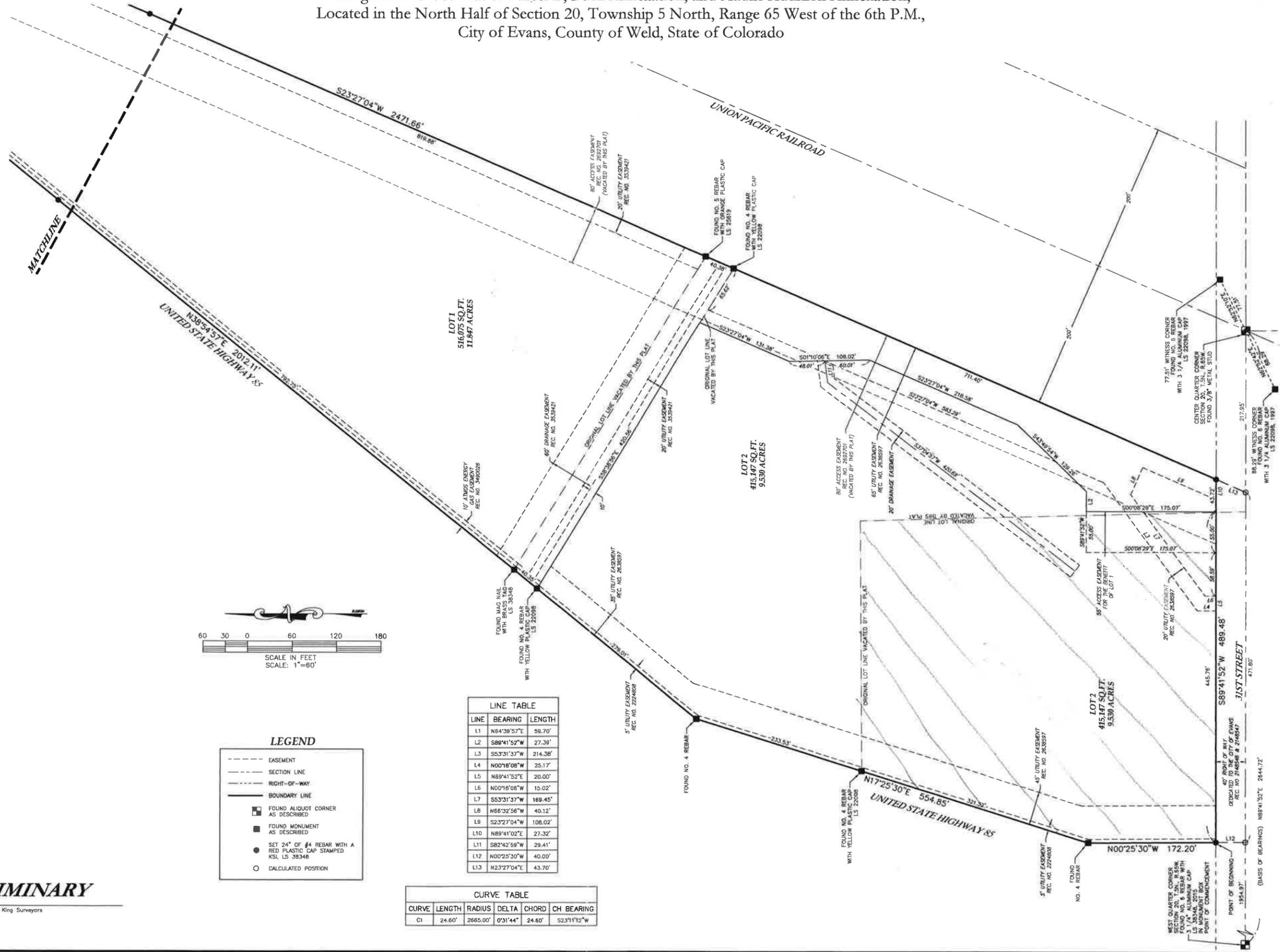
REVISIONS:	DATE:	BY:
CODE CHECK	5/13/2015	CSK

RUSH SUBDIVISION
 FOR
DESIGN ARCHITECTS PLUS, INC
 1501 S.W. 104TH
 OKLAHOMA CITY, OK 73159

PROJECT #:
 2015416

2

SHEET 2 OF 2



LEGEND

- EASEMENT
- - - SECTION LINE
- - - RIGHT-OF-WAY
- BOUNDARY LINE
- FOUND ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 24" OF #4 REBAR WITH A RED PLASTIC CAP STAMPED KSI, LS 38348
- CALCULATED POSITION

LINE TABLE

LINE	BEARING	LENGTH
L1	N64°39'57"E	59.70'
L2	S89°41'52"W	27.39'
L3	S53°31'37"W	214.36'
L4	N00°16'08"W	25.17'
L5	N89°41'52"E	20.00'
L6	N00°16'08"W	15.02'
L7	S53°31'37"W	169.45'
L8	N66°32'56"W	40.12'
L9	S23°27'04"W	108.02'
L10	N89°41'02"E	27.32'
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L12	N00°25'30"W	40.00'
L13	N23°27'04"E	43.70'

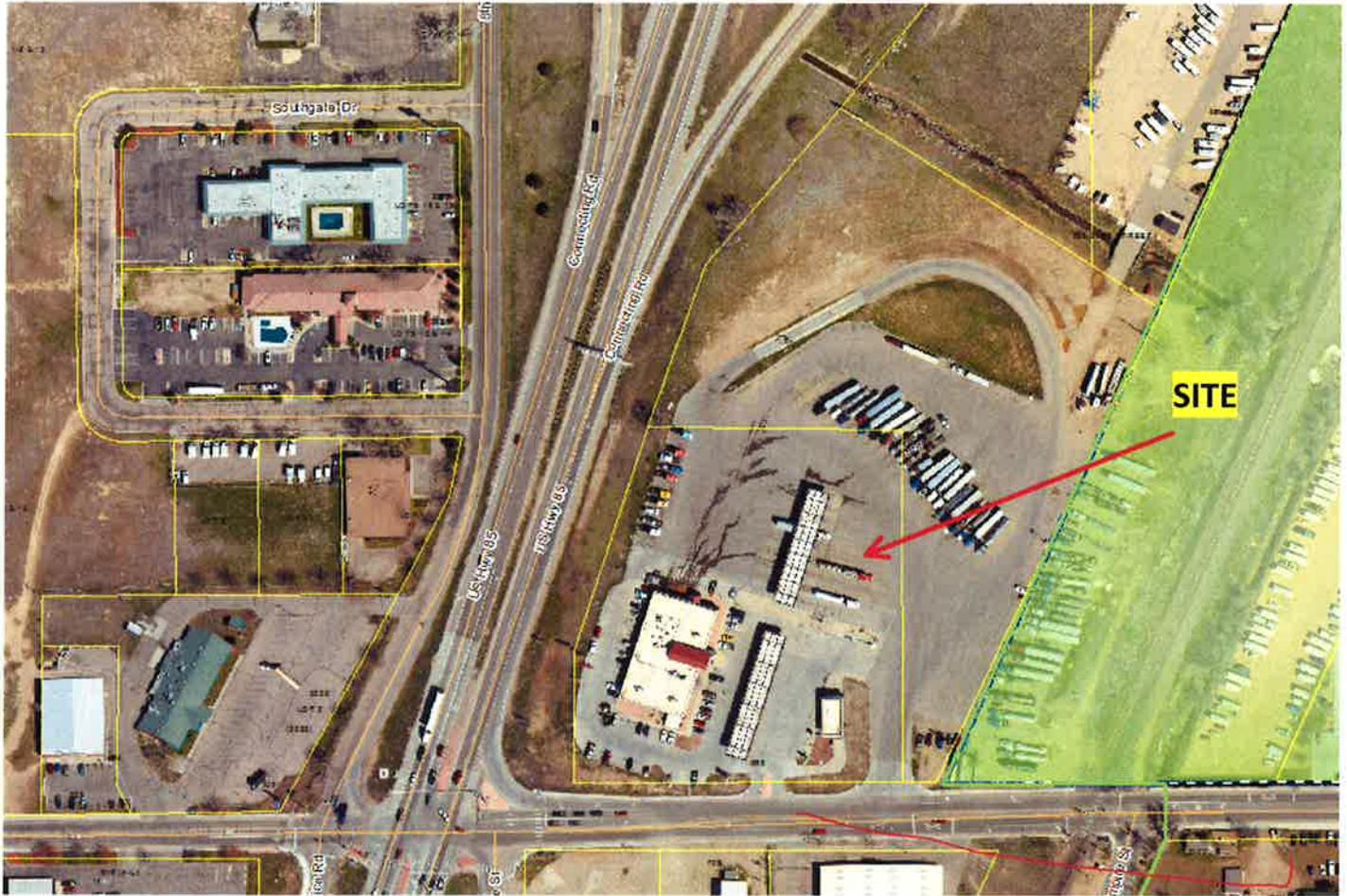
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	24.60'	2665.00'	0°31'44"	24.60'	S23°11'12"W

PRELIMINARY

Steven Parks - On Behalf Of King Surveyors
 Colorado Licensed Professional
 Land Surveyor #38348

RUSH SUBDIVISION REZONING VICINITY MAP



CITY OF EVANS, COLORADO

ORDINANCE NO. 637-15

**AN ORDINANCE REZONING LOT 2, RUSH SUBDIVISION FROM 85-RC-A
(HIGHWAY 85 RETAIL AND COMMERCIAL – AUTO DISTRICT)
TO 85-RC-R (HIGHWAY 85 RETAIL AND COMMERCIAL–
REGIONAL CORRIDOR DISTRICT)**

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, City staff, with the knowledge and consent of the property owner, has submitted an application to rezone the property described as Lot 2, Rush Subdivision, City of Evans, Colorado from 85-RC-A (Highway 85 Retail and Commercial – Auto District) to 85-RC-R (Highway 85 Retail and Commercial – Regional Corridor District).
; and

WHEREAS, following proper notice, the matter was considered by the Evans Planning Commission at its regular meeting on October 27, 2015, at which time the Planning Commission recommended approval of the proposed rezoning; and

WHEREAS, the matter came on before the City Council for its consideration at its regular meeting on November 3, 2015; and

WHEREAS, the City Council considered the application, the recommendation of the Planning Commission, as well as the public comments and evidence presented in favor of and in opposition to the proposed rezoning; and

WHEREAS, the Council concludes that the proposed rezoning is in substantial conformance with the City of Evans comprehensive plan.

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

1. Lot 2, Rush Subdivision, City of Evans, Colorado is hereby rezoned from 85-RC-A (Highway 85 Retail and Commercial – Auto District) to 85-RC-R (Highway 85 Retail and Commercial – Regional Corridor District).
2. City staff are directed to take all actions necessary to implement this rezoning and reflect such rezoning in the public records.
3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each

part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

4. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.
5. Effective Date. This ordinance shall take affect upon approval and recording of the Rush Subdivision Plat.

INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 3RD DAY OF NOVEMBER, 2015.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

PASSED AND ADOPTED ON A SECOND READING THIS 17TH DAY OF NOVEMBER, 2015.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA NO. 7.A

SUBJECT: 2015 Budget 3rd Revision - Ordinance No. 638-15 – Amending Ordinance No. 607-14 and Appropriating Sum of Revenues and Fund Balances for the Amended 2015 City of Evans Budget (1st Reading)

PRESENTED BY: Jacque Troudt, CPA, Finance Manager

AGENDA ITEM DESCRIPTION:

The City Council approves specific items during the year which require an amendment to the adopted budget as required by the City of Evans Charter (Section 7.3 & 8.6). In this case, the revenues, expenditures (or expenses in enterprise funds) and transfers have been previously approved by the City Council. Staff action is usually taken on these items immediately following Council direction. Budget revisions are scheduled at quarterly intervals throughout the year in order to facilitate a flexible and accurate City budget.

Ordinance No. 638-15 is the third revision to the 2015 Operating and Capital Budget. The original 2015 Budget was approved by Ordinance No. 607-14 on October 21st 2014, revised on April 21st, 2015 by Ordinance No. 621-15 and August 3rd, 2015 by Ordinance No. 626-15.

FINANCIAL SUMMARY:

The Budget Ordinance heading summarizes the changes to revenues, expenditures, and transfers by fund. Some of the items have been previously approved by the City Council, those items requiring additional explanation will be described below. Attachment “A” identifies the details of each council action, Attachment “B” identifies the net impact on the revised budget, and Attachment “C” includes a summary of any changes in projected fund balances. The following descriptions are listed in the same order as the funds on Attachment “A” and include the items which were not approved as a preliminary budget revision during the quarter.

The General Fund includes the following revision items:

- 1.1 Property repairs and associated insurance proceeds related to the claim.
- 1.2 Emergency generator installation to be fully reimbursed by FEMA and CDBG-

- DR, as previously approved by Council.
- 1.3 Emergency management coordinator costs, to be partially reimbursed with grant revenue.
 - 1.4 Revenue and expenditure related to the sales tax auditing program.
 - 1.5 Transfer out to CIP Streets and related excess oil and gas severance tax revenue.
 - 1.8 An increase in expenditure for legal costs related to the Code Update project.
 - 1.9 Grant revenue and payroll cost related to the previously approved Resiliency Planning Grant.
 - 1.13 Expenditures for final Riverside Cultural Center construction costs, and revenue from reimbursements received.

The CIP Streets fund includes the following items:

- 1.6 Transfer In from the General fund for excess oil and gas severance revenue.
- 1.8 Expenditure for signal modification work.
- 1.1 Property repairs and insurance proceeds for a damaged traffic signal box.
- 1.10 Reduction of grant revenue for temporary road repairs.

Finally, the Waste Water fund includes the following items:

- 1.7 Survey costs and state application and review fees for the Wastewater Treatment Facility, partially reimbursed by grant funding.
- 1.11 Reduction of revenue and expense for Flood mitigation work not to be completed.
- 1.12 Wastewater Treatment Facility repair costs, to be mostly reimbursed by FEMA grant funding.

The Finance Committee reviewed the proposed budget revision at their last meeting and did not recommend any changes.

Attachment "A" identifies the detailed changes for the proposed revisions to the 2015 Budget. The details are also summarized in the heading of the appropriation ordinance.

Attachment "B" includes the Beginning Balance by Fund based on audited balances.

Attachment "C" includes a summary of any changes in projected fund balances from the adoption of the 2016 budget.

Details of all financial items are available for Council or Citizens upon request from the Finance Department by contacting Jacque Troutd at 970-475-1127 or jtroudt@evanscolorado.gov.

RECOMMENDATION:

Staff recommends approval of the ordinance.

SUGGESTED MOTIONS:

I move to approve Ordinance No. 638-15 on first reading.

I move to deny approval of Ordinance No. 638-15 on first reading.

CITY OF EVANS, COLORADO

ORDINANCE NO. 638-15

AN ORDINANCE AMENDING THE 2015 BUDGET; INCREASING GENERAL FUND REVENUES BY \$1,102,733, APPROPRIATING GENERAL FUND EXPENDITURES OF \$678,193, INCREASING GENERAL FUND TRANSFERS OUT BY \$699,601, DECREASING CIP STREETS FUND REVENUE BY \$167,303, INCREASING CIP STREETS FUND TRANSFERS IN BY \$699,601, APPROPRIATING CIP STREETS FUND EXPENDITURES OF \$31,790, DECREASING WASTE WATER FUND REVENUES BY \$647,604, DECREASING WASTE WATER FUND EXPENSES BY \$636,561.

WHEREAS, in accordance with Section 8.6 of the Evans Home Rule Charter the Council may make additional appropriations by ordinance during the fiscal year; and

WHEREAS, the City Manager has certified that additional funds are available for appropriations in each fund from actual and anticipated revenues of the current year and prior year cash reserves; and

WHEREAS, the City Council is advised that certain revenues, expenditures and transfers must be approved by ordinance.

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

Section 1: Upon the City Manager's certification that there are current and prior year revenues available for appropriation in the General Fund, Capital Projects – Streets Fund, Waste Water Fund, and the City Council hereby makes supplemental appropriations as itemized in Attachment "A" attached hereto.

Section 2: The City Council hereby authorizes and directs the City Manager to enter into such contracts and execute such documents on behalf of the City as may be necessary and customary to expend the funds hereby appropriated for all operations, capital projects and debt within this budget as amended in accordance with the requirements of the Home Rule Charter and the City's Financial Policies.

Section 3: The adoption of this Ordinance will promote the health, safety and general welfare of the Evans community.

Section 4: If any provision of this Ordinance or portion thereof is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision which can be given effect without the invalid portion.

Section 5: All prior ordinances, resolutions, or other acts, or parts thereof, by the City of Evans in conflict with this Ordinance are hereby repealed, except that this repealer shall not be

construed to revive any previously repealed or expired act, ordinance or resolution, or part thereof.

Section 6: This Ordinance shall be effective following the adoption by Section 8.5 of the Home Rule Charter.

PASSED and APPROVED at a regular meeting of the City Council of the City of Evans on this 17th day of November, 2015.

CITY OF EVANS, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

PASSED, APPROVED AND ADOPTED ON SECOND READING this 1st day of December, 2015.

CITY OF EVANS, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

City of Evans General Fund Long Range Financial Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Budget V4	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	4,784,176	8,831,630	8,268,626	8,268,626	8,268,626	5,480,784	5,214,251	5,615,463	5,849,956	6,110,279
Revenues:										
Sales Tax	7,711,690	9,633,263	7,358,786	7,358,786	7,358,786	7,514,993	7,690,944	7,872,174	8,058,840	8,251,106
Property Tax	412,085	388,013	361,018	361,018	361,018	432,336	436,659	441,026	445,436	-
Other Taxes	1,212,154	1,478,037	722,062	1,446,192	1,446,192	779,666	796,302	813,856	832,382	851,936
License & Permits	1,240,406	1,037,884	795,402	795,402	795,402	955,767	982,827	1,010,884	1,039,979	1,070,157
Intergovernmental	945,243	2,397,488	1,960,983	2,271,434	2,271,434	1,543,543	1,424,926	1,412,894	1,455,281	1,498,940
Charges for Services	354,067	399,017	323,210	323,210	323,210	373,853	373,982	374,113	374,246	374,381
Fines & Forfeitures	451,933	399,763	409,130	409,130	409,130	362,370	370,882	371,397	371,916	372,441
Assessments	7,423	46,968	-	-	-	-	-	-	-	-
Misc	2,813,692	195,744	289,140	357,212	357,212	115,636	102,505	108,154	108,154	108,154
Total revenues	15,148,693	15,976,178	12,219,731	13,322,384	13,322,384	12,078,164	12,179,028	12,404,497	12,686,234	12,527,115
CT	15,148,693	15,976,178	12,219,731	13,322,384	13,322,384	12,078,164	12,179,028	12,404,497	12,686,234	12,527,115
Transfers In	1,292,416	1,173,367	1,382,808	1,382,808	1,382,808	1,403,196	1,425,285	1,446,867	1,468,050	1,489,551
Total Available Funds	16,441,110	17,149,545	13,602,539	14,705,192	14,705,192	13,481,360	13,604,313	13,851,364	14,154,285	14,016,666
Total Annual Increase	22.23%	4.31%	3.80%	12.21%	12.21%	-0.89%	0.91%	1.82%	2.19%	-0.97%
Expenditures:										
GG Personnel	1,211,641	1,366,897	1,801,127	1,801,127	1,801,127	2,022,963	2,088,102	2,155,339	2,224,741	2,296,378
GG Operations	1,549,129	1,685,271	1,634,789	1,694,201	1,694,201	1,345,250	1,353,179	1,409,639	1,412,027	1,477,033
General Government	2,760,770	3,052,168	3,435,916	3,495,328	3,495,328	3,368,213	3,441,282	3,564,978	3,636,768	3,773,411
	8.98%	10.55%	9.14%	11.03%	11.03%	-1.97%	2.17%	3.59%	2.01%	3.76%
CD Personnel	272,528	324,666	571,259	571,259	571,259	501,710	517,866	534,541	551,753	569,519
CD Operations	205,395	322,194	648,412	648,412	648,412	181,153	185,682	190,324	195,082	199,959
Community Development	477,923	646,860	1,219,670	1,219,670	1,219,670	682,863	703,547	724,865	746,835	769,478
	-24.14%	35.35%	77.09%	77.09%	77.09%	-44.01%	3.03%	3.03%	3.03%	3.03%
PS Personnel	2,934,144	3,113,887	3,526,541	3,526,541	3,526,541	3,545,956	3,660,136	3,777,992	3,899,643	4,025,212
PS Operations	322,342	330,304	435,215	435,215	435,215	281,635	288,676	295,893	303,290	310,873
Public Safety	3,256,487	3,444,191	3,961,755	3,961,755	3,961,755	3,827,591	3,948,812	4,073,885	4,202,934	4,336,084
	0.05%	5.76%	3.28%	3.28%	3.28%	-3.39%	3.17%	3.17%	3.17%	3.17%
PW Personnel	826,500	689,503	797,740	797,740	797,740	808,787	834,830	861,711	889,458	918,099
PW Operations	702,696	665,436	778,324	778,324	778,324	793,502	813,340	833,673	854,515	875,878
Public Works	1,529,195	1,354,939	1,576,064	1,576,064	1,576,064	1,602,289	1,648,169	1,695,384	1,743,973	1,793,977
	4.41%	-11.40%	0.64%	0.64%	0.64%	1.66%	2.86%	2.86%	2.87%	2.87%
CPR Personnel	598,484	628,565	765,841	765,841	765,841	800,955	826,746	853,367	880,846	909,209
CPR Operations	295,092	288,369	875,854	875,854	875,854	709,402	724,892	740,742	756,960	773,554
Culture, Parks & Rec	893,576	916,934	1,641,695	1,641,695	1,641,695	1,510,357	1,551,638	1,594,109	1,637,806	1,682,763
	-8.70%	2.61%	12.81%	12.81%	12.81%	-8.00%	2.73%	2.74%	2.74%	2.74%
IGA - Fire Services	462,498	448,918	461,358	461,358	461,358	474,137	485,991	498,140	510,594	523,359
Asset Management	404,369	239,217	480,568	480,568	480,568	686,220	530,580	573,202	523,637	318,804
Debt	14,210	289,483	289,170	289,170	289,170	293,741	293,082	292,307	291,416	290,410
Total operating expenditures	9,799,028	10,392,708	13,066,197	13,125,609	13,125,609	12,445,411	12,603,101	13,016,871	13,293,962	13,488,286
Total Annual Increase	-11.83%	6.06%	9.57%	10.06%	10.06%	-4.75%	1.27%	3.28%	2.13%	1.46%
Disaster Response & Recovery	424,257	705,389	327,295	371,742	371,742	277,690	-	-	-	-
Capital Improvements	621,934	4,537,878	1,901,000	2,475,254	2,475,254	150,000	-	-	-	-
Transfers Out (To Fire Protection Dist)	300,000	-	-	-	-	-	-	-	-	-
Transfers Out (To other City Funds)	2,570,543	2,076,574	820,828	1,520,429	1,520,429	874,792	600,000	600,000	600,000	600,000
Transfers In (From EC Fund)	1,322,107	-	-	-	-	-	-	-	-	-
Excess Revenue Over (Under)	4,047,455	(563,004)	(2,512,781)	(2,787,842)	(2,787,842)	(266,533)	401,212	234,493	260,323	(71,620)
Ending Fund Balance	8,831,630	8,268,626	5,755,845	5,480,784	5,480,784	5,214,251	5,615,463	5,849,956	6,110,279	6,038,659
CT	8,831,630	8,268,626	5,755,845	5,480,784	5,480,784	5,214,251	5,615,463	5,849,956	6,110,279	6,038,659
Minimum Target Reserve	1,449,757	1,598,177	2,266,549	2,281,402	2,281,402	2,111,353	2,150,775	2,254,218	2,323,491	2,372,071
Available Funds	7,381,873	6,670,449	3,489,296	3,199,382	3,199,382	3,102,898	3,464,688	3,595,739	3,786,788	3,666,588

City of Evans Capital Projects - Streets Long Range Financial Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Budget V4	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	329,048	540,342	1,534,688	1,534,688	1,534,688	1,353,992	368,775	311,332	(2,583,105)	(2,291,210)
Revenues										
Intergovernmental	807,199	747,775	3,226,534	3,248,399	3,059,231	1,600,283	672,557	685,563	671,895	672,321
Grant Revenue - FEMA	-	81,432	400,000	210,832	400,000	-	-	-	-	-
Total Revenues	807,199	829,207	3,626,534	3,459,231	3,459,231	1,600,283	672,557	685,563	671,895	672,321
CT	807,199	829,207	3,626,534	3,459,231	3,459,231	1,600,283	672,557	685,563	671,895	672,321
Transfers In	457,735	757,100	501,328	1,200,929	1,200,929	600,000	600,000	600,000	600,000	600,000
Total Available Funds	1,264,934	1,586,307	4,127,862	4,660,160	4,660,160	2,200,283	1,272,557	1,285,563	1,271,895	1,272,321
Expenditures										
Supplies & Services	129,786	203,638	255,548	287,338	287,338	190,000	190,000	190,000	190,000	190,000
Disaster Response	318,748	(9,087)	400,000	400,000	400,000	-	-	-	-	-
Capital Improvement	605,105	397,410	4,153,518	4,153,518	4,153,518	2,995,500	1,140,000	3,990,000	790,000	790,000
Total Expenditures	1,053,639	591,961	4,809,066	4,840,856	4,840,856	3,185,500	1,330,000	4,180,000	980,000	980,000
Excess Revenue Over (Under) Expenditures	211,294	994,346	(681,204)	(180,696)	(180,696)	(985,217)	(57,443)	(2,894,437)	291,895	292,321
Ending Fund Balance	540,342	1,534,688	853,484	1,353,992	1,353,992	368,775	311,332	(2,583,105)	(2,291,210)	(1,998,889)
CT	540,342	1,534,688								

2013-2020 Capital Improvement Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Budget V4	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected
11th Ave. & US 34 Improvements	-	-	-	-	-	-	150,000	-	-	-
Equipment	28,800	-	-	-	-	-	-	-	-	-
17th Ave & 23rd Ave Bikepath - Grant Funded	31,000	-	-	-	-	-	-	-	-	-
37th St. Widening - 47th to 65th (4 lanes)	-	-	-	-	-	-	-	3,200,000	-	-
29th Street Road Upgrades	4,935	-	-	-	-	-	-	-	-	-
Bridge Rehabilitation Funds	-	-	24,000	24,000	24,000	35,000	35,000	35,000	35,000	35,000
Concrete Replacement	66,341	74,548	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Evans Ditch Bikepath - Grant Funded	42,952	-	-	-	-	-	-	-	-	-
Misc. Street Resurfacing (Per PMS)	350,000	289,206	325,000	325,000	325,000	600,000	600,000	600,000	600,000	600,000
35th Ave. Widening - 37th St. to Prairie View (4 lanes)	-	1,052	1,440,000	1,440,000	1,440,000	353,000	-	-	-	-
Traffic Signal - 37th St. & 47th Ave. (Replace Temp.)	-	-	-	-	-	-	200,000	-	-	-
Roadway Landscaping	-	-	-	-	-	30,000	30,000	30,000	30,000	30,000
Street Lighting	17,358	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
65th Avenue Widening	-	-	47,500	47,500	47,500	1,752,500	-	-	-	-
17th and 49th Ave Bike Path	-	-	118,888	118,888	118,888	-	-	-	-	-
US 85 Improvements	-	-	21,000	21,000	21,000	-	-	-	-	-
US 85 Landscaping	-	29,369	-	-	-	-	-	-	-	-
US 85 Access Control @ 31st St. - Grant Funded	-	-	970,000	970,000	970,000	-	-	-	-	-
US 85 Access Control @ 37th St. - Grant Funded	63,719	3,235	822,838	822,838	822,838	-	-	-	-	-
36th Street Storm Sewer Road Repairs	-	-	259,292	259,292	259,292	-	-	-	-	-
Street Sweeper	-	-	-	-	-	100,000	-	-	-	-
Capital Projects - Streets - Total	605,105	397,410	4,153,518	4,153,518	4,153,518	2,995,500	1,140,000	3,990,000	790,000	790,000

* Capital is budgeted at 90% of projected ending fund balance after operations, excluding grant funding

	1,030,902	1,665,599	4,146,302	4,767,010	4,596,759	3,027,848	1,306,199	1,266,206	(1,351,089)	(1,088,000)
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City of Evans Waste Water Fund Long Range Financial Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Budget V4	2015 Projected	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Operating Revenues										
Sewer Sales	1,177,884	1,462,108	2,160,112	2,160,112	2,160,112	2,170,112	3,146,859	3,268,193	3,291,033	3,272,021
Other	46,916	19,179	5,719	5,719	5,719	13,367	20,765	37,729	55,712	74,724
Total Operating Revenues	1,224,800	1,481,287	2,165,831	2,165,831	2,165,831	2,183,479	3,167,624	3,305,922	3,346,745	3,346,745
Operating Expenses										
Personnel	311,869	307,149	414,126	414,126	414,126	423,222	436,849	450,916	465,435	480,422
Operations	312,446	395,265	442,389	442,389	442,389	434,227	445,083	456,210	467,616	479,306
Debt	115,454	108,626	107,048	107,048	107,048	110,762	106,619	110,535	15,199	-
Transfer for Overhead to General Fund	451,425	398,040	468,515	468,515	468,515	475,542	482,675	489,916	497,264	504,723
Total Operating Expenses	1,191,194	1,209,080	1,432,077	1,432,077	1,432,077	1,443,753	1,471,227	1,507,577	1,445,514	1,464,452
Net Revenues over (under) expenses	33,607	272,207	733,753	733,753	733,753	739,726	1,696,397	1,798,345	1,901,231	1,882,293
Running Cash Balance	330,789	602,996	1,336,749	1,336,749	1,336,749	2,076,475	3,772,872	5,571,217	7,472,448	9,354,742
Target Operating Reserve - 3 months	297,798	302,270	358,019	358,019	358,019	360,938	367,807	376,894	361,379	366,113
Available Funds	32,990	300,726	978,730	978,730	978,730	1,715,537	3,405,065	5,194,323	7,111,070	8,988,629
Major Maintenance Revenues										
Revenue	-	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Grant - Disaster Related	357,649	(102,378)	2,330,792	1,683,188	1,683,188	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-
Total System Maintenance Revenues	357,649	(102,378)	2,380,792	1,733,188	1,733,188	50,000	50,000	50,000	50,000	50,000
Major Maintenance Expenses										
Supplies & Services	-	-	-	-	-	-	-	-	-	-
Asset Management	-	88,865	69,000	69,000	69,000	68,000	77,250	100,786	84,140	16,883
Disaster Recovery	421,239	353,839	2,420,355	1,668,918	1,668,918	-	-	-	-	-
Capital Outlay - Regulatory Compliance	14,042	-	-	-	-	-	-	-	-	-
Capital Outlay - Major Maintenance	-	15,169	-	-	-	350,000	-	-	-	-
Total System Maintenance Expenses	435,301	457,873	2,489,355	1,737,918	1,737,918	418,000	77,250	100,786	84,140	16,883
Annual Net	(77,652)	(560,251)	(108,563)	(4,730)	(4,730)	(368,000)	(27,250)	(50,786)	(34,140)	33,117
Running Cash Balance	408,940	(151,311)	(259,874)	(156,041)	(156,041)	(524,041)	(551,291)	(602,077)	(636,217)	(603,100)
System Expansion Revenues										
Grant Revenue	-	-	726,284	726,284	726,284	-	-	-	-	-
System Development Fees	268,056	125,078	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Interest	-	-	5,213	5,213	5,213	6,682	6,100	6,661	7,227	7,800
Total System Expansion Revenues	268,056	125,078	781,497	781,497	781,497	56,682	56,100	56,661	57,227	57,800
System Expansion Expenses										
Capital Outlay	-	-	729,684	844,560	844,560	-	-	-	-	-
Total System Expansion Expenses	-	-	729,684	844,560	844,560	-	-	-	-	-
Annual Net	268,056	125,078	51,813	(63,063)	(63,063)	56,682	56,100	56,661	57,227	57,800
Running Cash Balance	491,289	616,367	668,180	623,517	553,304	609,986	666,086	722,747	779,974	837,774
Total Waste Water Fund Revenue	1,850,505	1,503,987	5,328,120	4,680,516	4,680,516	2,290,161	3,273,724	3,412,583	3,453,972	3,454,545
Total Waste Water Fund Expenses	1,626,493	1,666,953	4,651,116	4,014,555	4,014,555	1,861,753	1,548,477	1,608,363	1,529,654	1,481,335
Changes in Working Capital	(476,627)	232,915	-	-	-	-	-	-	-	-
Ending Cash	889,538	959,487	1,636,490	1,625,447	1,625,447	2,053,855	3,779,102	5,583,322	7,507,641	9,480,851
CT	889,538	959,487	-	-	-	-	-	-	-	-
Restricted Cash	268,935	275,726	-	-	-	-	-	-	-	-

2013-2020 Capital Improvement Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Budget V4	2015 Budget Proj	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Combined Plant Planning/Design	-	15,169	711,284	826,160	826,160	-	-	-	-	-
WWTP Expansion to 2.0 MGD - Planning/Design	14,042	-	-	-	-	-	-	-	-	-
HNP - Headworks Screening Improvements	-	-	-	-	-	-	-	-	-	-
Utility Billing Software	-	-	18,400	18,400	18,400	-	-	-	-	-
Vac Truck	-	-	-	-	-	350,000	-	-	-	-
Waste Water Fund Total	14,042	15,169	729,684	844,560	844,560	350,000	-	-	-	-

Attachment A
2015 Budget Revision #3

#	Description	Fund/Funding Source	Reserves	Revenue	Expense
1.1	Property repairs, insurance claim expenses	General fund: Insurance Proceeds	7,857	7,106	14,963
1.2	Generator Installation	General fund: Grant revenue	-	211,451	211,451
1.3	Emergency Management Coordinator Costs	General fund: Grant and excess fund balance	11,447	18,000	29,447
1.4	Sales Tax audit program	General fund: Sales tax audit assessment	-	24,529	24,529
1.5	Transfer to CIP Streets	General fund: Excess severance tax income	-	699,601	699,601
1.8	Legal Expenses	General fund: Excess fund balance	20,000	-	20,000
1.9	Resiliency Planning Grant	General fund: Grant revenue	(66,000)	81,000	15,000
1.13	Final library costs	General fund: Excess fund balance	301,757	61,046	362,803
Total Fund		<i>Fund Balance Impact</i>	275,061	1,102,733	1,377,794 <i>(275,061)</i>
1.6	Transfer in from General Fund, 49th Street repair	CIP Streets: Severance tax income	-	699,601	-
1.6	Signal modification work	CIP Streets: Excess fund balance	9,925	-	9,925

#	Description	Fund/Funding Source	Reserves	Revenue	Expense
1.1	Property Repairs- traffic control box CIP Streets fund: Insurance proceeds		-	21,865	21,865
1.10	Reduction of grant revenue for street repairs CIP Streets: Grant revenue		(189,168)	(189,168)	-
Total Fund		<i>Fund Balance Impact</i>	(179,243)	532,298	31,790 <i>500,508</i>
1.7	Wastewater treatment plant surveying costs Waste water: Grant revenue and excess fund balance		88,957	25,919	114,876
1.11	Reduction of revenue and expense for mitigation plan not completed Waste water: Grant revenue and excess fund balance		(103,937)	(745,318)	(849,255)
1.12	Additional Wastewater Treatment Plant repair costs Waste water: Grant revenue and excess fund balance		26,023	71,795	97,818
Total Fund		<i>Fund Balance Impact</i>	11,043	(647,604)	(636,561) <i>(11,043)</i>

Attachment B

2015 Budget Revision #3 V4

Fund/Department	Beginning Balance	Operating & Capital Revenue	Transfers In	Operating Expenditures	Capital Exp / Asset Management / Debt	Transfers Out	Budgeted Balance
General Fund	8,268,626						
General Government		13,322,384	1,382,808	3,495,328	4,025,846	1,200,933	
Community Development				1,219,670			
Public Safety				3,961,755			
Public Works				1,576,064			
Culture, Parks & Recreation				1,641,695			
Disaster Response				371,742			
Total General Fund	8,268,626	13,322,384	1,382,808	12,266,255	4,025,846	1,200,933	5,480,784
Emergency Contingency Fund	1,000,000	-	-	-	-	-	1,000,000
Cemetery Perpetual Care Fund	88,235	2,700	-	-	75,000	-	15,935
Fire Impact Fund	271,678	2,370	-	-	-	-	274,048
Street Impact Fund	1,071,272	467,271	-	-	1,279,000	-	259,543
Parks Impact Fund	1,367,199	1,015	-	-	310,000	-	1,058,214
Conservation Trust Fund	513,606	193,619	-	-	627,000	-	80,225
Refuse Collection Fund	369,571	658,827	-	607,959	-	32,937	387,502
Capital Projects Fund - Streets	1,534,688	3,459,231	1,200,929	687,338	4,153,518	-	1,353,992
Capital Projects Fund - Parks	1,148,006	540,250	-	35,000	524,000	-	1,129,256
Waterworks Fund	¹⁾ 1,277,526	5,703,747	-	4,393,527	561,000	723,106	1,303,640
Waste Water Fund	¹⁾ 959,487	4,680,516	-	2,632,481	913,560	468,515	1,625,447
Storm Drainage Fund	¹⁾ 1,293,597	757,877	-	301,645	1,304,959	158,247	286,623
Cemetery Endowment Fund	49,467	6,000	-	6,000	-	-	49,467
TOTAL ALL FUNDS	19,212,958	29,795,806	2,583,737	20,930,205	13,773,883	2,583,737	14,304,676

1) Beginning balance in Proprietary funds is beginning cash balance from Long Range Plans.

Attachment C
2015 Budget Rev #3 V4

Projected Fund Balance Summary

	2016 Projected Beginning Original Budget	2016 Projected Beginning 2015 Revision #3 V4	Variance
General Fund	5,755,845	5,480,784	(275,061)
Emergency Contingency	1,000,000	1,000,000	-
Cemetery Perpetual Care	15,935	15,935	-
Fire Impact	274,048	274,048	-
Street Impact	349,543	349,543	-
Parks Impact	1,228,215	1,228,215	-
Conservation Trust	80,225	80,225	-
Refuse Collection	387,500	387,500	-
Capital Projects - Streets	1,553,185	1,353,992	(199,193)
Capital Projects - Parks	1,125,131	1,129,256	4,125
Water	1,319,898	1,303,640	(16,258)
Waste Water	1,641,039	1,625,447	(15,592)
Storm Drainage	286,623	286,623	-
Cemetery Endowment	49,467	49,467	-
Total	15,066,654	14,564,676	(501,978)

CITY COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA ITEM: 7.B

SUBJECT: Approval of Resolution No. 32-2015 Authorizing the Application for a planning Grant from the Colorado Department of Local Affairs for a feasibility study for the redesign of the Lower Latham Diversion Structure.

PRESENTED BY: Chad Reischl, City Planner

PROJECT DESCRIPTION:

As the fiscal sponsor of the Middle South Platte River Alliance, the City of Evans is seeking to apply for CDBG-DR funds for a feasibility study for the redesign of the Lower Latham Diversion structure just south of the City of Evans, upstream from the Highway 85 Bridge. The seven-structure diversion has been noted by several of the members of the Alliance to cause undue flooding up and downstream of the structure. It sustained considerable damage in the 2013 flood, and further issues appeared after the 2015 flooding. It is suspected that the design of the diversion was a primary cause of a washout of the Union Pacific tracks south of Evans. Consequently it was one of the highest priority projects listed in the Restoration Master Plan for the South Platte River that is nearing completion.

This study will analyze the existing structures that make up the diversion and how they relate to the natural hydraulics of the river. It will then go on to develop a handful of alternatives for redesign of the structure so as to mitigate flooding, improve stream flows, provide for fish passage if possible and provide a safer structure for recreational users of the river. The Engineer will then perform a cost/benefit analysis of all options to determine the most effective solution for the future reconstruction of the diversion.

The project is anticipated to cost around \$125,000 for which the city will be fully reimbursed.

BACKGROUND:

This is the State of Colorado's third round of CDBG-DR funding for planning projects related to the 2013 flood. The state has specifically allocated some of the funding to support watershed coalitions and watershed resiliency planning and implementation. Last year the City of Evans, with the support of the Colorado Water Conservation Board and the Department of Local Affairs, worked to form a river stakeholder group now known as the Middle South Platte River Alliance. The Alliance, with the City of Evans as its fiscal sponsor has guided the drafting of the South Platte River Restoration Master Plan which is due for completion and approval in December 2015.

The restoration master plan performed a risk analysis of a 20+ mile section of the South Platte River from the confluence of the St Vrain down to the Poudre River. This risk assessment looked at the potential for flood damage and movement of the river as well as the severity of damage if and when flooding/movement occurs. The master plan also looked at current state of the natural environment along the river to see where and how environmental degradation has and is occurring and where it might make sense to apply restoration techniques to improve the natural systems of the river. From this risk assessment the plan determined the five highest priority reaches of the river. Two of these are directly south of Evans, one on either side of the Highway 85 Bridge. The upstream reach contains the Latham Diversion Structure.

In each of these high priority reaches, the master plan suggests projects that would help mitigate these risks. In reach 11, just upstream of Highway 85, the modifying the Latham Diversion Structure is the top priority. In October of 2015, a team of engineers from the Colorado Water Conservation Board and the Natural Resources Conservation Service toured the South Platte River with the Alliance to examine some of the highest priority projects along the river. The team identified the Latham as a high concern and suggested that the Alliance apply for funds from the CDBG-DR program to perform a feasibility study on the diversion. The alliance agreed that this would be a good project and has received the permission of the Lower Latham Irrigation Company to proceed with this grant application.

FINANCIAL:

While the cost of this project will be fully reimbursed by the CDBG-DR grant it is expected that the city will incur some minor in-kind expense as a small portion of staff time may be needed to coordinate financial and grant management of the project with the Alliance.

STAFF RECOMMENDATION:

The City of Evans staff recommends that the City Council approve Resolution No. 32-2015 for the Feasibility Study of the Latham Diversion Structure.

SUGGESTED MOTIONS:

“I move to approve Resolution No. 32-2015.”

“I move to deny the adoption of Resolution No. 32-2015”

CITY OF EVANS, COLORADO

RESOLUTION NO. 32-2015

A RESOLUTION SUPPORTING A GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS'S CDBG-DR GRANT PROGRAM TO ASSIST WITH A FEASIBILITY STUDY FOR THE REDESIGN AND RECONSTRUCTION OF THE LOWER LATHAM DITCH DIVERSION STRUCTURE.

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado;

WHEREAS, the City of Evans supports the need to complete flood mitigation work along the South Platte River in the Evans area; and

WHEREAS, the City of Evans has worked with the Colorado Water Conservation Board to create a Restoration Master Plan for the South Platte River in Weld County wherein the Lower Latham Ditch Diversion Structure was noted as an issue of serious concern,

WHEREAS, the Middle South Platte River Alliance (MSPRA) has been formed to oversee and manage that restoration plan; and

WHEREAS, the City of Evans is a founding member and fiscal agent for the Middle South Platte River Alliance;

WHEREAS, MSPRA has identified this project as a top priority for their organization

WHEREAS, the State of Colorado Department of Local Affairs is administering the CDBG DR grant funds for watershed recovery projects in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The City Council hereby supports the CDBG-DR grant application for \$125,000 from the State of Colorado Department of Local Affairs.
2. The City Council of the City of Evans acknowledges that while the grant application does not mandate matching funds the City of Evans will need to allocate a small share of staff resources to fulfill the terms and obligations of said grant if awarded.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 17th DAY OF NOVEMBER, 2015.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John Morris, Mayor

CITY COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA ITEM: 7.C

SUBJECT: Approval of Resolution No. 33-2015 Authorizing the Application for a Staffing Grant from the Colorado Department of Local Affairs for Continuation of the Long Range Planner Position

PRESENTED BY: Zach Ratkai, Flood Recovery Manager

PROJECT DESCRIPTION:

In 2014 the City of Evans applied for CDBG-DR funds to hire a long range flood recovery planner. The grant funding, which we were awarded covered the salary and benefits for this position for 18 months. The position is currently filled by Mr. Chad Reischl. The City is now applying for additional funds to continue the currently filled position for an additional 18 months (approximately through October 2017).

The staffing grant will be for \$106,000 to cover salary and benefits for the position. There is no match needed and the city will be fully reimbursed for its expenses. As the position is currently filled there will be no need to go through a hiring process or update the number of FTE's at the City.

BACKGROUND:

This is the State of Colorado's third round of CDBG-DR funding for planning/staffing grants related to the 2013 flood. The current long-range flood recovery planner was funded through round one of this program.

Over the past year, Mr. Reischl has greatly helped the city with flood recovery projects and long range planning including:

- Fully administering the South Platte River Restoration Master Plan
- Building and supporting the Middle South Platte River Alliance
- Assisting demographic research that was critical to receiving a \$5,000,000 grant for the clean-up and regrading of Riverside Park.
- Serving on the "Park-Team" for Riverside Park and assisting where needed with the financing, design, engineering and timing/phasing of park reconstruction.
- Commencing a comprehensive Stormwater Management Plan for the City of Evans
- Finalizing the Riverside Master Plan and assisting with implementation of the plan
- Re-initiating a South Platte River Recreation Corridor Master Plan for the City of Evans that had been postponed in 2013 because of the flood.

Many of these projects are not yet complete, and some such as the Stormwater Management Plan will not be completed until after the initial 18 months are up. We feel that there is certainly other flood and/or river related activities that this planner could work on over the next year and a half. The City looked at the possibility of extending this contract through its regular SLARF process, but didn't not have enough revenue in the upcoming year to do so. Therefore the City is looking to extend this contract via through this staffing grant.

FINANCIAL:

While the cost of salary and benefits for the Long-Range Planner will be fully reimbursed by the CDBG-DR grant, it is expected that the city will incur some minor in-kind expense as a small portion of staff time may be needed for financial management of the grant.

STAFF RECOMMENDATION:

The City of Evans staff recommends that the City Council approve Resolution No. 33-2015 for the Feasibility Study of the Latham Diversion Structure.

SUGGESTED MOTIONS:

“I move to approve Resolution No. 33-2015.”

“I move to deny the adoption of Resolution No. 33-2015”

CITY OF EVANS, COLORADO

RESOLUTION NO. 33-2015

A RESOLUTION SUPPORTING A GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS'S CDBG-DR PROGRAM TO ASSIST WITH THE CONTINUATION OF THE LONG-RANGE FLOOD RECOVERY PLANER POSITION AT THE CITY OF EVANS

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado; and

WHEREAS, the City of Evans is currently receiving money through the CDBG-DR grant program for the employment of a long-range flood recovery planner

WHEREAS, the City recognizes the need for continuing this position for another 18-month terms; and

WHEREAS, The City does not have the funds in its budget to support hiring the flood recovery planner as a full-time position within its staff for said term; and

WHEREAS, the State of Colorado Department of Local Affairs is once again administering the CDBG DR grant funds for this purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The City Council hereby supports the CDBG-DR grant application for \$105,000 from the State of Colorado Department of Local Affairs.
2. The City Council of the City of Evans acknowledges that while the grant application does not mandate matching funds the City of Evans will need to allocate a proportional share of staff resources to fulfill the terms and obligations of said grant if awarded.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 17th DAY OF NOVEMBER, 2015.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John Morris, Mayor

CITY COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA ITEM: 7.D

SUBJECT: Approval of Resolution No. 34-2015 Authorizing the Application for an Energy and Mineral Impact Grant from the Colorado Department of Local Affairs

PRESENTED BY: N. Zach Ratkai, Flood Recovery, Building and Neighborhood Services Manager

PROJECT DESCRIPTION:

On August 18, 2015, staff presented City Council with a request to authorize an Energy and Mineral Impact Grant application to the Colorado Department of Local Affairs. This grant was intended to supplement funding for permanent repairs to Brantner Road, 49th Street and Industrial Parkway. The intersection of these roads was heavily damaged by both the 2013 and 2015 floods.

The City was given an opportunity to apply for the grant in August 2015 after the grant deadline. Staff quickly assembled an application and resolution for City Council's approval. In meeting with DOLA officials after the application was submitted, it was determined it would be better to re-submit the grant for the December 1, 2015 grant cycle when more accurate cost estimates would be available. If an award is given, the December grant cycle would provide funding by April 2016, in time for the construction of this project. The City has retained an engineering firm to prepare plans for this project and preliminary cost estimates are now known.

The revised grant application is proposed to cover the City's 12.5% cost share of the FEMA 2013 damage (approximately \$50,000), the approximate cost of the 2015 flood damage (\$60,000) not covered by FEMA; and funding to resurface 49th Street from the flood damaged section west to 35th Avenue at a cost of \$600,000, for a total grant request of \$710,000. This road is in poor condition. If upgraded, it can relieve truck traffic on other roads that impacts neighborhoods.

FINANCIAL:

There are no anticipated financial expenditures from the City of Evans. There is no required local match for this grant but a local match of 50% is strongly advised to make the grant competitive. In this case, the FEMA funding of this project can be used as the local match.

STAFF RECOMMENDATION:

The City of Evans staff recommends that the City Council approve the grant application for the Energy and Mineral Impact Grant.

SUGGESTED MOTIONS:

"I move to approve Resolution No. 34-2015."

"I move to deny the adoption of Resolution No. 34-2015"

CITY OF EVANS, COLORADO

RESOLUTION NO. 34-2015

A RESOLUTION SUPPORTING A GRANT APPLICATION TO
THE COLORADO DEPARTMENT OF LOCAL AFFAIRS TO SECURE FUNDING
THROUGH THE ENERGY IMPACT GRANT PROGRAM FOR PERMANENT REPAIR
AND MITIGATION OF BRANTNER ROAD, 49TH STREET AND INDUSTRIAL PARKWAY

WHEREAS, the City Council of the City of Evans, Colorado, pursuant to Colorado statute and the Evans City Charter, is vested with the authority of administering the affairs of the City of Evans, Colorado;

WHEREAS, the City of Evans supports the need to complete permanent repairs for flood damaged roadways; and

WHEREAS, the Colorado Department of Local Affairs offers grants to communities with impacts from the oil and gas industry for infrastructure projects; and

WHEREAS, 49th Street and Industrial Parkway serve as both vital regional commuter and energy industry transportation corridors; and

WHEREAS, the City of Evans will be looking to make 49th Street a designated heavy truck route for the energy industry; and

WHEREAS, the State of Colorado Department of Local Affairs is administering the Energy and Mineral Impact Assistant Program grant funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANS, COLORADO AS FOLLOWS:

1. The City Council hereby supports the Energy and Mineral Impact grant application for \$710,000 from the State of Colorado Department of Local Affairs.
2. The City Council of the City of Evans acknowledges that while the grant application does not mandate matching funds, the City of Evans will need to allocate a proportional share of staff resources to fulfill the terms and obligations of said grant if awarded.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 17th DAY OF NOVEMBER, 2015.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

John Morris, Mayor

CITY COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA ITEM: 7.F

SUBJECT: Contract with THK Associates, Inc. to perform engineering and design services for the Riverside Park Project

PRESENTED BY: Gary Wilson, Project Manager

PROJECT DESCRIPTION:

The purpose of this item is to request City Council's authorization of a contract with THK Associates, Inc. to perform engineering and design services for the Riverside Park Project. This project was previewed at the City Council Work Session on November 3, 2015.

Scope of Work: The scope of the proposed contract will include all engineering and design services necessary to take the Riverside Park Project through bidding for construction and construction administration. The scope of the project requires the preparation of a bid package including full construction documents and specifications needed to obtain construction bids. The consultant will also secure all permits and approvals needed to release a construction contract. The consultant will then assist the City through construction with services including interpretation of plans, reviewing contractor submittals, site inspection and review of change order requests.

RFP: An RFP for this work was issued and posted to Rocky Mountain e-Purchasing on September 21, 2015 and proposals were due October 16, 2015. The City received three proposals in response to the RFP. Proposals were received from THK/HDR, CDM Smith, and Design Workshop, Inc. All three proposals were considered qualified. Proposals were reviewed by staff from the Flood Recovery group, Finance and Parks and Recreation.

The staff review group decided to recommend the team assembled by THK Associates, Inc. This team has the most background knowledge of the project, a well-qualified, experienced team, prior experience with similar projects and the proposal was responsive to the RFP. Their proposed total fee was the lowest in comparison to the other two proposals and individual billing rates were comparable to other teams. The THK proposed total fee is \$638,632.

Project Funding:

Below is a summary of the overall funding assembled for the Riverside Park project to date and the City share of this funding. The FEMA PW funding represents a funding share of 75% from the federal government, 12.5% from the state and 12.5% from the City. The CDBG-DR funding does not require a City match and the 2014 GOCO Trails grant can be used as the City's share of the FEMA PW funding.

Funding Source	Use	Total Funding	City Share
FEMA PW 997	Infrastructure and park improvements	\$5,491,329	\$686,416 (12.5%)
FEMA PW 608	Trails	\$588,377	\$73,547 (12.5%)*
2014 GOCO grant	Trails	\$80,240	None
CDBG DR #2	Floodplain restoration	\$5,000,000	None
Totals		\$11,159,946	\$759,963

* Note: 2014 GOCO trail grant can be used as City share which would reduce the total City share to \$686,416.

FINANCIAL SUMMARY:

Consultant fees are set not-to-exceed \$638,132. A 2016 budget appropriation of \$654,073 for Riverside Park will be sufficient to fund this contract. An appropriation in the 2015 budget is also available to cover the work that will occur during the balance of 2015.

The City will be reimbursed for all of the \$638,132 THK contract, except for the City’s 12.5% share, or \$79,829, which will be an expense to the City. This contract will run over approximately the next 12 months.

Also, once the design work is complete, the project will be put out to bid and staff will return with a construction contract award. The City will have a 12.5% share of the construction cost, which will be approximately \$759,963. That share can be reduced by the \$80,240 2014 GOCO trail grant which results in a City expense of \$686,416. The construction expense would start in late 2016 through 2017. The City is working on an approach to obtain an advance payment of the CDBG DR funding to reduce the amount of funding the City must carry until it receives reimbursements.

STAFF RECOMMENDATION:

Staff recommends City Council approve the agreement for engineering and design services with THK Associates, Inc.

SUGGESTED MOTIONS:

“I move to approve the agreement with THK Associates, Inc.”

“I move to deny the approval of the agreement with THK Associates, Inc.”

ATTACHMENTS:

City Standard Contract Agreement

City of Evans, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT
CONTRACTOR

THIS AGREEMENT is made and entered into this ___th day of _____, 2015, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and THK Associates, Inc. (hereinafter referred to as "Consultant").

RECITALS:

- A. The City requires professional services.
- B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The City acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed six hundred thirty eight thousand, one hundred thirty two dollars (\$638,132.00). Payment shall be made in accordance with the budget included as part of the Scope of Work in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid,

unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or

subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages to the extent caused by the negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent or intentional acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease -

policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.
3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Risk Manager

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. **Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation**

coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The City:	City of Evans Attn: Aden Hogan, City Manager 1100 37 th Street Evans, Colorado 80620-2036		
Consultant:	THK Associates, Inc. Attn: Kevin Shanks 2953 S Peoria St # 101, Aurora,	CO	80014

XIX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit B** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
John Morris, Mayor

ATTEST:

Raegan Robb, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

Scotty P. Krob, City Attorney

APPROVED AS TO CONTENT:

Aden Hogan, Jr., City Manager

CONSULTANT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Exhibit A

Riverside Park Final Design and Delivery Approach

The funding source table below identifies different park elements funded by each funding source. This will allow each funding source to be performed with defined actions, schedules and accountability. Some actions, such as staff and public meetings, coordination with utilities and NEPA contractor and development of plan sets and specifications will be common in each task and performed with the efficiency of a single project. However, to accurately capture the effort contained within each funding source, those efforts will be accounted for within each task and invoiced accordingly. This approach allows flexibility within each funding amount, to ensure each source is fully utilized and park improvements are maximized. It should be noted that multiple tasks will be performed concurrently; however, possible early action and early delivery of the design of the trail southwest of the lake is shown in the schedule.

Task 1: Trails

FEMA PW 634 (Trails) includes all of the trail work within Riverside Park. Due to the variety and location of trails proposed within the Park, some of the trail construction could take place sooner than others.

Many of the trails east of the ballfield complex will be constructed only during overall grading operations for that portion of the Park. However, the trails in the southwest portion of the Park (from Highway 85 to Riverside Park Lake) can be independent of the remaining Park grading and could be constructed earlier.

THK/HDR team proposes, for your consideration, early action and early release of the southwest trails package. This area is un-encumbered by the solid waste issues and has separate funding, dedicated to trail reconstruction, that could allow for a separate construction package for the restoration of the trail system from US 85 to the Riverside Lake parking lot.

Based on available funding, additional trail reconstruction could also occur between the lake and river. The removal and recycling of the damaged concrete trail would be included with this task. Local concrete recycling facilities offer a more sustainable and cost effective solution to the disposal of the damaged concrete trail. To maximize available trail funding, portions of trail construction within the park may be delayed to allow for the solid waste removal and general park improvements.

The early action for the southwest trail system allows earlier use of a portion of Riverside Park by the community and also provides safe, community access to view the progress of the park restoration. This early action alternative would require a separate bidding effort and could result in a different contractor than the overall park construction. The THK/HDR team is more than happy to discuss the pros and cons of this alternative approach with City staff.

Regardless if the early action alternative is utilized, this task will deliver the necessary permitting, design, coordination and construction documents for trail construction.

- Project Initiation and coordination
 - Kickoff meeting with project team and city staff
 - Coordination with City's NEPA contractor to address this task work area
 - Coordination with local concrete recycling facility to recycle damaged concrete trail
- Permitting
 - Wetland delineations (as necessary) and coordination with USACE for Nationwide Permit
 - Coordination with CDOT on Special Use Permit, if necessary
 - Coordination with Union Pacific Railroad for crossing permit, if necessary
- Design
 - Trail details including alignment, grading, drainage and other details for all trails including that needed to assist City staff in securing a Special Use Permit from CDOT for that portion of the trail in the southwest corner of the Park. Alignment will include cross sections to show relationships to adjacent grades, properties, utilities, etc.
 - Development of 60%, 90% and Final design for the park trail systems and associated project elements
 - Cost estimates for each design level
- Meetings and Outreach
 - Demonstrating project progress to city staff, city council and the community will be an important feature of this project and ensure project success
- Plan Sets
 - Delivery and City review of 90% and Final plan sets and construction specifications
 - Review of construction documents and cost estimate for validity and constructability
 - Development of construction options, add alternatives and deducts to maximize task funding
- Bidding Support
 - This team will support city staff with bidding support to answer questions about the construction documents, task elements
- Construction Administration/Construction Management
 - This team will provide weekly construction oversight to review the construction elements of this task and support the proper accounting of these activities to FEMA PW 634.

Task 2: Park Improvements and Regrading

THK/HDR team understands the complexities and issues regarding the disposal and capping of the solid waste buried under Riverside Park. We also have a thorough understanding of the South Platte River hydraulics in this area and the community's concern with the proposed berm removal and floodplain creation. Since general park improvements, funded through FEMA PW 997, rely on the CDBG-DR#2 actions, we intend to expedite the 60%, 90% and final design of the solid waste removal, floodplain

excavation and hydraulic analysis. Our approach allows for thorough review by city staff and periodic outreach support to show city council, park advisory team and the community the progress being made.

Grading of the Park site is crucial to its success, not only from a flood standpoint, but also as a unique park opportunity along the South Platte River. THK/HDR combines talents and expertise from an engineering and landscape architectural basis. We will develop grades and resulting land forms will be studied as they relate to slopes, shapes, exposure to flooding, solar orientation, views, river access, park circulation and various park improvements. Specific uses such as ballfield grading and parking area drainage will be studied. Potential aquatic habitat areas will be graded appropriately.

This task will deliver the Material Management Plan (MMP), coordination, design, construction documents, bid support and construction oversight to maximize the available \$5M CDBG-DR funding. Our conceptual scope for this task includes:

- Project Initiation and coordination
 - Kickoff meeting with project team and city staff
 - Coordination with City's NEPA contractor to address this task work area
 - Coordination with Xcel Energy and Nobel Energy to avoid utility conflicts
 - Coordination with local concrete recycling facility to recycle existing concrete slabs used as bank stabilization
- Permitting
 - Preparation and submittal of a MMP to CDPHE
- Design
 - Development of 60%, 90% and Final design for the solid waste removal and disposal, berm and floodplain excavation, park fill and grading, bank stabilization and aquatic habitat enhancements
 - Cost estimates for each design level including cut/fill quantities for mass grading and export volume/capping figures for solid waste
- Meetings and Outreach
 - Demonstrating project progress to city staff, city council and the community will be an important feature of this project and ensure project success; our team proposes using a virtual reality system to help people visualize the park as the team prepares the final design
- Plan Sets
 - Delivery and City review of 60%, 90% and Final plan sets and construction specifications
 - Review of construction documents and cost estimate for validity and constructability
 - Development of construction options, add alternatives and deducts to maximize task funding
- Bidding Support
 - This team will support city staff with bidding support to answer questions about the construction documents, task elements
- Construction Administration/Construction Management
 - This team will provide construction oversight to review the construction elements of this task and support the proper accounting of these activities to CDBG-DR#2.

FEMA PW 997, General Park Improvements

The general park improvements are the features, structures and general character of the park that the community will enjoy for generations. FEMA PW 997 clearly defines the scope of work covered within the \$5,639,331.90 and leverages funding from the other sources to prepare the park for these improvements. The THK/HDR team understands the need to maximize the other funding sources so that the PW 997 funding can provide the best park possible to the community. This task will develop the park features, provide the necessary permits and provide significant interaction with city staff, Park Advisory Team, City Council and the community to develop the features, programing and character. Since removal of the solid waste and mass grading are required prior to general park improvements, we intend to stagger the design of the general park improvements slightly behind the solid waste removal and grading design effort. This allows for the maximization of funding and prepare the basis of the park design and general improvements. Our expedited design of the solid waste removal and grading design will allow for ample time to design the park features and communicate the progress to the City. Permitting will be delivered within this task and our knowledge of the USACE Section 404 Nationwide Permits and the FEMA Conditional Letter of Map Revision requirements will allow efficient preparation, delivery and approval prior to bidding and construction.

Design and construction documents will include preliminary, design development and construction plans, details and specifications. Coordination with City officials will be critical regarding ballfield layout and size, park circulation and parking, restroom, pavilion and shade structure design, as well as lighting for the ballfields and park in general. Graphic sections and perspectives will be provided where appropriate. Additionally, virtual reality models will be created to help visualize the park. This site provides for two types of plant communities upland areas with typical tree, turf and shrub selections near roads, parking and ballfields; riparian areas within inundation areas that will be subjected to various amounts of flooding. As a result, plant selection will be critical in terms of species, availability and size. Plant installation techniques will be shown with emphasis on riparian areas. Irrigation options will be reviewed and developed.

This task will deliver all USACE and FEMA permitting, coordination, design, construction documents, bid support and construction oversight to maximize the available \$5M CDBG-DR funding. Our conceptual scope for this task includes:

- Project Initiation and coordination
 - Kickoff meeting with project team and city staff
 - Coordination with City's NEPA contractor to address this task work area
 - Coordination with Xcel Energy to avoid utility conflicts
- Permitting
 - Preparation and submittal of a USACE NWP 27, Aquatic Habitat Restoration
 - Preparation and submittal of a Conditional Letter of Map Revision to FEMA
- Design

- Development of 60%, 90% and Final design for demolition, new park building, roadway, parking, ballfield complex and other park features. This task also include the revegetation plan for the proposed wetland and floodplain areas as well as the overall park
- Development of hydraulic analysis showing the park improvements provide a “Zero Rise” and do not adversely affect adjacent property owners
- Cost estimates for each design level
- Meetings and Outreach
 - Demonstrating project progress to city staff, city council and the community will be an important feature of this project and ensure project success and gain consensus on the park character
- Plan Sets
 - Delivery and City review of 60%, 90% and Final plan sets and construction specifications
 - Review of construction documents and cost estimate for validity and constructability
 - Development of construction options, add alternatives and deducts to maximize task funding
- Bidding Support
 - This team will support city staff with bidding support to answer questions about the construction documents, task elements
- Construction Administration/Construction Management
 - This team will provide weekly construction oversight to review the construction elements of this task and support the proper accounting of these activities to FEMA PW 997

GOCO

The GOCO trail funding provides additional schedule flexibility that the FEMA PW and CDBG-DR #2 funds do not. Our team intends to address the final trail development after the buried debris removal and park design is 60% complete. This allows the limited GOCO trail funding to be strategically applied and fill in any gaps due to funding limitations for CDBG-DR#2 and PW 997. We can quickly and efficiently incorporate the final trail design within single construction bidding. Although our team intends to complete all construction by September 2017 and open Riverside Park as quickly as possible, the flexibility of the GOCO funding may allow for some schedule contingency and completion of park trails after September 2017.

This task will be closely coordinated with the southwest trail to maximize the trail system within the park and will deliver the necessary design, coordination and construction documents for trail construction.

- Project Initiation and coordination
 - Kickoff meeting with project team and city staff
 - Coordination with City’s NEPA contractor to address this task work area
- Design
 - Development of 60%, 90% and Final design for the park trail systems and associated project elements

- Cost estimates for each design level
- Meetings and Outreach
 - Demonstrating project progress to city staff, city council and the community will be an important feature of this project and ensure project success
- Plan Sets
 - Delivery and City review of 90% and Final plan sets and construction specifications
 - Review of construction documents and cost estimate for validity and constructability
 - Development of construction options, add alternatives and deducts to maximize task funding
- Bidding Support
 - This team will support city staff with bidding support to answer questions about the construction documents, task elements
- Construction Administration/Construction Management
 - This team will provide weekly construction oversight to review the construction elements of this task and support the proper accounting of these activities to GOCO funding

Task 3: Potential Additional Funding Sources, additional park features and amenities

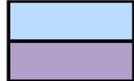
Although the City has successfully received over \$11M in funding for Riverside Park, additional funding opportunities can be pursued to provide additional park or river features. As schedules permit and additional funding is identified, additional tasks can be developed to utilize additional funding sources. These efforts will be tracked separately from the FEMA PWs, CDBG-DR and GOCO funding and will not delay the delivery of the above tasks or opening of Riverside Park. Additional funding sources could include additional GOCO trail grants, CWCB Watershed Restoration grant, participation with the South Platte Master Plan, Trout Unlimited Fishing is Fun grant and others.

Riverside Fees																									
Task 1	Trails	Firm	THK	HDR	THK	THK	THK	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	Pinyon	HDR	HDR		S&W	HDR	HDR	HDR	Totals	
		Project Title	PM	D PM	PI	LA	LA	NEPA	Civil	Civil	H&H	H&H	Funding	ASMEC	Structure	S Waste	S Waste	Wetland	Survey	Geotech	Admin	Controller	CM		
		Name	Shanks	Hollon	Navarro	Gamec	Duclos	Wallach	PE	Designer	Hollon	McNeirney	Nguyen	Froscheiser	Manske		Calub	Brownlee	2-man	Vessely					
		Hourly Rate	\$ 155	\$ 185	\$ 100	\$ 100	\$ 115	\$ 170	\$ 152	\$ 102	\$ 182	\$ 127	\$ 175	\$ 150	\$ 162	\$ 150	\$ 140	\$ 122	\$ 150	\$ 125	\$ 65	\$ 75	\$ 142		
	\$630,000																						\$63,000		
1.1	Project Initiation		6	3	5			1														2	2	22	
1.2	Permits/Coordination																							0	
		USACE 404	2															24						26	
		CDOT SUP																						0	
		UPRR Crossing																						0	
		NEPA	4	1	1			3																11	
1.3	Design																					2		2	
		60%	10	2	10	22	30							2									60	136	
		90%	8		10	22	30							1										71	
		Final	8		10	13	30							1										62	
1.4	Meetings/Outreach		16	6	6																			28	
1.5	Plan Set																							4	
		90%	6		8	18	30						1											65	
		Final	6	2	8	18	38						1											75	
		Specs	4		8	12	30						2									1		59	
1.6	Bidding		10		10	8																		28	
1.7	CA/CM		26		4	10	20																	60	
		Sub Total Hours	106	14	80	123	208	4	4	0	4	0	3	0	0	0	0	24	60	0	3	10	6	649	
		Sub Total \$	\$ 16,430	\$ 2,590	\$ 8,000	\$ 12,300	\$ 23,920	\$ 680	\$ 608	\$ -	\$ 728	\$ -	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ 2,928	\$ 9,000	\$ -	\$ 195	\$ 750	\$ 852	\$ 79,506	
		Sub Total Expenses	\$ 200	\$ 100														\$ 150	\$ 500					\$ 950	
																								\$ 80,456	

Task 2	Park Improvements and Regrading	Firm	THK	HDR	THK	THK	THK	HDR	HDR	HDR	HDR	HDR	HDR	HDR	HDR	Pinyon	HDR	HDR		S&W	HDR	HDR	HDR	Totals	
		Project Title	PM	D PM	PI	LA	LA	NEPA	Civil	Civil	H&H	H&H	Funding	ASMEC	Structure	S Waste	S Waste	Wetland	Survey	Geotech	Admin	Controller	CM		
		Name	Shanks	Hollon	Navarro	Gamec	Duclos	Wallach	PE	Designer	Hollon	McNeirney	Nguyen	Froscheiser	Manske	0	Calub	Brownlee	2-man	Vessely	0	0			
		Hourly Rate	\$ 155	\$ 185	\$ 100	\$ 100	\$ 115	\$ 170	\$ 152	\$ 102	\$ 182	\$ 127	\$ 175	\$ 150	\$ 175	\$ 150	\$ 140	\$ 122	\$ 150	\$ 125	\$ 65	\$ 75	\$ 142		
	\$10,491,329																							\$524,566	
2.1	Project Initiation		16	12	16			2	1	1												4	2	58	
2.2	Permits/Coordination																							0	
		MMP		4	2											40	20					6		72	
		Xcel	4	2	4																	4		14	
		Nobel Energy		2	2																			4	
		USACE 404	2																					82	
		No-Rise/CLOMR	2																					142	
		Nobel Energy																						0	
		NEPA	6	2				4																13	
2.3	Design																							20	
		60%	42	10	8	88	92		18	76	30	60		40	20	40	8		60	40	1			633	
		90%	42	10	8	88	92		18	76	30	60		40	20	40	8							532	
		Final	22	6	8	88	72		16	46	18	50		20	40	20	4				1			411	
2.4	Meetings/Outreach		60	10	56	8	16																	182	
2.5	Plan Set																							20	
		60%	22	6	8	68	92		23	55	12	48		20	20	20	2					4	4	404	
		90%	22	6	8	68	92		24	56	10	44		20	20	20	2					4	4	400	
		Final	12	4	8	38	66		16	36	6	24		10	10	10	1					4	8	253	
		Specs	9	6	10	22	22		4	8	6	12		8	16	20	8					8	12	171	
2.6	Bidding		12	12	12	8	8																	4	
2.7	CA/CM		44	40	88				2		2													558	
		Subtotal Hours	317	132	238	476	552	6	122	354	134	418	6	158	146	210	55	80	60	40	37	42	590	4115	
		Subtotal \$	\$ 49,135	\$ 24,420	\$ 23,800	\$ 47,600	\$ 63,480	\$ 1,020	\$ 18,544	\$ 36,108	\$ 24,388	\$ 53,086	\$ 1,050	\$ 23,700	\$ 25,550	\$ 31,500	\$ 7,700	\$ 9,760	\$ 9,000	\$ 5,000	\$ 2,405	\$ 3,150	\$ 83,780	\$ 544,176	
		Subtotal Expenses	\$ 350	\$ 450							\$ 200			\$ 1,250	\$ 1,250	\$ 500			\$ 1,450	\$ 5,000	\$ 500		\$ 2,550	\$ 13,500	
																								\$ 597,676	

Riverside Park Schedule of Tasks

Task 1	Trails	2015		2016												2017												
		Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Project Initiation																												
Permits																												
USACE 404, NWP 3 <i>if necessary</i>																												
CDOT SUP <i>if necessary</i>																												
UPRR Crossing <i>if necessary</i>																												
60% Design																												
90% Design																												
90% Review																												
Final Design																												
Final Review																												
Meetings/Outreach																												
Bidding																												
CM																												



Denotes southwest trail section that will be completed before the rest of park design
 Denotes trail within the park that will be completed concurrently with the park design

Task 2	Park Improvements and Regrading	2015		2016												2017												
		Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Project Initiation																												
60% Design																												
60% Review																												
90% Design																												
90% Review																												
Final Design																												
Final Review																												
USACE 404																												
CLOMR																												
Meetings/Outreach																												
Bidding																												
CM																												

Exhibit B
Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens. §

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

COUNCIL COMMUNICATION

DATE: November 17, 2015

AGENDA ITEM: 7.F

SUBJECT: Award of Bid – Park Irrigation Controller Replacement

PRESENTED BY: Scott Sandridge, Parks Superintendent

AGENDA ITEM DESCRIPTION:

The work covered under the City of Evans Parks Irrigation Controller Replacement will include the following:

- Replacement and upgrade to Signature Constellation web based irrigation controllers for 19 sites.
 - This project will allow parks staff to control the system anywhere a web connection is available or at any of the 19 sites. The current system can only be controlled at the Parks Offices.
 - This system eliminates the need for us to have and maintain our own weather system by allowing us to use weather data from several sources that are free of charge.

As per the City's purchasing policies this project was advertised in the Rocky Mountain Bid System. Bids were opened on November 10, 2015 with results as follows:

Contractor	Base Bid Amount
DBC Irrigation	\$ 143,382.74

** This was the only bid received

FINANCIAL SUMMARY:

The 2015 Conservation Trust Fund included \$150,000.00 for construction of this project.

- Conservation Trust Fund 26-85-8085-8603 – \$ 150,000.00
 - As part of this project a Radio Site Survey needed to be completed while the trees still had full leaf foliage. The cost of that survey was \$7,000.00.
 - The Parks S&S fund currently has enough money to cover the \$382.74 shortfall on this project (11-51-5200-8210 has an available budget of \$10,101.67)
-

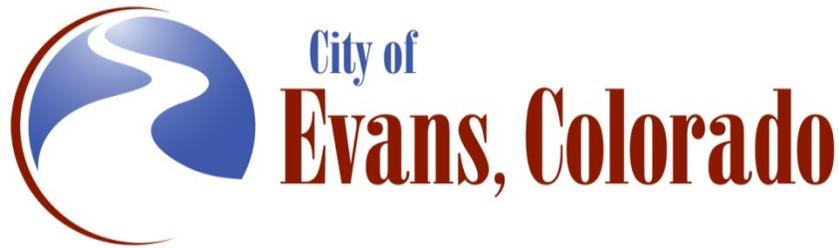
RECOMMENDATION:

Staff recommends that City Council approve the transfer of \$382.74 from 11-51-5200-8210 to 26-85-8085-8603 and award the Park Irrigation Controller Replacement to DBC Irrigation in the amount of \$ 143,382.74.

SUGGESTED MOTIONS:

“ I move to approve the transfer of \$382.74 from 11-51-5200-8210 to 26-85-8085-8603 award the Park Irrigation Controller Replacement to DBC Irrigation, and to authorize the Mayor’s signature on an agreement in the amount of \$143,382.74.”

“ I move to deny award of the Park Irrigation Controller Replacement.”



City Manager - Monitoring Report

November 17, 2015

Below is a compellation of updates and projects that are either new or have changed since the last City Council meeting.

➤ City Management & Administration

➤ Communications

- The new website is close to completion. An introductory peek for council will occur at a work session in December, with the goal of a New Year's launch.
- PictureEvans! photo competition submissions will be reviewed by the judging panel on November 21. The reception to announce the winners is slated for December 3 from 6 – 8 pm at the Riverside Library.
- The Communities of Distinction video will be in our possession soon. We are working on pre-loading flash drives with this video, along with general economic development information and PR for distribution to anyone we want to tell about Evans!

➤ Community Development

➤ CSU

➤ Economic Development

➤ Emergency Management

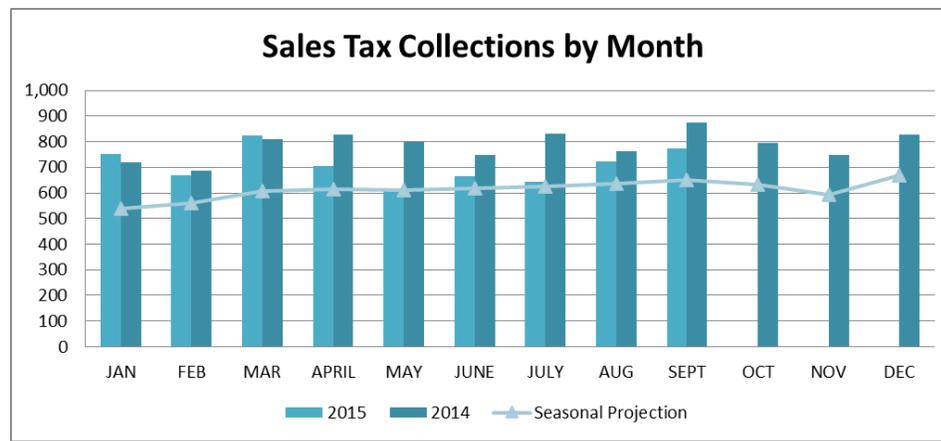
- Both Emergency Generators from the Emergency Generator Project have been delivered and are set into place. Both sites are on track to be completed and operational in early December, well ahead of their deadlines.
- Staff is in the process of setting up training dates with each department to start implementing the Basic Plan and EOP.
- Staff working with the Department of Homeland Security and Emergency Management (DHSEM) and Colorado National Guard on a functional exercise scheduled for January 2016. This exercise will include the deployment of National Guard troops and air support to the City. More information to come.

➤ Finance

Please find the September sales tax update below:

As far as the monthly projection goes, we are \$121,080 ahead of what we needed to collect this month to meet our annual budget.

September 2015			
Category	2014 YTD	2015 YTD	% Change
Base	1,752,061	1,925,144	10%
Commercial	1,462,980	1,431,894	-2%
Industrial	2,124,623	1,388,252	-35%
Utilities	560,236	574,956	3%
Motor Vehicle	1,155,721	1,046,839	-9%
Total	7,055,622	6,367,084	-10%
September 2015			
Lodging	73,184	76,842	5%



➤ **Human Resources**

➤ **Police**

- We are swearing in two new police officers on Monday November 23 at 9:00 AM in Council Chambers.
- We are in the process of hiring two non-certified candidates to start the Adams County POST Academy in January.
- Another recruitment process was just started for one POST certified position.
- The job description for the Animal Control / Community Service Technician is being finalized and we still anticipate filling the position in January.
- The on-site portion of the CACP Accreditation process will occur on Tuesday November 24th. This is the final phase of the process and we anticipate receiving our accreditation before the end of the year.

➤ **Public Works**

- The Hwy 85 Entryway Signage and Landscaping Project as well as the Prairie View Drive Landscaping Project began construction on November 10th.
- Martin Marietta will be completing a more reliable temporary fix to the potholes on 49th Street between the flood damaged roadway and 35th Avenue the week of the 16th.

- Kolbe Striping will be installing thermoplastic markings on Monday & Tuesday (Nov. 16th & 17th). The focus will be around all school locations within the city. Markings will include new crosswalks and stop bars.

➤ **Recreation**

City Council Calendar November 2015

NOVEMBER 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November	Event	Location	Time
3	City Council Work Session & Regular City Council Meeting	Evans City Complex	Begins at 6:00 PM
5	Open House - Moser Crematory	3501 11th Avenue, Evans	Begins at 4:00 PM
11	Veterans Day	City Offices Closed	ALL DAY
12	85 Coalition Meeting	Eaton Town Hall	Begins at 6:00 PM
17	City Council Work Session & Regular City Council Meeting	Evans City Complex	Begins at 6:00 PM
19	Open House - Riverside Neighborhood Master Planning	Evans City Complex	Begins at 4:00 PM
26-27	Thanksgiving Holiday	City Offices Closed	ALL DAY