



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

July 5, 2016 - 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:	Brian Rudy
Council:	Mark Clark
	Sherri Finn
	Lance Homann
	Laura Speer
	Jay Schaffer

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 June 20, 2016

7. OLD BUSINESS

A. Amending Resolution No. 26-2016, and authorizing the Mayor to sign a Revised Pipeline Right-of-way Agreement to Relocate an Existing Gas Pipeline Away from the Bank of the South Platte River Inside Riverside Park to Allow Rebuilding Riverside Park and Eliminating a Potential Public Hazard

8. NEW BUSINESS

- A. Public Hearing – 2016 Budget 2nd Revision - Ordinance No. 653-16 Amending Ordinance No. 632-15 and Appropriating Sum of Revenues and Fund Balances for the Amended 2016 City of Evans Budget (1st Reading)
- B. Resolution No. 27-2016 – Designating an Emergency Response Authority (DERA) for Hazardous Substance Incidents
- C. Resolution No. 28-2016 – Application for Homeland Security – EOC Phone System
- D. Approval of an Agreement Resolving Litigation and EQR Issues Related to Ashcroft Apartments
- E. Approval of an Agreement Relating to EQRs for Tuscany Subdivision, Phase II

9. REPORTS

- A. City Manager
- B. City Attorney

10. AUDIENCE PARTICIPATION (general comments)

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

11. ADJOURNMENT

CITY OF EVANS – MISSION STATEMENT

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

It is the policy of the City of Evans that all programs and activities shall be accessible to, and usable by, persons with disabilities. Persons needing assistance shall contact the Safety & Risk Management Specialist at the City of Evans. Please provide three to five business day's advance notice so we can adequately meet your needs.

COUNCIL COMMUNICATION

DATE: July 5, 2016

AGENDA ITEM: 6.A

SUBJECT: Approval of the Minutes June 20th 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
June 20, 2016

CALL TO ORDER

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

PLEDGE

ROLL CALL

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

PROCLAMATIONS

A. Stampede Proclamation

Mayor Morris read the Proclamation and Mayor Pro-Tem Rudy presented it to Katie Geist, Promotions Coordinator for the Greeley Stampede. Ms. Geist thanked the City Council for the Proclamation supporting the Stampede.

INTRODUCTIONS

B. Introduction of ACE Interns

Aden Hogan, City Manager, and Raul Rodriquez, City Safety and Risk Management Specialist & ADA Coordinator introduced the ACE interns

Mayor Morris welcomed the interns to the City and spoke about his support for the program.

AUDIENCE PARTICIPATION

There was no audience participation.

APPROVAL OF AGENDA

A. Raegan Robb, Evans City Clerk, explained that item 9.A, under Old Business, concerning ARB Nikon Subdivision Preliminary & Final Plat needed to be removed from the agenda.

Council Member Schaffer made the motion, seconded by Mayor Pro-Tem Rudy, to approve the agenda, as amended.

The motion passed with all voting in favor thereof.

CONSENT AGENDA

**B. Approval of Minutes of the Regular Meeting of June 7, 2016
Schaffer moved, Clark 2nd. Passed.**

Council Member Schaffer made the motion, seconded by Council Member Clark, to approve the agenda, as amended.

The motion passed with all voting in favor thereof.

OLD BUSINESS

C. ~~ARB Nicom Subdivision Preliminary & Final Plat~~

NEW BUSINESS

A. Resolution No. 25-2016 – Acquiring a 1.63-acre Parcel from Noble Energy, Located Northwest of the Intersection of 40th Street and Pueblo Street to be Used for Access, Parking and other Recreation Purposes as Part of Riverside Park

Council Member Speer recused herself from voting on the agenda item, due to a possible conflict of interest, but asked to remain for the presentation.

Gary Wilson, Project Manager, City Flood Recovery Unit, presented the Resolution and gave a brief slide show presentation to City Council showing the 1.63-acre parcel recommended for acquisition from Noble Energy. According to Mr. Wilson, the parcel is located northwest of the Intersection of 40th Street and Pueblo Street, and staff was recommending the acquisition for access, parking and other recreation purposes at Riverside Park.

Mayor Morris discussed his support for the project and talked about the neighboring CDOT property that the City plans on acquiring.

The Mayor confirmed that the parcel from Noble Energy was being purchased from Funds from the Conservation Trust Fund.

Mr. Wilson confirmed that the funding source was the Conservation Trust Fund.

Council Member Speer asked Mayor Morris if the public would be allowed to speak on this agenda item.

Mayor Morris asked for public comment.

Gail Ford, from 3927 Empire Street, discussed her concerns about access onto the

property and asked that the City not use it for primary access.

Council Member Homann asked who the access road belongs to.

Mr. Wilson, referred to the overhead map and talked about the property. He explained that the access through this property would become the City's, but it would only be used for maintenance vehicles and not intended for major access.

Council Member Homann made the motion, seconded by Council Member Finn, to adopt Resolution No. 25-2016 – Acquiring a 1.63-acre Parcel from Noble Energy, Located Northwest of the Intersection of 40th Street and Pueblo Street to be used for Access, Parking and other Recreation Purposes as Part of Riverside Park. The motion passed with all voting in favor thereof.

B. Resolution No. 26-2016 – Authorizing the Mayor to Sign a Pipeline Right-of-way Agreement and Vacating an Existing Easement to Permit the Relocation of an Existing Gas Pipeline Away from the Bank of the S. Platte River Inside Riverside Park to Allow Rebuilding Riverside Park and Eliminating a Potential Public Hazard

Council Member Speer recused herself from voting on this subject, due to a possible conflict of interest, but asked to remain for the presentation.

Council Member Finn disclosed that her husband used to work for DCP Midland.

The City Attorney, did not feel that Council Member Finn had a conflict of interest.

Mr. Wilson discussed the location of a gas line and gas well locations in Riverside Park, owned by DCP Midland. He discussed the Resolution which would allow DCP to vacate the current line, but provide them right-of-way to realign the pipeline away from Riverside Park. Mr. Wilson explained that this is non-exclusive right-of-way and DCP Midland would encumbering the costs.

Council Member Speer asked about the pipeline would remain above the water table.

Mr. Wilson discussed the details of the proposed project with the City Council Members.

Council Member Clark made the motion, seconded by Mayor Pro-Tem Rudy to adopt Resolution No. 26-2016 – Authorizing the Mayor to Sign a Pipeline Right-of-way

Agreement and Vacating an Existing Easement to Permit the Relocation of an Existing Gas Pipeline Away from the Bank of the S. Platte River Inside Riverside Park to Allow Rebuilding Riverside Park and Eliminating a Potential Public Hazard. The motion passed with all voting in favor thereof.

C. Approval of a Preliminary Budget Revision for a Transfer to the Evans Redevelopment Agency

Jacque Troudt, City Finance Manager, presented a preliminary budget revision to loan \$481,000 dollars to the Evans Redevelopment Agency (ERA) for the purchase of property in the ERA's site plan.

Mayor Morris summarized the project and voiced his support to purchase the property.

Council Member Speer explained why she was opposed to the loan and the purchase of the property.

Council Member Schaffer made the motion, seconded by Mayor Pro-Tem Rudy to approve a preliminary budget revision for a transfer to the Evans Redevelopment Agency. The motion passed on a 6-1 roll call with Council Member Speer opposed.

C. Approval of Construction Agreement for Construction of the Consolidated Wastewater Treatment Facility, Lift Station, and Force Main

Jessica Gonifas, Deputy City Manager, and Keith Meyer, PE, Construction and Consultant Project Manager from Ditesco, summarized the plans for the consolidated wastewater treatment plant (WWTP) for the construction of a new 2.88 MGD lift station, force main and wastewater treatment plant at the current Hill-n-Park site. Mr. Meyer summarized the project design, permitting processes, and financing phases that have been completed. He spoke about the new WWTP that will treat consolidated flows from both the Evans and Hill-n-Park basins. According to Mr. Meyer, the WWTP has been designed to be protected from the 100 and 500 year flood events on the South Platte River basin through flood proofing measures specifically elevating the infrastructure to avoid flood impacts.

Mr. Meyer spoke about the cost of the project and explained that the final contract price is a guaranteed maximum price (GMP) which fixes the maximum amount of money the contractor will be paid for the WWTP construction. He stated that Garney Construction's GMP proposal for the Consolidated WWTP is \$37,792,213.00. This cost was developed through competitively bidding the various project materials,

equipment, labor and subcontractor work necessary to build the WWTP. Mr. Meyer explained that cost tracking and reporting will continue through the construction phase and the costs of the work will be reported monthly, and tracked to ensure transparency in the project. The GMP will be managed by the Consultant Project Manager who provides routine reports on the overall program budget to our Wastewater Team.

Additionally, he explained that \$500,000 of the GMP has been set aside for sludge removal in the existing lagoons. Staff believes this cost can be saved or paid separately at a later date when the sludge removal volumes are better known and defined.

Mr. Meyer explained that construction of WWTP improvements are scheduled to begin in late July 2016 after contracts are fully executed and the preconstruction phase is complete. He also added that the project will satisfy requirements under Davis-Bacon Act. Therefore, staff is recommending a final construction agreement and contract value of \$37,292,213 with Garney Construction.

Council Member Schaffer asked about the procedural question and if the dollar amount should be in the motion.

Mr. Krob explained that Council could add a dollar amount not to exceed \$37,292,213.

Mayor Morris asked Mr. Meyers about the plant being gravity fed and the single pump station planned for the project.

Mr. Meyer explained that the flow to the treatment plant was downhill, but there is one processing plants along the new line which is necessary for maintenance.

Council Member Speer explained why she would abstain from voting on this topic.

Virgil Rollag, 3311 Valmont, expressed concerns about the design of the plant needing to pump wastewater uphill to the new location.

Mayor Morris and Mr. Meyer explained that there would be only be one lift station built for the new project.

Council Member Clark made the motion, seconded by Mayor Pro-Tem Rudy to approve the construction agreement with Garney Construction, with a dollar amount not to exceed \$37,292,213. The motion passed with all voting in favor thereof.

REPORTS

A. City Manager

Mr. Hogan updated that City Council about the plans for the Community Complex to a ballot drop off location for Primary Election.

He spoke about the bridge construction project on 47th Street to 65th Avenue that will close 65th Avenue for three to four days at the end of June. Mayor Morris asked about residents in the Arrowhead subdivision traveling eastbound on 37th Street.

Dawn explained that there will still be access for residents only, but they will have detours setup around the bridge.

B. City Attorney

Mr. Krob update the City Council about the upcoming CML Conference the week of June 20th. He also explained that the matters of the Ashcroft settlement and the issues surrounding the equivalent residential units (EQRs) would be discussed in executive session.

AUDIENCE PARTICIPATION

There was no audience participation.

EXECUTIVE SESSION

A. To Determine Positions Relative to Matters that May be Subject to Negotiations, Developing Strategy for Negotiations, and Instructing Negotiators, Pursuant to C.R.S. 24-6-402(4)(e)

Council Member Schaffer made the motion, seconded to Council Member Speer, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. 24-6-402(4)(e). The motion passed with all voting in favor thereof.

The City Council adjourned into executive session at 8:23 p.m.

The executive session concluded at 9:13 p.m.

Scott Krob entered into the record that the matters discussed in executive session were subject to attorney-client privilege and within the scope of the referenced state statutes.

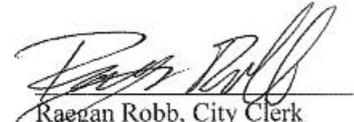
EVANS CITY COUNCIL

June 20, 2016

Page 7

ADJOURNMENT

The regular meeting adjourned at 9:15 p.m.


Raegan Robb, City Clerk

DRAFT

CITY COUNCIL COMMUNICATION

DATE: July 5, 2016

AGENDA ITEM: 7.A

SUBJECT: Amending Resolution No. 26-2016, authorizing the Mayor to sign a Revised Pipeline Right-of-way Agreement to Relocate an Existing Gas Pipeline Away from the Bank of the South Platte River Inside Riverside Park to Allow Rebuilding Riverside Park and Eliminating a Potential Public Hazard

PRESENTED BY: Gary Wilson, Project Manager

PROJECT DESCRIPTION:

On June 20, 2016, the City Council authorized a pipeline right-of-way exchange to replace an existing right-of-way located inside the berm along the bank of the S. Platte River in Riverside Park. The right-of-way exchange was done to allow the City to implement plans to rebuild Riverside Park and eliminate a potential hazard. Due to the discovery of an electric line located too close to the pipeline, staff is requesting that Council authorize a revised the gas line alignment.

After approval of the right-of-way on June 20th, DCP went to the site to stake the alignment in preparation for construction and discovered that a buried electrical line was located only three feet from the new pipeline alignment along the north side of 42nd Street. It is not safe to locate a gas line so close to an electrical line. This proposal will shift the pipeline alignment by moving it approximately 30 feet to the south to provide an adequate separation.

The location of the electrical line was not known previously because information concerning utilities in Riverside Park is not well documented. By chance, the line had been flagged by Xcel for another purpose and was discovered by DCP's survey crew.

This change only affects the alignment of the pipeline along 42nd Street. The balance of the alignment is the same as approved by Council on June 20th. The line will cross the electrical line as it turns north along the west side of the ballfields, however, a crossing such this is acceptable as long as separation is maintained.

DCP will call for utility locates again before construction to make sure there are no other utility conflicts. In research done for the Riverside Park project, no other utilities have been identified that could cause any conflicts.

FINANCIAL:

As recommended previously, there is a significant financial benefit to the City from the proposed right-of-way exchange. The City will benefit from not paying for any part of the costly relocation

of the gas line needed to implement plans for rebuilding Riverside Park. Noble Energy will fund the entire reconstruction of the new pipeline and has funded the survey and plans needed to build the new line. Another financial benefit to the City is related to disaster response costs. A future catastrophic flood could damage the berm as occurred in 2013 flood and the pipeline, resulting in added emergency response and repair costs and time.

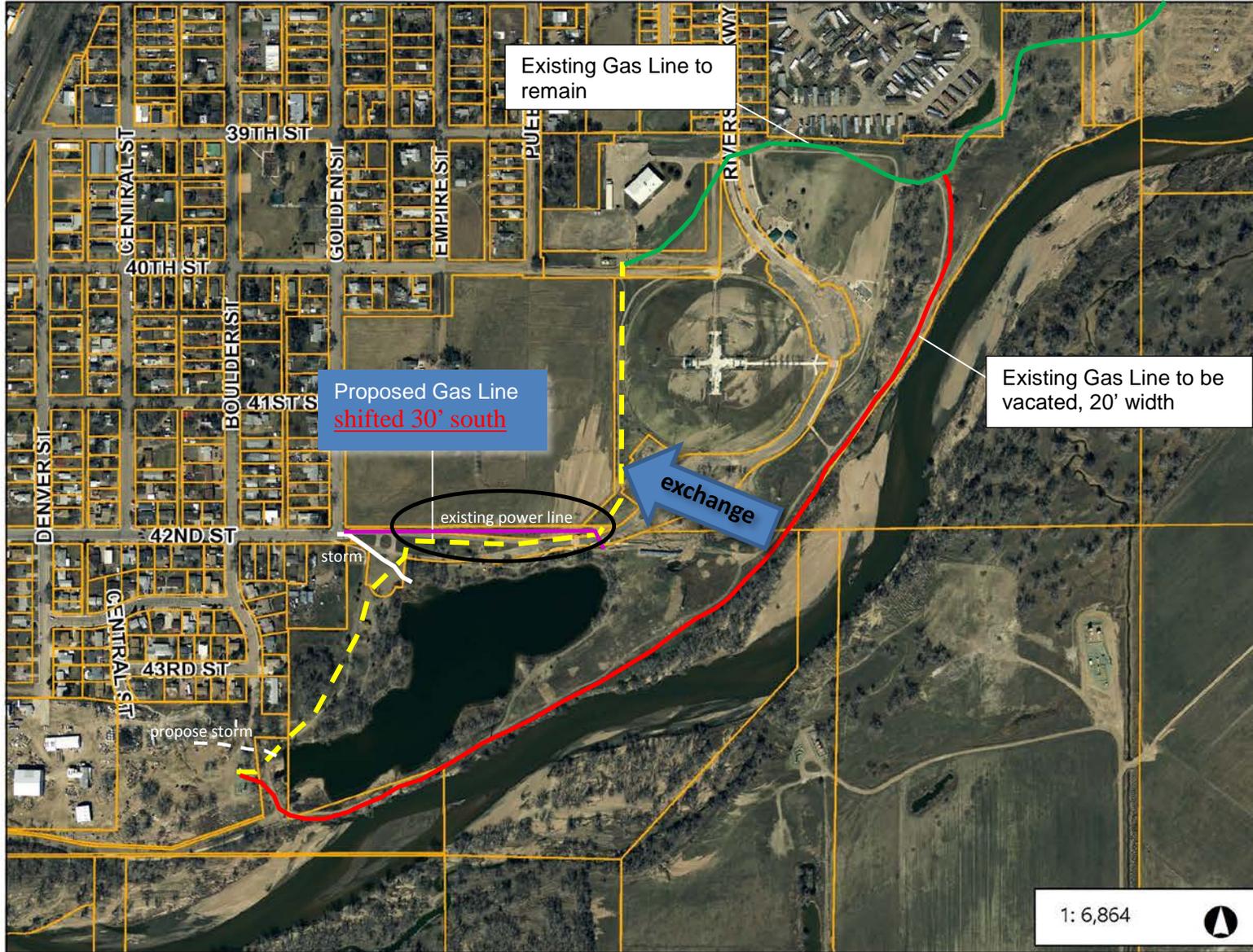
STAFF RECOMMENDATION:

Staff recommends City Council authorize the Mayor to execute the revised right-of-way agreement.

SUGGESTED MOTIONS:

“I move to approve the revised pipeline right-of-way agreement adopted under Resolution No. 26-2016.”

“I move to deny the revised pipeline right-of-way agreement adopted under Resolution No. 26-2016.”



Legend

- Parcels
- Highway
- County Boundary

1: 6,864

1,144.0 0 572.02 1,144.0 Feet

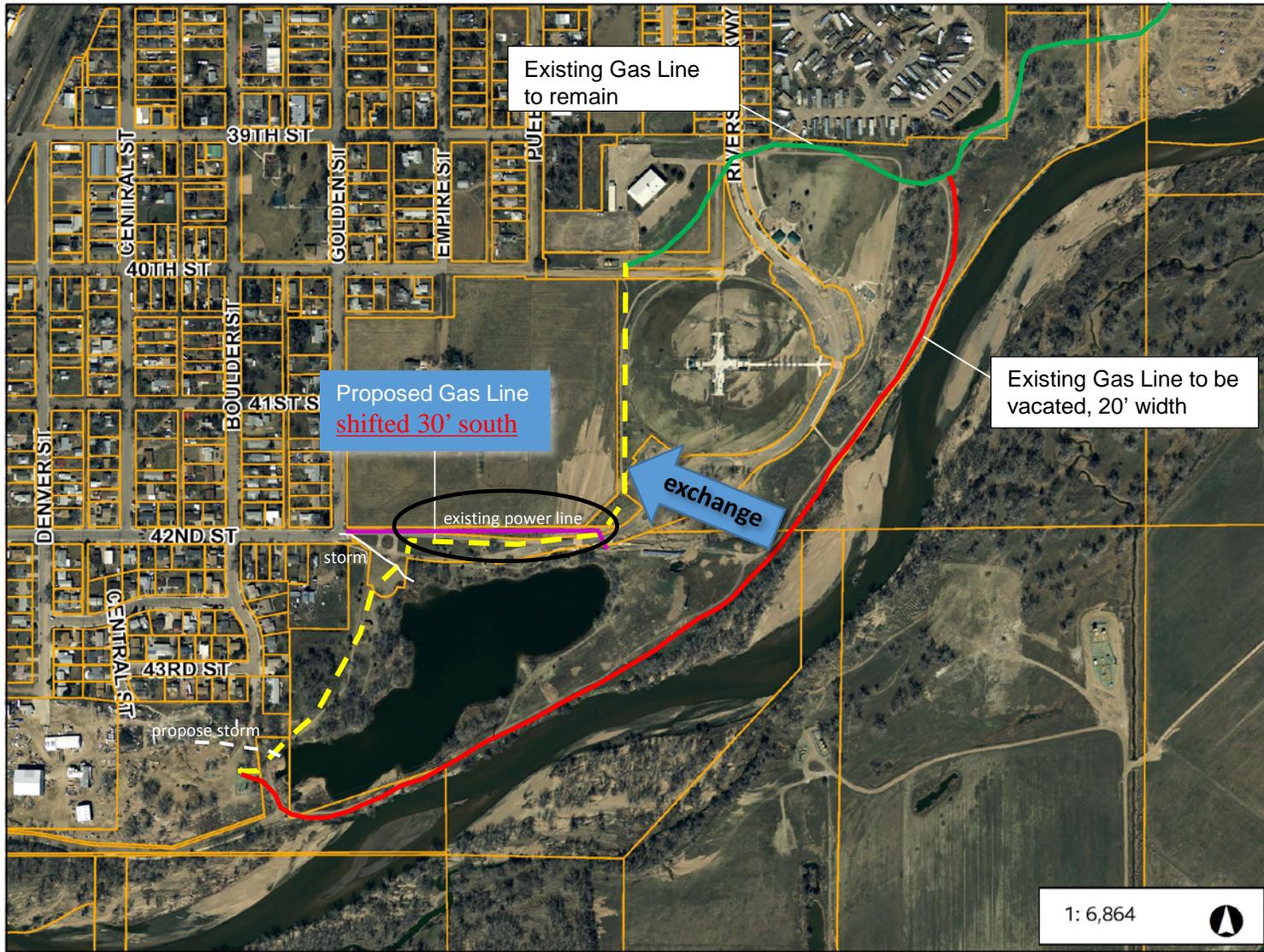
WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Enter Map Description



- Legend
- Parcels
 - Highway
 - County Boundary

DCP Midland Right-of-way Exchange

Notes
Enter Map Description

PIPELINE RIGHT-OF-WAY GRANT

FOR AND IN CONSIDERATION OF THE SUM OF Ten and More (\$10.00+) DOLLARS for the pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced,

I/WE,

City of Evans
1100 37th Street
Evans, CO 80620-2036

hereinafter referred to as "Grantor" (whether one or more) does hereby grant, sell, convey, and warrant to DCP Midstream, LP, whose local address is 3026 4th Avenue, Greeley, CO 80631, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and non-exclusive easement, Fifty (50) feet in width for a temporary easement for initial construction for this line only with additional temporary workspace for boring and a permanent non-exclusive easement of Ten(10) feet in width, for the purpose of a single pipeline and from time to time, operating, inspecting, maintaining, protecting, repairing, replacing, and removing a single pipeline or other appurtenances, for the transportation of oil, gas, petroleum products, water, and any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route through the following described land located in **WELD** County, State of **COLORADO**, to wit:

Township 5 North, Range 65 West of the 6th P.M.
Section 29: Multiple parcels; see attached Exhibit "A"

Said temporary construction easement and permanent non-exclusive pipeline easement being more particularly described on Exhibit "A" attached hereto and made a part hereof.

Together with the right of ingress and egress to and from said pipeline, on, over, and across said land and adjacent land of Grantor.

It is agreed that the pipeline to be laid under this grant shall be constructed a minimum depth of forty-eight (48) inches below the surface of the ground to permit normal cultivation at the time of construction, and Grantor shall have the right to fully use and enjoy the above described premises subject to the rights herein granted

Grantee agrees to reclaim those lands disturbed during construction as nearly as practicable to its original condition and reseed the same as soon as possible. Upon completion of the pipeline installation and reseed activities, said temporary construction easement shall terminate. After the initial construction of the pipeline DCP may require, from time to time, additional temporary work space parallel and adjacent to the permanent non-exclusive easement in order to exercise the rights herein granted. Grantor agrees to DCP's use of a temporary work space as reasonably necessary to conduct such tasks.

Grantee shall have the right to clear all trees, undergrowth and other obstructions from the herein granted permanent right-of-way, and Grantor agrees not to build, construct or create any buildings, structures or engineering works on the herein granted right-of-way that will interfere with the normal operation and maintenance of said line.

Grantee agrees to pay to the owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences, drain tile, or other improvements on said premises that may arise from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, Grantee shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, and brush in the exercise of the rights herein granted. Any payment due hereunder may be made direct to the said Grantor or any one of them. The initial consideration paid by Grantee to Grantor includes any and all damages that may be sustained by original construction of the pipeline within the easement area, including without limitation, cutting trees and damages to surface, fences or any other property owned by Grantor. If the property is leased, Grantee will settle actual damages with the tenant.

Grantee further agrees that, if at any time, the pipeline settles or causes any settling in the area of the pipeline, it will make all necessary repairs at Grantee's sole cost and expense and pay damages to crops within a reasonable period of time.

The terms, conditions, and provisions of the contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said easement, rights, estates, and privileges unto Grantee, its successors and assigns, as long as said easement is used for the purposes granted herein.

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 2016 signed, sealed, and delivered in the presence of:

City of Evans

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____)

) ss.

COUNTY OF _____)

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____ known to me to be the same person(s) who executed the within and foregoing instrument, and acknowledged to me they executed the same as their free and voluntary act and deed for the purposes and consideration therein expressed.

Given Under My Hand and Seal of Office, this _____ day of _____, A.D. 2016.

My commission expires: _____

Notary Public

HORIZONTAL ALIGNMENT

- 0+00 B.O.L. S 58°20'55" W 51.34'
- (A) 0+51.34 Pl 59°49'48" Left S 01°28'53" E 954.14'
- (B) 10+05.48 Pl 51°47'10" Right S 50°18'17" W 124.33'
- (C) 11+29.81 Pl 27°38'13" Right S 77°56'29" W 334.50'
- (D) 14+64.32 Pl 15°29'13" Right N 86°34'17" W 444.43'
- (E) 19+08.74 Pl 87°25'40" Left S 06°00'03" W 101.92'
- (F) 20+10.66 Pl 30°45'06" Right S 36°45'09" W 169.21'
- (G) 21+79.87 Pl 22°28'03" Left S 14°17'06" W 199.27'
- (H) 23+79.14 Pl 16°58'18" Right S 31°15'24" W 338.20'
- (I) 27+17.34 Pl 14°17'24" Right S 45°32'48" W 310.49'
- (J) 30+27.83 Pl 19°43'08" Left S 25°49'40" W 69.83'
- 30+97.66 E.O.L.

1/4 CORNER
SEC 20/SEC 29
2.5" ALUM. CAP
PLS 24670
(SURVEY TIE TO B.O.L.
S 25°38'51" E 1724.18')

N 00°31'35" W
2638.87'

SPEER WARREN

0+00 B.O.L.
NOBLE (A)
0+93.98
PARCEL LINE

CITY OF EVANS
NE1/4 SECTION 29
T5N R65W 6TH PM

RIVERSIDE PARKWAY
REC. NO. 3466455

SE1/4 SECTION 29
T5N R65W 6TH PM

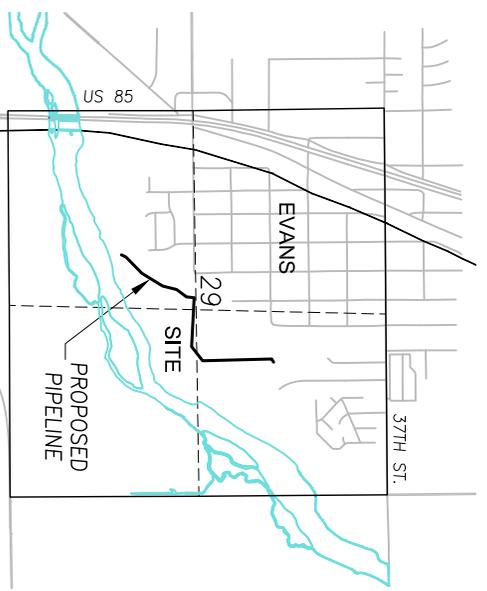
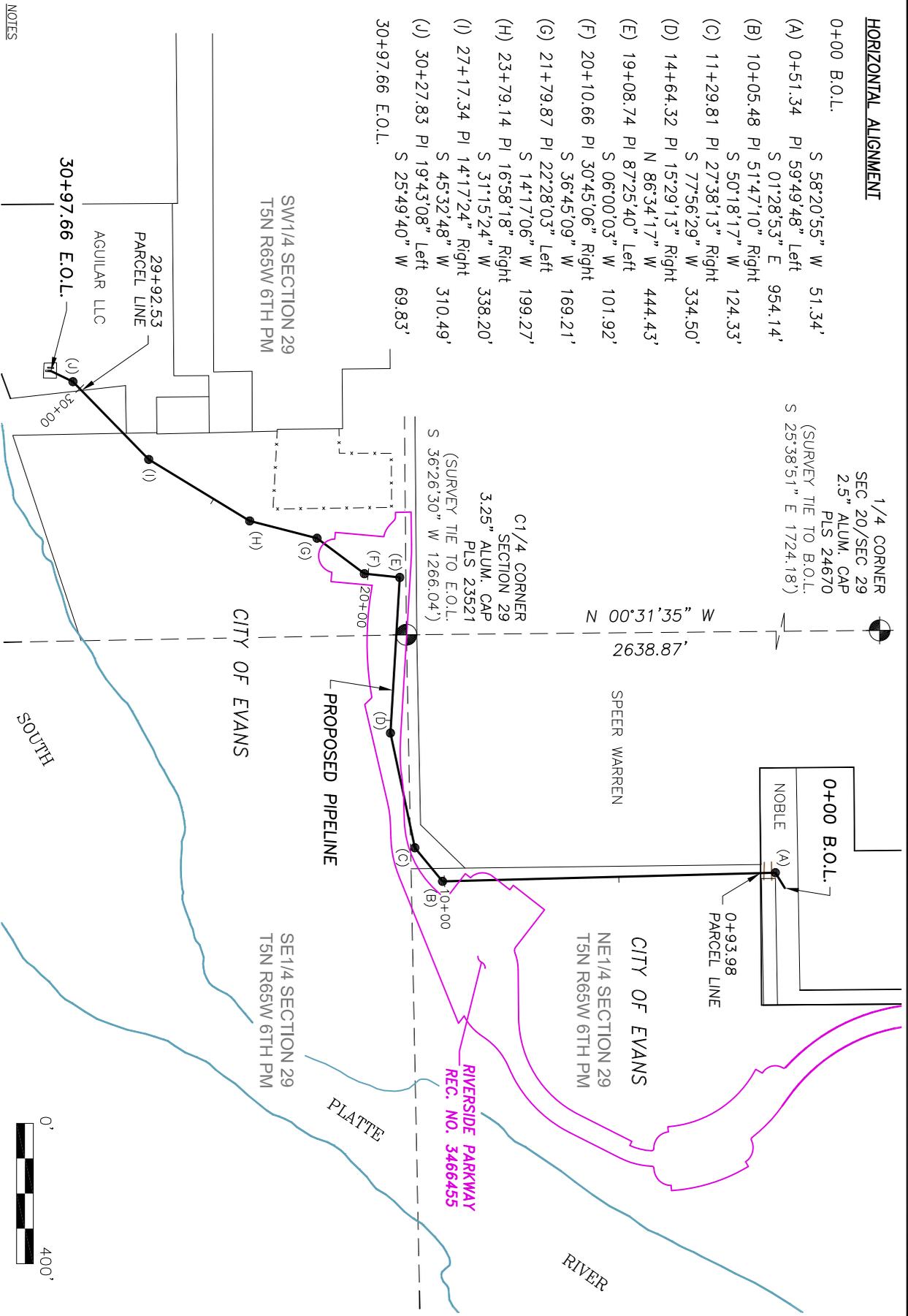
PLATTE RIVER

CITY OF EVANS

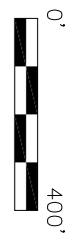
SW1/4 SECTION 29
T5N R65W 6TH PM

29+92.53
PARCEL LINE
AGUILAR LLC

30+97.66 E.O.L.



SECTION MAP
1" = 1/2 MILE



SECTION 29
T5N R65W 6TH PM
WELD COUNTY
EXHIBIT "A"
PROPOSED PIPELINE
2898.55 FT



NOTES

- 1.) Locations of utilities and foreign pipelines were determined from visible surface evidence. These locations if shown may not be accurate or complete. Other utilities may exist and are to be field located by others prior to excavation.
- 2.) This document is not a land survey plat or improvement survey plat. It is not to be relied upon for the establishment of any land boundary, easement, fence, building, or other future improvement lines.
- 3.) All directions, distances and dimensions shown hereon are based on coordinates from the "Colorado coordinate system of 1983 north zone" (Article 52 of Title 38 C.R.S.) A.K.A. "grid", derived from R.I.T.K. G.P.S. techniques and/or the Online Positioning User Service offered by the N.G.S. Combined Factor (CF)=0.9997396512; 1/GF=1.000260416
- 4.) 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.
- 5.) This Exhibit was prepared by Paul A Valdez, PLS 37068, for and on behalf of Centerline Surveying, LLC 7200 McKury Ranch Rd, Bellevue, CO 80512.

CENTERLINE
SURVEYING LLC



SCALE: 1"=400'	DRAWN BY: PAV	JOB NO.: 16032
DATE: 05/26/16	DATE REVISED: 06/21/16	A/E: 500215427

CITY OF EVANS

COUNCIL COMMUNICATION

DATE: July 5, 2016

AGENDA ITEM: 8.A

SUBJECT: 2016 Budget 2nd Revision - Ordinance No. 653-16 – Amending Ordinance No. 632-15 and Appropriating Sum of Revenues and Fund Balances for the Amended 2016 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. 653-16 is the second revision to the 2016 Operating and Capital Budget. The original 2016 Budget was approved by Ordinance No. 632-15 on October 20th 2015.

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 and Attachment “B” identifies the net impact on the revised budget. 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. Many of the items included are carry forward items, which were related to a specific project(s) appropriated for in the 2015 budget, but were not finished in that fiscal year. Since appropriations lapse, the budget for these items needs to be appropriated (carried forward) in 2016.

The General Fund includes the following proposed revision items:

Item 1.1 will carry forward \$70,000 to continue the sales tax auditing program.

Item 1.2 will recognize the grant extension for the Evans Long Range Planner CDBG-DR grant for \$46,293.

Item 1.3 will spend \$10,000 of Traffic Calming Funds to install an LED 4 Way Stop at 17th Avenue and 32nd Street.

Item 1.9 will recognize a transfer to the ERA for purchase of redevelopment property, of \$481,000.

The Conservation Trust Fund includes an item to purchase future park land for \$15,000.

The CIP – Streets fund includes an item to recognize a City match for a DOLA grant of \$100,000. This grant will assist with permanent road repairs on 49th Street, Brantner Avenue and Industrial Parkway.

Also included in this fund is a request for \$1,754 to replace a damaged traffic signal for which insurance recovery proceeds were received.

The Water fund includes a portion of the Tuscany non-potable and detention pond design, \$15,944.

Revision items for the Waste Water fund include:

1.6 to recognize the maximum amount of the debt authorized by Council, \$41,429,000.

1.7 increasing the expense by \$3,880 for a carryforward item for retainage held.

1.8 represents \$227,098 of anticipated revenue with the rate increase included in the 2016 budget, and \$123,413 of additional expense for the debt payments due in 2016.

The Storm Drainage fund will also have an increase in expenses for a portion of the Tuscany non-potable and detention pond design, \$23,915.

The Finance Committee reviewed the proposed budget revision at their last meeting and did not recommend any changes, and these items were reviewed at a City Council work session.

Attachment “A” identifies the detailed changes for the proposed revisions to the 2016 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.

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. 653-16 on first reading.

I move to deny approval of Ordinance No. 653-16 on first reading.

CITY OF EVANS, COLORADO

ORDINANCE NO. 653-16

AN ORDINANCE AMENDING THE 2016 BUDGET; INCREASING GENERAL FUND REVENUES BY \$46,293, APPROPRIATING GENERAL FUND EXPENDITURES OF \$607,293, APPROPRIATING CONSERVATION TRUST FUND EXPENDITURES OF \$15,000, INCREASING CIP STREETS FUND REVENUES BY \$1,754, APPROPRIATING CIP STREETS FUND EXPENDITURES OF \$101,754, APPROPRIATING WATER FUND EXPENSES OF \$15,944, INCREASING WASTE WATER FUND REVENUES BY \$41,656,098, APPROPRIATING WASTE WATER FUND EXPENSES OF \$41,556,293, APPROPRIATING STORM DRAINAGE FUND EXPENSES OF \$23,915.

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, Conservation Trust Fund, Capital Projects – Streets Fund, Water Fund, Waste Water Fund, Storm Drainage 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 5th day of July, 2016.

CITY OF EVANS, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

PASSED, APPROVED AND ADOPTED ON SECOND READING this 19th day of July, 2016.

CITY OF EVANS, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

Attachment A
2016 Budget Revision #2

#	Description	Fund/Funding Source	Reserves	Revenue	Expense	
1.1	Sales Tax Audit Services	General: 2015 Carryforward - Fund Balance	70,000	-	70,000	CFW
1.2	Evans Long Range Planner Grant extension	General: CDBG-DR grant revenue & excess fund balance	-	46,293	46,293	
1.3	LED 4 Way Stop at 17th Ave and 32nd St.	General: Traffic Calming Funds	10,000	-	10,000	
1.9	Transfer to ERA for purchase of redevelopment property	General: Excess Fund Balance	481,000	-	481,000	
Total General Fund			561,000	46,293	607,293	
					(561,000)	<i>Fund Balance Impact</i>
1.10	Purchase of Land for Riverside Park	Conservation Trust Fund: Excess Fund Balance	15,000	-	15,000	
Total Conservation Trust Fund			15,000	-	15,000	
					(15,000)	<i>Fund Balance Impact</i>
1.4	City match for DOLA grant to repair 49th Street, Branter Rd & Industrial Pkwy	CIP Streets: Excess Fund Balance	100,000	-	100,000	
1.5	Replacement of damaged traffic signal	CIP Streets: Insurance Proceeds	-	1,754	1,754	
Total CIP Streets Fund			100,000	1,754	101,754	
					(100,000)	<i>Fund Balance Impact</i>
1.11	Tuscany non-potable and detention pond design	Water: Excess Fund Balance	15,944	-	15,944	
Total Water Fund			15,944	-	15,944	
					(15,944)	<i>Fund Balance Impact</i>
1.6	CWRPDA Loan to construct the new Wastewater Treatment Facility	Wastewater: Loan revenue	-	41,429,000	41,429,000	
1.7	Retainage for permanent work on WWTP	Wastewater: 2015 Carryforward - Fund Balance	3,880	-	3,880	CFW
1.8	Wastewater debt payments	Wastewater: Current year revenue	(103,685)	227,098	123,413	
Total Waste Water Fund			(99,805)	41,656,098	41,556,293	
					99,805	<i>Fund Balance Impact</i>
1.11	Tuscany non-potable and detention pond design	Storm: Excess Fund Balance	23,915	-	23,915	
Total Storm Drainage Fund			23,915	-	23,915	
					(23,915)	<i>Fund Balance Impact</i>

Attachment B

2016 Budget Revision #2 V3

Fund/Department	Beginning Balance	Operating & Capital Revenue	Transfers In	Operating Expenditures	Capital Exp / Asset Management / Debt	Transfers Out	Budgeted Balance
General Fund	10,229,726						
General Government		12,349,744	1,403,196	3,456,138	3,935,301	600,000	
Community Development				964,943			
Public Safety				3,842,591			
Public Works				1,628,289			
Culture, Parks & Recreation				1,510,357			
Disaster Response				277,690			
Total General Fund	10,229,726	12,349,744	1,403,196	11,680,008	3,935,301	600,000	7,767,357
Emergency Contingency Fund	1,000,000	-	-	-	-	-	1,000,000
Cemetery Perpetual Care Fund	92,753	2,700	-	-	75,000	-	20,453
Fire Impact Fund	315,886	2,740	-	-	-	-	318,626
Street Impact Fund	1,150,899	466,988	-	-	1,509,478	-	108,409
Parks Impact Fund	1,612,231	12,118	-	-	110,000	-	1,514,349
Conservation Trust Fund	465,515	189,203	-	-	192,000	-	462,718
Refuse Collection Fund	419,475	661,612	-	621,573	-	33,081	426,433
Capital Projects Fund - Streets	2,480,535	4,062,327	600,000	551,827	6,421,866	-	169,169
Capital Projects Fund - Parks	1,116,484	1,655,148	-	35,000	2,013,215	-	723,417
Waterworks Fund	¹⁾ 2,422,631	5,114,582	-	3,892,088	478,744	733,952	2,432,429
Waste Water Fund	¹⁾ 1,335,706	46,105,404	-	1,445,504	42,699,122	475,542	2,820,942
Storm Drainage Fund	¹⁾ 645,256	682,350	-	208,937	296,112	160,620	661,937
Cemetery Endowment Fund	49,467	6,000	-	6,000	-	-	49,467
TOTAL ALL FUNDS	23,336,564	71,310,916	2,003,196	18,440,936	57,730,838	2,003,196	18,475,705

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

City of Evans General Fund Long Range Financial Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	8,831,630	8,268,626	10,229,726	10,229,726	7,767,357	8,168,569	8,403,062	8,663,385
Revenues:								
Sales Tax	9,633,263	8,583,726	7,514,993	7,514,993	7,690,944	7,872,174	8,058,840	8,251,106
Property Tax	388,013	373,971	432,336	432,336	436,659	441,026	445,436	-
Other Taxes	1,478,037	1,565,219	779,666	779,666	796,302	813,856	832,382	851,936
License & Permits	1,037,884	973,894	955,767	955,767	982,827	1,010,884	1,039,979	1,070,157
Intergovernmental	2,397,488	2,171,729	1,768,830	1,815,123	1,424,926	1,412,894	1,455,281	1,498,940
Charges for Services	399,017	430,983	373,853	373,853	373,982	374,113	374,246	374,381
Fines & Forfeitures	399,763	429,752	362,370	362,370	370,882	371,397	371,916	372,441
Assessments	46,968	99,813	-	-	-	-	-	-
Misc	195,744	478,002	115,636	115,636	102,505	108,154	108,154	108,154
Total revenues	15,976,178	15,107,088	12,303,451	12,349,744	12,179,028	12,404,497	12,686,234	12,527,115
CT	15,976,178	15,107,088	12,303,451	12,349,744	12,179,028	12,404,497	12,686,234	12,527,115
Transfers In	1,173,367	1,300,292	1,403,196	1,403,196	1,425,285	1,446,867	1,468,050	1,489,551
Total Available Funds	17,149,545	16,407,380	13,706,647	13,752,940	13,604,313	13,851,364	14,154,285	14,016,666
Total Annual Increase	4.31%	-5.56%	-16.46%	-16.18%	0.91%	1.82%	2.19%	-0.97%
Expenditures:								
GG Personnel	1,366,897	1,785,834	2,022,963	2,022,963	2,088,102	2,155,339	2,224,741	2,296,378
GG Operations	1,685,271	1,572,013	1,363,175	1,433,175	1,353,179	1,409,639	1,412,027	1,477,033
General Government	3,052,168	3,357,847	3,386,138	3,456,138	3,441,282	3,564,978	3,636,768	3,773,411
	10.55%	8.99%	0.84%	2.93%	2.17%	3.59%	2.01%	3.76%
CD Personnel	324,666	410,597	571,296	617,589	517,866	534,541	551,753	569,519
CD Operations	322,194	535,259	347,354	347,354	185,682	190,324	195,082	199,959
Community Development	646,860	945,856	918,650	964,943	703,547	724,865	746,835	769,478
	35.35%	31.00%	-2.88%	2.02%	3.03%	3.03%	3.03%	3.03%
PS Personnel	3,113,887	3,186,942	3,560,956	3,560,956	3,660,136	3,777,992	3,899,643	4,025,212
PS Operations	330,304	374,916	281,635	281,635	288,676	295,893	303,290	310,873
Public Safety	3,444,191	3,561,858	3,842,591	3,842,591	3,948,812	4,073,885	4,202,934	4,336,084
	5.76%	2.99%	7.88%	7.88%	3.17%	3.17%	3.17%	3.17%
PW Personnel	689,503	804,221	808,787	808,787	834,830	861,711	889,458	918,099
PW Operations	665,436	714,151	809,502	819,502	813,340	833,673	854,515	875,878
Public Works	1,354,939	1,518,372	1,618,289	1,628,289	1,648,169	1,695,384	1,743,973	1,793,977
	-11.40%	10.37%	6.58%	7.24%	2.86%	2.86%	2.87%	2.87%
CPR Personnel	628,565	680,582	800,955	800,955	826,746	853,367	880,846	909,209
CPR Operations	288,369	452,982	709,402	709,402	724,892	740,742	756,960	773,554
Culture, Parks & Rec	916,934	1,133,564	1,510,357	1,510,357	1,551,638	1,594,109	1,637,806	1,682,763
	2.61%	13.20%	33.24%	33.24%	2.73%	2.74%	2.74%	2.74%
IGA - Fire Services	448,918	471,358	474,137	474,137	485,991	498,140	510,594	523,359
Asset Management	239,217	396,344	738,445	738,445	530,580	573,202	523,637	318,804
Debt	289,483	289,169	293,741	293,741	293,082	292,307	291,416	290,410
Total operating expenditures	10,392,708	11,674,369	12,782,348	12,908,641	12,603,101	13,016,871	13,293,962	13,488,286
Total Annual Increase	6.06%	10.06%	9.49%	10.57%	1.27%	3.28%	2.13%	1.46%
Disaster Response & Recovery	705,389	361,560	277,690	277,690	-	-	-	-
Capital Improvements	4,537,878	1,205,104	1,673,186	1,673,186	-	-	-	-
Transfers Out (To Fire Protection Dist)	-	-	-	-	-	-	-	-
Transfers Out (To other City Funds)	2,076,574	1,205,248	874,792	1,355,792	600,000	600,000	600,000	600,000
Transfers In (From EC Fund)	-	-	-	-	-	-	-	-
Excess Revenue Over (Under) Expenditures	(563,004)	1,961,100	(1,901,369)	(2,462,369)	401,212	234,493	260,323	(71,620)
Ending Fund Balance	8,268,626	10,229,726	8,328,357	7,767,357	8,168,569	8,403,062	8,663,385	8,591,765
CT	8,268,626	10,229,726	8,328,357	7,767,357	8,168,569	8,403,062	8,663,385	8,591,765
Minimum Target Reserve	1,598,177	1,918,592	2,195,587	2,227,160	2,150,775	2,254,218	2,323,491	2,372,071
Available Funds	6,670,449	8,311,134	6,132,770	5,540,197	6,017,794	6,148,845	6,339,895	6,219,694

City of Evans Conservation Trust Fund Long Range Financial Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	321,517	513,606	465,515	465,515	462,718	661,114	863,030	1,069,976
Revenues								
Intergovernmental	187,298	187,687	188,000	188,000	190,000	192,000	194,000	196,000
Interest Earnings/Misc Revenue	4,791	2,095	1,203	1,203	8,396	9,917	12,945	16,050
Total Revenues	192,089	189,782	189,203	189,203	198,396	201,917	206,945	212,050
CT	192,089	189,782	189,203	189,203	198,396	201,917	206,945	212,050
Transfers In	-	-	-	-	-	-	-	-
Total Available Funds	192,089	189,782	189,203	189,203	198,396	201,917	206,945	212,050
Expenditures								
Supplies & Services	-	-	-	-	-	-	-	-
Asset Management	-	87,491	177,000	177,000	-	-	-	-
Capital	-	150,383	-	15,000	-	-	-	-
Total Expenditures	-	237,873	177,000	192,000	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-
Excess Revenue Over (Under) Expenditures	192,089	(48,091)	12,203	(2,797)	198,396	201,917	206,945	212,050
Ending Fund Balance	513,606	465,515	477,718	462,718	661,114	863,030	1,069,976	1,282,025
CT	513,606	465,515						

2014-2020 Capital Improvement Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Evans Ditch Trail	-	-	-	-	-	-	-	-
Irrigation Controllers - update to web based	-	150,383	-	-	-	-	-	-
Riverside Park Land	-	-	-	15,000	-	-	-	-
Conservation Trust Fund Total	-	150,383	-	15,000	-	-	-	-

* Capital is budgeted at 90% of projected ending fund balance after operations

	462,245	554,307	429,946	429,946	595,002	776,727	962,978	1,153,823
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City of Evans Capital Projects - Streets Long Range Financial Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Fund Balance	540,342	1,534,688	2,480,535	2,480,535	269,169	211,726	(2,682,711)	(2,379,550)
Revenues								
Intergovernmental	747,775	835,004	4,060,573	4,062,327	672,557	685,563	683,161	671,325
Grant Revenue - FEMA	81,432	33,276	-	-	-	-	-	-
Total Revenues	829,207	868,280	4,060,573	4,062,327	672,557	685,563	683,161	671,325
CT	829,207	868,280	4,060,573	4,062,327	672,557	685,563	683,161	671,325
Transfers In	757,100	1,200,929	600,000	600,000	600,000	600,000	600,000	600,000
Total Available Funds	1,586,307	2,069,209	4,660,573	4,662,327	1,272,557	1,285,563	1,283,161	1,271,325
Expenditures								
Supplies & Services	203,638	294,298	190,000	191,754	190,000	190,000	190,000	190,000
Disaster Response	(9,087)	139,927	260,073	360,073	-	-	-	-
Capital Improvement	397,410	689,137	6,421,866	6,421,866	1,140,000	3,990,000	790,000	790,000
Total Expenditures	591,961	1,123,362	6,871,939	6,973,693	1,330,000	4,180,000	980,000	980,000
Excess Revenue Over (Under) Expenditures	994,346	945,847	(2,211,366)	(2,311,366)	(57,443)	(2,894,437)	303,161	291,325
Ending Fund Balance	1,534,688	2,480,535	269,169	169,169	211,726	(2,682,711)	(2,379,550)	(2,088,226)
CT	1,534,688	2,480,535						

2014-2020 Capital Improvement Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
11th Ave. & US 34 Improvements	-	-	-	-	150,000	-	-	-
Equipment	-	-	-	-	-	-	-	-
17th Ave & 23rd Ave Bikepath - Grant Funded	-	-	-	-	-	-	-	-
37th St. Widening - 47th to 65th (4 lanes)	-	-	-	-	-	3,200,000	-	-
29th Street Road Upgrades	-	-	-	-	-	-	-	-
Bridge Rehabilitation Funds	-	-	59,000	59,000	35,000	35,000	35,000	35,000
Concrete Replacement	74,548	500	75,000	75,000	75,000	75,000	75,000	75,000
Evans Ditch Bikepath - Grant Funded	-	-	118,888	118,888	-	-	-	-
Misc. Street Resurfacing (Per PMS)	289,206	360,576	600,000	600,000	600,000	600,000	600,000	600,000
35th Ave. Widening - 37th St. to Prairie View (4 lanes)	1,052	61,419	1,732,490	1,732,490	-	-	-	-
Traffic Signal - 37th St. & 47th Ave. (Replace Temp.)	-	-	-	-	200,000	-	-	-
Roadway Landscaping	-	-	30,000	30,000	30,000	30,000	30,000	30,000
Street Lighting	-	-	100,000	100,000	50,000	50,000	50,000	50,000
65th Avenue Widening	-	-	1,800,000	1,800,000	-	-	-	-
17th and 49th Ave Bike Path	-	-	-	-	-	-	-	-
US 85 Improvements	-	7,350	13,650	13,650	-	-	-	-
US 85 Landscaping	29,369	-	-	-	-	-	-	-
US 85 Access Control @ 31st St. - Grant Funded	-	-	972,300	972,300	-	-	-	-
US 85 Access Control @ 37th St. - Grant Funded	3,235	-	820,538	820,538	-	-	-	-
36th Street Storm Sewer Road Repairs	-	259,292	-	-	-	-	-	-
Street Sweeper	-	-	100,000	100,000	-	-	-	-
Capital Projects - Streets Total	397,410	689,137	6,421,866	6,421,866	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

	1,665,599	2,822,756	6,021,932	5,931,932	1,216,554	1,176,560	(1,430,595)	(1,168,403)
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City of Evans Water Fund Long Range Financial Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Operating Revenues								
Base Rate (base, np, penalty, misc)	1,801,044	2,754,578	1,942,259	1,942,259	1,902,630	1,950,305	1,998,101	2,000,441
Loan Proceeds	578,642	-	126,384	126,384	-	-	-	-
Variable Rate	2,643,229	2,882,866	2,747,717	2,747,717	2,802,671	2,858,725	2,915,899	2,974,217
Interest Income	4,615	3,630	8,222	8,222	7,924	8,116	8,198	8,280
Total Operating Revenues	5,027,530	5,641,073	4,824,582	4,824,582	4,713,225	4,817,146	4,922,197	4,982,937
Operating Expenses								
Fixed costs	1,823,520	1,960,965	1,734,541	1,734,541	1,638,314	1,684,154	1,716,068	1,748,707
Variable costs	2,408,988	2,537,764	2,600,973	2,600,973	2,653,123	2,706,322	2,760,591	2,809,514
Total Operating Expenses	4,232,508	4,498,728	4,335,514	4,335,514	4,291,438	4,390,476	4,476,659	4,558,221
Net Revenues over (under) expenses	795,022	1,142,345	489,068	489,068	421,788	426,670	445,539	424,716
Transfer for Major Maint (w AMP)	556,167	793,613	322,800	322,800	264,315	266,151	282,033	251,733
Transfer for Water Conservation	234,241	345,102	146,745	146,745	149,548	152,403	155,308	164,703
Net Operations after Transfers	4,615	3,630	19,523	19,523	7,924	8,116	8,198	8,280
Running Cash Balance	780,573	784,202	803,725	803,725	811,650	819,766	827,964	836,243
Target Operating Reserve - 3 months	739,887	840,003	966,492	966,492	969,394	992,981	1,009,829	1,035,446
Available Funds	40,686	(55,801)	(162,767)	(162,767)	(157,744)	(173,215)	(181,866)	(199,203)
Water Rights Revenues								
Payment in Lieu & Water Rights Lease	18,745	20,196	20,000	20,000	20,000	20,000	20,000	20,000
Water Rights Expenses								
Water Right Acquisition	-	-	-	-	-	-	-	-
Annual Net	18,745	20,196	20,000	20,000	20,000	20,000	20,000	20,000
Running Balance	(147,863)	(127,667)	(107,667)	(107,667)	(87,667)	(67,667)	(47,667)	(27,667)
System Maintenance & Expansion Revenue								
Tap Fee Revenue	263,759	407,863	250,000	250,000	260,000	270,000	280,000	290,000
Water Meter Sales	22,532	29,081	20,000	20,000	20,500	21,000	21,500	22,000
Interest Income/ Other Revenue	837	8,502	-	-	-	-	-	-
Transfer for Major Maint (w AMP)	556,167	793,613	322,800	322,800	264,315	266,151	282,033	251,733
Transfer for Water Conservation	234,241	345,102	146,745	146,745	149,548	152,403	155,308	164,703
Total System Expansion Revenue	1,077,535	1,584,161	739,545	739,545	694,363	709,554	738,841	728,436
System Maintenance & Expansion Expenses								
Capital Outlay	344,542	368,142	140,000	155,944	5,203,160	5,040,720	5,078,000	2,922,480
Major Maintenance & AMP	49,926	142,300	322,800	322,800	264,315	266,151	282,033	251,733
Water Conservation Projects	-	-	146,745	146,745	149,548	152,403	155,308	164,703
Misc Expenses	56,452	44,458	143,781	143,781	46,727	47,645	48,586	49,551
Total Expenses	450,920	554,899	753,326	769,270	5,663,750	5,506,919	5,563,927	3,388,467
Annual Net	626,615	1,029,262	(13,781)	(29,725)	(4,969,387)	(4,797,365)	(4,825,086)	(2,660,031)
Running Balance	732,602	1,761,865	1,748,084	1,732,140	(3,123,353)	(7,920,718)	(12,745,804)	(15,405,835)
Total Water Fund Revenue	5,333,403	6,106,716	5,114,582	5,114,582	5,013,725	5,128,146	5,243,697	5,314,937
Total Water Fund Expenses	4,683,428	5,053,628	5,088,840	5,104,784	9,955,188	9,897,395	10,040,586	7,946,689
CT	-	-	-	-	-	-	-	-
Changes in Working Capital	(62,837)	92,017	-	-	-	-	-	-
Total Water Fund Cash Balance	1,277,526	2,422,631	2,448,374	2,432,430	(2,493,089)	(7,262,337)	(12,059,226)	(14,690,977)

1,277,526

2,422,631

City of Evans Waste Water Fund Long Range Financial Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Operating Revenues								
Sewer Sales	1,462,108	2,259,685	2,170,112	2,397,210	3,143,781	3,265,115	3,287,954	3,268,942
Other	19,179	1,271	13,367	13,367	23,843	40,807	58,791	77,803
Total Operating Revenues	1,481,287	2,260,955	2,183,479	2,410,577	3,167,624	3,305,922	3,346,745	3,346,745
CT	1,481,287	2,260,955	2,183,479	2,410,577	3,167,624	3,305,922	3,346,745	3,346,745
Operating Expenses								
Personnel	307,149	355,072	423,222	423,222	436,849	450,916	465,435	480,422
Operations	395,265	315,308	434,227	434,227	445,083	456,210	467,616	479,306
Debt	108,626	107,048	110,762	234,175	106,619	110,535	15,199	-
Transfer for Overhead to General Fund	398,040	441,930	475,542	475,542	482,675	489,916	497,264	504,723
Total Operating Expenses	1,209,080	1,219,358	1,443,753	1,567,166	1,471,227	1,507,577	1,445,514	1,464,452
Net Revenues over (under) expenses	272,207	1,041,597	739,726	843,411	1,696,397	1,798,345	1,901,231	1,882,293
Running Cash Balance	602,996	1,644,593	2,384,319	2,488,004	4,080,716	5,879,062	7,780,292	9,662,586
Target Operating Reserve - 3 months	302,270	304,840	360,938	391,792	367,807	376,894	361,379	366,113
Available Funds	300,726		2,023,381	2,096,213	3,712,909	5,502,167	7,418,914	9,296,473
Major Maintenance Revenues								
Revenue	-	-	50,000	50,000	50,000	50,000	50,000	50,000
Grant - Disaster Related	(102,378)	1,174,315	508,873	508,873	-	-	-	-
Interest	-	-	-	-	-	-	-	-
Total System Maintenance Revenues	(102,378)	1,174,315	558,873	558,873	50,000	50,000	50,000	50,000
Major Maintenance Expenses								
Supplies & Services	-	-	-	-	-	-	-	-
Asset Management	88,865	52,072	118,500	118,500	77,250	100,786	84,140	16,883
Disaster Recovery	353,839	1,646,835	-	3,880	-	-	-	-
Capital Outlay - Regulatory Compliance	-	-	-	-	-	-	-	-
Capital Outlay - Major Maintenance	15,169	-	350,000	350,000	-	-	-	-
Total System Maintenance Expenses	457,873	1,698,907	468,500	472,380	77,250	100,786	84,140	16,883
Annual Net	(560,251)	(524,591)	90,373	86,493	(27,250)	(50,786)	(34,140)	33,117
Running Cash Balance	(151,311)	(675,902)	(585,529)	(589,409)	(612,779)	(663,565)	(697,705)	(664,588)
System Expansion Revenues								
Grant Revenue	-	373,206	1,650,272	1,650,272	-	-	-	-
System Development Fees	125,078	281,907	50,000	50,000	50,000	50,000	50,000	50,000
Interest	-	3,130	6,682	6,682	6,100	7,035	7,605	8,181
Bond Proceeds	-	-	-	41,429,000	-	-	-	-
Total System Expansion Revenues	125,078	658,242	1,706,954	43,135,954	56,100	57,035	57,605	58,181
System Expansion Expenses								
Capital Outlay	-	1,182,570	1,151,622	42,580,622	-	-	-	-
Total System Maintenance Expenses	-	1,182,570	1,151,622	42,580,622	-	-	-	-
Annual Net	125,078	(524,328)	555,332	555,332	56,100	57,035	57,605	58,181
Running Cash Balance	616,367	92,039	647,371	647,371	703,471	760,506	818,111	876,292
Total Waste Water Fund Revenue	1,503,987	4,093,513	4,449,306	46,105,404	3,273,724	3,412,957	3,454,350	3,454,926
Total Waste Water Fund Expenses	1,666,953	4,100,835	3,063,875	44,620,168	1,548,477	1,608,363	1,529,654	1,481,335
Changes in Working Capital	232,915	383,540	-	-	-	-	-	-
Ending Cash	959,487	1,335,706	2,721,137	2,820,942	4,546,188	6,350,783	8,275,478	10,249,070
CT	959,487	1,335,706						
Restricted Cash	275,726							

2014-2020 Capital Improvement Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Combined Plant Planning/Design	15,169	1,178,749	1,131,289	42,560,289	-	-	-	-
WWTP Expansion to 2.0 MGD - Planning/Design	-	-	-	-	-	-	-	-
HNP - Headworks Screening Improvements	-	-	-	-	-	-	-	-
Utility Billing Software	-	3,821	20,333	20,333	-	-	-	-
Vac Truck	-	-	350,000	350,000	-	-	-	-
Waste Water Fund Total	15,169	1,182,570	1,501,622	42,930,622	-	-	-	-

City of Evans Storm Drainage Fund Long Range Financial Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
Beginning Cash	958,656	1,293,597	645,256	645,256	661,937	(428,870)	(753,140)	(420,733)
Operating Revenues								
Storm Drainage Sales	481,223	549,146	656,563	656,563	485,557	495,268	505,174	515,277
Other	5,787	3,359	5,787	5,787	5,787	5,787	5,787	5,787
Total Operating Revenues	487,010	552,505	662,350	662,350	491,344	501,055	510,960	521,064
CT	487,010	552,505	662,350	662,350	491,344	501,055	510,960	521,064
Operating Expenses								
Storm Operations	20,669	99,457	208,937	208,937	29,121	29,849	30,596	31,361
Disaster Recovery	-	-	-	-	-	-	-	-
Total Operating Expenses	20,669	99,457	208,937	208,937	29,121	29,849	30,596	31,361
Transfer Out - Overhead to GF	(126,287)	(135,757)	(160,620)	(160,620)	(163,030)	(165,475)	(167,957)	(170,477)
Operating Income (Loss) after transfers	340,054	317,291	292,793	292,793	299,193	305,730	312,407	319,227
Other Income (Expense)								
Plant Inv Fees/Cash in Lieu of Fees	32,430	38,386	20,000	20,000	20,000	20,000	20,000	20,000
Capital Outlay	(5,049)	(1,019,400)	(272,197)	(296,112)	(1,410,000)	(650,000)	-	-
Asset Management	-	-	-	-	-	-	-	-
Changes in Working Capital	(32,494)	15,382	-	-	-	-	-	-
Increase (Decrease) in Cash	334,941	(648,341)	40,596	16,681	(1,090,807)	(324,270)	332,407	339,227
Ending Cash	1,293,597	645,256	685,852	661,937	(428,870)	(753,140)	(420,733)	(81,506)
CT	1,293,597	645,256	685,852	661,937	(428,870)	(753,140)	(420,733)	(81,506)
Target Reserve - 3 months	5,167	24,864	52,234	52,234	7,280	7,462	7,649	7,840

2014-2020 Capital Improvement Plan

	2014 Actual	2015 Actual	2016 Budget V2	2016 Budget V3	2017 Projected	2018 Projected	2019 Projected	2020 Projected
23rd Ave. Drainage Basin Improvements	-	-	-	-	-	-	-	-
23rd Ave Outfall Design-49th to S Platte River	-	-	-	-	600,000	-	-	-
Tuscany Storm Drainage Improvements	-	-	-	23,915	-	-	-	-
Hwy 85/37th St Drainage	804	996	-	-	-	-	-	-
15th Ave. Storm Sewer - 37th to 36th	-	-	-	-	200,000	-	-	-
US 34 By-pass Storm Sewer Improvements	-	-	-	-	300,000	-	-	-
37th St. Storm Sewer - Trinidad to Boulder	-	572,000	-	-	-	-	-	-
41st St. Storm Sewer - Boulder St. to Golden St.	-	-	-	-	40,000	-	-	-
41st St. Storm Sewer - Central to Boulder	-	-	-	-	40,000	-	-	-
Boulder St. Storm Sewer - 40th St. to 41st St.	-	-	-	-	40,000	-	-	-
Boulder St. Storm Sewer - 41st St. to 42nd St.	-	-	-	-	40,000	-	-	-
Central St./State St. Storm Sewer Rehab.	-	8,992	-	-	150,000	-	-	-
37th St. Storm Sewer - Boulder to US 85	4,245	218,921	-	-	-	-	-	-
Belmont Outfall	-	-	-	-	-	650,000	-	-
43rd and Central Storm Sewer (Easment, design & Const.)	-	-	141,009	141,009	-	-	-	-
29th and Anchor Inlet additions	-	-	75,000	75,000	-	-	-	-
Utility Billing Software	-	1,163	6,188	6,188	-	-	-	-
36th Street Storm Sewer	-	217,328	-	-	-	-	-	-
Street Sweeper	-	-	50,000	50,000	-	-	-	-
Storm Drainage Total	5,049	1,019,400	272,197	296,112	1,410,000	650,000	-	-

* Capital is budgeted at 90% of projected ending fund balance after operations. 1,168,782 1,498,190 862,244 862,244 883,017 (92,826) (378,659) (73,355)

COUNCIL COMMUNICATION

DATE: July 5, 2016

AGENDA ITEM: 8.B

SUBJECT: Approval of Resolution No. 27-2016 designating Evans Fire Protection District as the DERA for the City of Evans.

PRESENTED BY: David Burns, Emergency Management Coordinator

AGENDA ITEM DESCRIPTION:

PROJECT DESCRIPTION:

C.R.S. § 29-22-102(3)(a) requires the City of Evans, Colorado (the “City”) to designate, by resolution, an Emergency Response Authority for hazardous substance incidents occurring within the limits of the City

BACKGROUND:

The Designated Emergency Response Authority (DERA) that is currently in place now has not been updated since 1996. Since then, Evans Fire has separated from the City and formed a special district. Evans Fire Protection District is better equipped and qualified to mitigate hazardous material incidents. This resolution will designate Evans Fire Protection District as the DERA for the City of Evans. The City of Evans and the Office of Emergency Management will still have a significant role in supporting Evans Fire in the event of a hazardous material incident.

FINANCIAL SUMMARY:

There is no financial impact to the City designating Evans Fire Protection District as the DERA for the City

RECOMMENDATION:

Staff recommends that the City Council approve Resolution -2016

SUGGESTED MOTIONS:

“ I move to adopt Resolution No. 27-2016 designating the Evans Fire Protection District as the DERA for the City of Evans”

“ I move to deny Resolution No. 27-2016 designating the Evans Fire Protection District as the DERA for the City of Evans”

CITY OF EVANS, COLORADO

RESOLUTION NO. 27 -2016

A RESOLUTION DESIGNATING AN EMERGENCY RESPONSE AUTHORITY
FOR HAZARDOUS SUBSTANCE INCIDENTS

WHEREAS, C.R.S. § 29-22-102(3)(a) requires the City of Evans, Colorado (the “City”) to designate, by resolution, an Emergency Response Authority for hazardous substance incidents occurring within the limits of the City; and

WHEREAS, an Emergency Response Authority so designated shall be responsible for the emergency response to a hazardous substance incident occurring within the City; and

WHEREAS, the Evans Fire Protection District possesses the manpower, partnerships, and agreements necessary to carry out the requirements of the Emergency Response Authority,

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

1. The Evans Fire Protection District shall constitute as the Designated Emergency Response Authority within the City of Evans pursuant to C.R.S. § 29-22-102 et seq.
2. Existing Resolutions or parts of Resolutions covering the same matters as embraced by this Resolution are hereby repealed and all Resolutions or parts of Resolutions inconsistent with this Resolution are hereby repealed.

PASSED and APPROVED at a regular meeting of the City Council of the City of Evans on this 5th day of July, 2016.

CITY OF EVANS, COLORADO

By: _____

Mayor

ATTEST:

City Clerk

COUNCIL COMMUNICATION

DATE: July 5, 2016

AGENDA ITEM: 8.C

SUBJECT: Approval of Resolution No. 28-2016 approving staff to apply for, accept, and execute a State Homeland Security Grant for the purchase communication equipment for the Evans Emergency Operation Center.

PRESENTED BY: David Burns, Emergency Management Coordinator

AGENDA ITEM DESCRIPTION:

PROJECT DESCRIPTION:

Applying for left over grant from the 2014 State Homeland Security Grant. This project will include the purchase of (10) IP phones, (10) licenses and two switches. The phones will be designated for use in the EOC.

BACKGROUND:

Need: Based upon the After Action Reports from the 2013 floods and EOC exercises, not having a phone system with the EOC was a significant need. Currently, staff utilizes personal and work cell phones while working in the EOC. Some of the issues that come from using cell phones in the EOC is designated phone numbers for support functions. These numbers will change every time staffing changes. Making it difficult for staff to communicate within the EOC and for outside agency to effectively communicate with the EOC. Also, our contingences options are limited since cell phones are typical utilized as a buck system.

Phone: Office of Emergency Management has been working with the IT department on what is our best options for phones. Kevin, recommended that we go with the IP phones that will run through the internet. This the phone system that we are currently using within the city. The system can be mobile and can function in the backup EOC is compromised while also having the ability to keep all the phone numbers the same no matter which EOC is activated. We have estimates of just over \$3,500 for phones, license, switches. This doesn't include cables or shipping.

Grant: There are funds that are available from the 2014 State Homeland Security Grant. The region has to spend all the money by the end of July or they have to return the reaming funds. Leading to the opening of special projects such as this one. This grant is a "0" match for the city.

FINANCIAL SUMMARY:

There is no financial impact to the City since there is no match for the City and the grant covers 100% of the project.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution -2016

SUGGESTED MOTIONS:

“I move to adopt Resolution No. 28-2016 to authorizing staff to apply for, accept, and execute a State Homeland Security Grant for the purchase communication equipment for the Evans Emergency Operation Center and not to exceed \$5,000”

“I move to deny Resolution No. 28-2016 authorizing staff to apply for, accept, and execute a State Homeland Security Grant for the purchase communication equipment for the Evans Emergency Operation Center and not to exceed \$5,000”

CITY OF EVANS, COLORADO

RESOLUTION NO. 28-2016

A RESOLUTION AUTHORIZING THE CITY TO APPLY FOR, ACCEPT, AND EXECUTE A STATE HOMELAND SECURITY GRANT THROUGH THE STATE OF COLORADO FOR THE PURCHASE OF COMMUNICATION EQUIPMENT FOR THE EVANS EMERGENCY OPERATION CENTER IN AN AMOUNT NOT TO EXCEED \$5,000.

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 Emergency Operation Center supports response and recovery operations during and after a disaster; and

WHEREAS, the State Homeland Security Grant Program (SHSP) is a core assistance program that provides funds to build capabilities at the State, local, tribal, and territorial levels, to enhance our national resilience to absorb disruptions and rapidly recover from incidents both natural and manmade as well as to implement the goals and objectives included in State homeland security strategies and initiatives in their State Preparedness Report (SPR)

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

The City Council hereby authorizes Dave Burns, Emergency Management Coordinator, to apply for, accept, and execute a State Homeland Security Grant for the purchase communication equipment for the Evans Emergency Operation Center in an amount not to exceed \$5,000.

PASSED and APPROVED at a regular meeting of the City Council of the City of Evans on this 5th day of July, 2016.

CITY OF EVANS, COLORADO

By: _____

Mayor

ATTEST:

City Clerk

COUNCIL COMMUNICATION

DATE: July 5, 2016

AGENDA ITEM: 8.D

SUBJECT: AGREEMENT RESOLVING LITIGATION AND EQR ISSUES
RELATED TO ASHCROFT APARTMENTS

PRESENTED BY: Scott Krob, City Attorney
Fred Starr, City Public Works Director

AGENDA ITEM DESCRIPTION:

The Agreement that is before the Council for its consideration this evening, if approved, will resolved a couple of issues involving Scott Ehrlich and his Ashcroft Apartments development.

EQRs. Through an agreement with the previous Evans City Staff, Scott Ehrlich dedicated 120 EQRs to the Ashcroft Apartments, with the understanding that after a year of actual water use by the Apartments, the City would evaluate the amount of water used and compare it to the 120 EQRs dedicated and, to the extent there was an excess number of EQRs, the City would give Mr. Ehrlich credit for that excess. The year of use and the Staff's evaluation have been completed. They show that the actual use is equivalent to approximately 65 EQRs. Accordingly, by this Agreement, the City would commit to allow Mr. Ehrlich, or one of his affiliated entities to use the excess 55 EQRs in developing a piece of commercial property he owns on the Northwest corner of 37th Street and 35th Avenue. Mr. Ehrlich has an additional 13.75 EQRs in an existing water bank account with the City, which he would also be permitted to use to develop the commercial property.

Pending Litigation. In addition, the Agreement would resolve litigation initiated by Mr. Ehrlich's company, Ashcroft Apartments, LLC, against the City. In the litigation Ashcroft asserted that the City had charged the Ashcroft Apartments development too much for park impact fees. According to an affidavit filed by Mr. Ehrlich in the litigation, he was advised by City staff that the amount of the park impact fees would be \$28,000 less than the amount ultimately assessed against his project and which Mr. Ehrlich paid. Under the Agreement, the City would reimburse Ashcroft Apartments, LLC for this \$28,000.

In the pending litigation, Mr. Ehrlich seeks \$258,000 in credits against the \$796,000 of park impact fees he paid, based on certain park and recreation facilities that were constructed as part of the Ashcroft Apartments, such as trails, parks, playgrounds, and a

swimming pool. City staff has concluded that the creation of those park and recreation facilities will take some of the burden off of other park and recreation facilities within the City and therefore some credit is appropriate. City staff have agreed with Mr. Ehrlich that the appropriate amount of that credit is \$55,000. Under the Agreement, the City would reimburse Ashcroft Apartments, LLC this \$55,000 in addition to the \$28,000 discussed above, for a total of \$83,000. The pending litigation would be dismissed and all parties would bear their own attorneys fees and costs. If the Agreement is not approved, the case will go to trial July 25 through 28, 2016.

FINANCIAL SUMMARY:

The proposed settlement will cost the City of Evans \$83,000, which will be paid out of the park impact fee fund. However, it will save the City substantial costs that would otherwise be incurred in taking the matter to trial. It also eliminates the risk of a larger judgment being entered against the City if Ashcroft Apartments were to prevail at trial. Finally, it encourages development of commercial property within the City.

RECOMMENDATION:

Staff recommends that the City Council approve the Agreement and authorize the Mayor to sign it, and that that City Council further approve a corresponding budget amendment to allow the payment of the \$83,000 from the park impact fee fund.

SUGGESTED MOTIONS:

“I move to approve the Agreement regarding EQRs associated with Ashcroft Apartments and settling pending litigation between the City and Ashcroft Apartments, LLC, to authorize the Mayor to sign such agreement, and to revise the City’s budget to authorize payment of the \$83,000 provided for in the Agreement from the park impact fee fund. “

“I move not to approve the Agreement.

AGREEMENT AND MUTUAL RELEASE

I. PARTIES

THIS AGREEMENT AND MUTUAL RELEASE (“this Agreement”) is made by, between, and among the **CITY OF EVANS, COLORADO**, a Colorado home rule municipality (“the City”) and **ASHCROFT HEIGHTS APARTMENTS, LLC, THE VILLAGE AT ASHCROFT, LLC, ASHCROFT HEIGHTS INVESTMENT, LLC,** and **SCOTT EHRLICH in his official capacity with the aforementioned companies** (collectively “the Ehrlich Affiliated Entities”).

The City and the Ehrlich Affiliated Entities are collectively referred to herein as “the Parties.”

II. RECITALS

A. The City and Ashcroft Heights Apartments, LLC are currently involved in litigation in the District Court of Weld County, Colorado, captioned *Ashcroft Heights Apartments, LLC v. City of Evans, Colorado*, Case No. 2015 CV 30655 (“the Pending Litigation”). The Pending Litigation involves a dispute as to the park impact fees assessed by the City in connection with an apartment complex built by Ashcroft Heights Apartments, LLC, commonly referred to as “Ashcroft Apartments.”

B. Independent of the Pending Litigation, an issue exists between the City and one or more of the Ehrlich Entities regarding the number of Equivalent Residential Units (“EQRs”) that need to be provided to the City in order for the City to provide water service to the Ashcroft Apartments (“the Ashcroft Apartments EQR Matter”).

C. Ashcroft Heights Investment, LLC is the owner of a certain real property parcel approximately 15 acres in size located within the City on the Northwest corner of 37th Street and 35th Avenue (“the Commercial Parcel”).

D. Without admitting any factual allegations or liability, the Parties agree that it is in their respective best interests to settle and resolve any and all claims, issues, judgments, and actions that were or could have been alleged between the Parties as of the Effective Date of this Agreement (as defined below) or that were or could have been alleged as part of the Pending Litigation. The Parties further agree that it is in their respective best interests to memorialize the status of and their agreement related to the Ashcroft Apartments EQR Matter and related to the Commercial Parcel.

III. TERMS OF AGREEMENT

In consideration of the promises, mutual releases, agreements, representations, warranties, and covenants set forth below, the Parties agree as follows:

1. Incorporation of Recitals. The Parties agree that the Recitals above are incorporated into and made part of this Agreement.
2. Effective Date of this Agreement. The Parties agree that this Agreement will become effective on July 5, 2016 (“the Effective Date”).
3. Resolution of EQR evaluation and issues.
 - a. The City hereby acknowledges the existence of 13.75 EQRs in the “Village at Ashcroft” water bank account maintained by the City, and agrees that those EQRs shall be dedicated for use in development of the Commercial Parcel (the “Water Bank EQRs”).
 - b. As part of the development of the Ashcroft Apartments, 120 EQRs were dedicated from one or more of the Ehrlich Affiliated Entities or entities related to one or more of the Ehrlich Affiliated Entities in order to provide water service to the Ashcroft Apartments with the understanding that following completion of construction, the City would evaluate the actual water consumption of the Ashcroft Apartments for a one-year period to determine whether all 120 EQRs were necessary in order to meet the anticipated water demands of the Ashcroft Apartments. The City has completed an evaluation of the actual water consumption for the Ashcroft Apartments and determined that it used 9,752,000 gallons, representing 65 EQRs. The Ehrlich Affiliated Entities agree with and acknowledge the City’s determination that 65 EQRs are dedicated to the Ashcroft Apartments. The Parties further agree that the remaining 55 EQRs from the 120 EQRs initially reserved for the Ashcroft Apartments are available and shall be transferred for use in developing the Commercial Parcel (the “Remaining EQRs”).
 - c. The Parties acknowledge that the Water Bank EQRs and Remaining EQRs are freely assignable along with the Commercial Parcel.
4. Development of Commercial Parcel. As discussed above, 13.75 EQRs from the Village at Ashcroft water bank account maintained by the City, and the remaining 55 EQRs initially dedicated but no longer needed for the Ashcroft Apartments will be dedicated for use in developing the Commercial Parcel. The number of EQRs in addition to these 68.75 EQRs, if any, that will be needed in developing the Commercial Parcel will be determined based on a site specific development plan indicating the proposed uses on the Commercial Parcel with

sufficient specificity to enable the City to calculate the anticipated water demand in conformance with Evans City Code in effect at that time.

5. Settlement of the Pending Litigation.

- a. As a result of a miscommunication between the Parties, the amount ultimately charged to and paid by the Ehrlich Affiliated Entities for park impact fees was \$28,000 more than the amount apparently communicated to Ehrlich by City staff. The City has agreed to reimburse this amount to the Ehrlich Affiliated Entities.
- b. The purpose of the City's park impact fees is, in part, to provide funding for park and recreation capital improvements. The Parties hereby agree and the City acknowledges that substantial park and recreation capital facilities were provided or constructed by the Ehrlich Affiliated Entities as part of the Ashcroft Apartments development, and that such facilities are available to residents of Ashcroft Apartments who, in turn, are residents of the City. As a result of the construction of park and recreation capital improvements at Ashcroft Apartments, the City has concluded that the use of other park and recreational facilities within the City has been reduced and, therefore, the Ehrlich Affiliated Entities are entitled to be reimbursed for \$55,000 of the park impact fees previously paid.
- c. The \$28,000 plus the \$55,000, for a total of \$83,000, will be paid to Ashcroft Heights Apartments, LLC within 30 days of the effective date of this Agreement.
- d. Dismissal. In consideration for the \$83,000 payment, the Ehrlich Affiliated Entities will file a motion to dismiss the Pending Litigation with prejudice within three (3) days of receipt of the payment.
- e. Mutual Release. For and in consideration of the mutual promises, covenants and releases set forth herein, all the Parties hereto do hereby voluntarily, knowingly and mutually forever release, discharge and relinquish any and all claims, demands, causes of action, choses in action, fees, costs, liability, debts, wrongs, damages, complaints, judgments, and execution, irrespective of the legal theory upon which they may be based, whether in law or in equity, criminal, civil or administrative, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, whether heretofore asserted or not, whether based upon an act or an omission, whether for pecuniary or non-pecuniary losses, property damages, personal injuries, medical expenses, attorney fees or otherwise, against all other parties hereto, which arise out of or are in any way connected with the factual basis for the pleadings, discovery or any

court filings in the Pending Litigation or arising by or between them prior to the date of this Agreement.

- 1) This Release is made for the benefit of the Parties hereto and shall also be deemed to release all claims any of the Parties have as to the subject matter of—this Agreement against all party representatives, which are hereby defined to include all parties' past or present officers, directors, independent contractors, shareholders, employees, principals, managing brokers, managers, agents, supervisors, subrogees, insurance carriers, reinsurance carriers, employers, liquidators, related corporations, attorneys and subsidiaries, and all past, present, or future trustees, heirs, devisees, legatees, beneficiaries, guardians, representatives, successors, conservators, receivers, transferees, and assigns.
- 2) It is also expressly understood that the release of claims against any person or entity named or designated herein shall also be deemed to constitute a release of all persons or entities that are or may be liable, whether under the doctrine of *respondeat superior* or otherwise, for any conduct, act, or omission of the person being released.
- 3) Except as necessary to enforce the terms and provisions of this Agreement, the Parties agree not to sue, nor to initiate or prosecute any legal, equitable, criminal or administrative proceedings against any party or any party representative with respect to the subject matter of this Agreement or for any claims arising by or between the Parties hereto that predate this Agreement.
- 4) Each party shall be responsible for its attorney fees and costs related to the Pending Litigation.

f. Representations.

- 1) The undersigned signatories who sign in a representative capacity on behalf of any person or entity represent and warrant that they are authorized and directed by the said person or entity for which they execute this Agreement so to execute this Agreement on behalf of such person or entity.
- 2) Each of the Parties further represents, warrants, and agrees as follows:

They have read this Agreement and are fully aware of and understand its contents and agree that it shall act as a general release as to the subject matter of this Agreement;

They are now and have been represented by counsel in connection with their claims and defenses in this matter and have had the benefit of any legal advice they desire in regard to the drafting and execution of this Agreement;

They have independently sought and received any tax or accounting advice that they desire in conjunction with the execution of this Agreement and its tax and accounting implications to them or have voluntarily elected to proceed without such advice;

They voluntarily execute this Agreement without any undue pressure or influence by any person and, except as specifically set forth herein, no party has relied upon any representation, promise or statement of any other party including, but not limited to, any agents, employees, representatives, officers, directors, owners, partners, shareholders and attorneys of any other party to or beneficiary of this Agreement;

Each individual, and not a legal entity, executing this Agreement is over the age of twenty-one years, is under no disability, is of sound mind and condition, is fully competent to understand the terms of this Agreement, and is able and authorized to execute this Agreement on behalf of any person or entity for whom they purport to execute this Agreement;

They have neither granted nor made any assignment, subrogation or other right of substitution to any person of their rights against any party with respect to the subject matter of this Agreement, and they are not aware of any person or entity who may pursue, who may be entitled to pursue, or who intends to pursue any claims derivative of or in any way relating to the subject matter of this Agreement;

They are fully informed as to the nature, extent, effects and consequences of signing this Agreement and of the rights they are forever foregoing as a result of executing this Agreement;

They understand that any presumptions, assumptions or beliefs they may have formed regarding the liability, if any, of any other person, or of the severity, amount, likelihood or nature of any losses, damages, or injuries they may have suffered or may suffer, or that any assumptions regarding the availability of any remedy for any such alleged damages or injuries, could be erroneous, and that any losses, damages or injuries they may have suffered or they may in the future suffer or discover may be more severe or extensive than presently anticipated or believed, and they

voluntarily assume the risk of executing this Agreement notwithstanding these possibilities;

They understand that the consideration referenced in this Agreement and other mutual promises and covenants expressly set forth in this Agreement constitute the only consideration or value they will receive in conjunction with this Agreement and the claims being resolved and released by the execution of this Agreement, and they hereby waive all claims to assert that this Agreement is unenforceable or invalid due to any lack or failure of consideration; and

They understand that this is a binding and enforceable agreement and that it may be submitted to a court or other entity, agency, or administration to prove the existence of this Agreement or for enforcement.

- g. Attorney Fees. In the event of default by any party of any obligation under this Agreement, the prevailing party in any proceeding to enforce the terms of this Agreement shall be entitled to recover their attorney fees and costs associated with responding to or prosecuting such action.
- h. No admission of liability. This Agreement constitutes a full and final settlement of disputed claims by and between the Parties. The execution of this Agreement shall not be in any manner construed as an admission of liability on the part of any party, and all the Parties specifically and expressly disclaim any liability or wrongdoing.

6. Miscellaneous.

- a. Severability. Every provision of this Agreement is intended to be severable. Accordingly, in the event any provision is declared illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, such illegality, invalidity, or unenforceability shall not effect the remaining provisions, which shall remain fully valid, binding, and enforceable.
- b. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- c. Entire Agreement. This Agreement is fully integrated, containing the entire agreement and understanding between the Parties, superceding and replacing all prior negotiations and proposed agreements, written or oral.
- d. Binding Agreement. The Parties agree that this Agreement shall be binding upon all the Parties who execute this Agreement, irrespective of

whether it is approved by any Court and irrespective of whether this Agreement was the result, indirect or direct, of any mediation or other alternative dispute resolution.

- e. Counterpart Execution. This Agreement may be executed in multiple counterparts, including facsimiles, each of which when taken together shall be deemed an original.
- f. Further Assurances. Each of the Parties agrees to execute all documents and use reasonable efforts to take all other actions necessary to carry out the purposes of and obligations created by this Agreement.
- g. Amendments. Any amendment to this Agreement shall not be effective unless in writing and signed by all the Parties. This Agreement may not be amended or modified by oral agreement.
- h. Waiver. Any waiver by a party of any provision of this Agreement shall not be deemed to be a waiver of any other provision of this Agreement or a waiver of a subsequent breach of the same provision, unless such waiver is expressed in writing and signed by the party to be bound.

ASHCROFT HEIGHTS APARTMENTS, LLC

By: _____
Its: _____

THE VILLAGE AT ASHCROFT, LLC

By: _____
Its: _____

ASHCROFT HEIGHTS INVESTMENT, LLC

By: _____
Its: _____

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY:-----
John L. Morris, Mayor

COUNCIL COMMUNICATION

DATE: July 5, 2016

AGENDA ITEM: 8.E

SUBJECT: AMENDMENT TO TUSDEVELOPMENT AGREEMENT –
TUSCANY SUBDIVISION - EQRs FOR PHASE 2 LOTS

PRESENTED BY: Scott Krob, City Attorney
Fred Starr, Public Works Director

AGENDA ITEM DESCRIPTION:

This is an agreement that would allow builders to provide one-half of the otherwise required EQRs in order to obtain a building permit for homes in Tuscany Phase II.

As you may recall from our previous discussions, in connection with the development of the Tuscany Subdivision, the City and the Developer entered into a Public Improvements Agreement 2000. The original developer abandoned the project and took bankruptcy. Although EQRs were provided in connection with Tuscany Phase I, there are currently no EQRs associated with Tuscany Phase II. Despite the lack of EQRs appurtenant to lots in Phase II, it appears the City inadvertently issued building permits for the construction of several homes over the past few years, and that such homes have been constructed.

Richmark owns a number of vacant lots in Tuscany Phase II. Richmark, like the other current owners of vacant Phase II lots were under the mistaken impression that the EQRs for Phase II had been provided and that the lots were permit ready. In an effort to encourage the construction of the remainder of Phase II and as a compromise, the attached agreement allows Richmark (and other developers of Phase II lots) to (1) provide ½ the EQRs needed for each lot or (2) pay ½ the value of the EQRs needed for each lot. The requirement for the other ½ of each EQR will be waived by the City.

FINANCIAL SUMMARY:

Although this agreement will have indirect impacts in that the City will not receive ½ of the EQRs that would otherwise be associated with the Phase II lots, it does not involve any direct expenditure by the City.

RECOMMENDATION:

Staff recommends approval of the Agreement.

SUGGESTED MOTIONS:

“I move to approve and authorize the Mayor to sign the Amendment to Development Agreement for the Tuscany Subdivision.

“I move not to approve the Amendment to Development Agreement for the Tuscany Subdivision.

**AMENDMENT TO DEVELOPMENT AGREEMENT
(TUSCANY SUBDIVISION)**

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between the **CITY OF EVANS, COLORADO**, a Colorado home rule municipality, (“the City”) and **RICHMARK REAL ESTATE PARTNERS, LLC** (“Richmark”).

WHEREAS, certain real property (“the Development”) located within the City was previously subdivided and platted as specifically described in the plat approved by the City for Tuscany Subdivision – First Filing and recorded on March 12, 2000 with the Weld County Clerk and Record at Reception No. 2756849, as subsequently modified and replatted, in part, as Tuscany – Second Filing, recorded on January 14, 2001 at Reception No. 2616649; and

WHEREAS, in connection with the development of the Tuscany Subdivision, the City and the Developer entered into a Public Improvements Developers Agreement for City of Evans (Tuscany – First Filing) dated on or about September 27, 2000, as amended (“the Development Agreement”), which Development Agreement was recorded at Reception No. 2799495 of the records of the Weld County Clerk and Recorder. Pursuant to the provisions of the recorded Development Agreement, each successor to the lots in the Development, other than the purchaser of a single family residence, assumed the obligations of the Developer with regard to the property purchased within the Tuscany Development; and

WHEREAS, Richmark, as the owner of the real property which is a portion of the Development described in Exhibit A (“Richmark Phase II Lots”), is the successor in interest to the developer in relation to the Richmark Phase II Lots; and

WHEREAS, Chapter 13.08 of the Evans Municipal Code requires that the developer of real property with the City provide Equivalent Residential Units (“EQRs”) to the City based on the anticipated water demands of the development; and

WHEREAS, the issuance of building permits in connection with the Richmark Phase II Lots contemplated the provision by the Developer of EQRs in the amounts set forth in Exhibit B; and

WHEREAS, no EQRs are appurtenant to Phase II Lots within the Development at this time, including the Richmark Phase II Lots; and

WHEREAS, despite the lack of EQRs appurtenant to lots in Phase II, it appears the City inadvertently issued some permits for the construction of homes and that such homes have been constructed in whole or in part; and

WHEREAS, many of the improvements the Developer is obligated to make under the Development Agreement, including but not limited to a non-potable water system and associated water rights, have not been constructed or provided; and

WHEREAS despite the lack of completion of many of the improvements by the Developer or its successors, Richmark has requested that it be permitted to proceed with obtaining building permits and constructing homes on the Richmark Phase II Lots,

WHEREAS, Richmark has further requested that it be allowed to obtain building permits for the Richmark Phase II Lots without providing EQRs, and

WHEREAS, the City has an interest in stimulating the construction of homes within the Development but also has an interest in preserving its water rights portfolio.

NOW THEREFORE, in consideration of the mutual obligations and covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Provisions of EQRs for Richmark Phase II Lots. The City agrees that for each of the Richmark Phase II Lots identified on Exhibit A, Richmark may satisfy the EQR requirements for the lot by (1) providing one-half the number of EQRs associated with the lot as designated in Exhibit B, or (2) paying a fee in lieu of such EQR for one-half of the number of EQRs associated with the lot in Exhibit B, based on a per EQR price of \$16,680. By way of example, if the lot has an assigned EQR value of 1.0 EQRs, then Richmark may satisfy the EQR requirement for that lot by providing the City 0.5 EQRs or paying the City \$8,340 in lieu of providing such EQRs. The City may adjust the fee in lieu no more often than once a year, using the same methodology used to determine the figure of \$16,680, with appropriate adjustments for inflation.
2. EQRs for other Phase II Lots. Upon execution of an amendment to the Development Agreement similar to this Agreement, the City will offer an equivalent option to the other owners of undeveloped lots in Phase II identified in Exhibit B so that all remaining owners of undeveloped lots in Phase II will be treated equally with regard to the EQRs for Phase II. Adjustments may be made by the City in such other agreements based on changes in the cost of providing an EQR at the time of the agreements.
3. Other Developer Obligations. Nothing in this Agreement is intended to nor shall it be construed to modify the other obligations of the Developer or its successors under the Development Agreement, including but not limited to the obligation to design, construct, and provide water rights for a non-potable system for the Tuscany Subdivision. Nor shall this Agreement be construed in any manner to limit the ability or authority of the City or any entity created by the City such as a special improvement district, to construct and/or provide financing for the construction of any of the improvements contemplated in the Development Agreement, including but not limited to the non-potable water system.
4. Effect on Development Agreement. Except as specifically amended herein, the Development Agreement shall remain in full force and effect.
5. Disclosure to prospective purchasers. To ensure that prospective purchasers of the Richmark Phase II Lots and other similarly situated Phase II lot purchasers are aware of

the status of the non-potable water system and possible assessments related to providing such system, Richmark shall provide prospective purchasers with a copy of the Disclosure Notice attached as Exhibit C and shall obtain the prospective purchasers signature on such Disclosure. No certificate of occupancy will be issued by the City until the City building official receives the signed Disclosure.

6. Authority and Non-Assignment. The Parties expressly warrant to each other that they have authority to enter into, and perform, this Agreement, and further expressly warrant and represent that they have not sold, assigned, granted or transferred to any other person or entity, any claim, action, demand, cause of action or damages released by this Agreement.
7. Survival of Covenants and Warranties. All covenants and warranties contained in this Agreement are contractual and not mere recitals, and shall survive the closing of this Agreement.
8. Successors and Assigns. This Agreement shall be binding upon the Parties, their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the Parties, and their agents, heirs, administrators, representatives, executors, successors and assigns. The rights and obligations under this Agreement shall be appurtenant to and shall run with and be binding on the Development in perpetuity.
9. Governing Law. This Agreement is made and entered into within the State of Colorado and shall in all respects be interpreted, enforced, and governed under the laws of the State of Colorado. The language of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against either of the Parties.
10. Severability. Should any provision of this Agreement be declared or be determined by any court, to be illegal or invalid, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected and any illegal or invalid part, term, or provision, should not be deemed to be a part of this Agreement.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.
12. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instruments signed by the party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, but not for the future or as to any act other than that specifically waived.
13. Breach or Default. Nothing in this Agreement will be construed so as to impair any legal or equitable right of either party to enforce any of the terms of this Agreement by any

means, including, without limitation, an action for damages or a suit to obtain specific performance of any or all of the terms of this Agreement. Before filing an action for damages or specific performance, however, the aggrieved party shall first notify the other party in writing of the alleged breach or default and shall give the other party a reasonable opportunity to correct the alleged breach or default.

14. Notices. All notices and other communications that are required or permitted under this Agreement shall be in writing and shall be sufficient if mailed by first class mail, postage prepaid, to the addresses specified below or to such other address as the City and Richmark shall have specified by notice in writing to the other party. All such notices shall be deemed to have been received on the date of delivery thereof or the third business day after the mailing thereof, whichever is the earlier.

City of Evans:

Fred Starr
Director of Public Works
City of Evans
1100 37th Street
Evans, CO 80620

Scotty P. Krob
KROB LAW OFFICE, LLC
8400 E. Prentice Ave.
Penthouse
Greenwood Village, CO 80111

Richmark Real Estate Partners, LLC:

Tyler Richardson
Richmark Real Estate Partners, LLC
5200 W. 20th Street
Greeley, CO 80634

SIGNATURE APPEAR ON FOLLOWING PAGE

ATTEST:

CITY OF EVANS

Raegan Robb, Evans City Clerk

By: _____
John L. Morris, Mayor

APPROVED AS TO SUBSTANCE:

Aden Hogan, Evans City Manager

APPROVED AS TO FORM:

Scott Krob, Evans City Attorney

**RICHMARK REAL ESTATE PARTNERS,
LLC**

By: _____
Name: _____
Title: _____

Exhibit A

Parcel 1:

Lots 10 and 11, Block 12, Tuscany - First Filing, a Subdivision in the City of Evans, County of Weld, State of Colorado.

Parcel 2:

Lots 31 through 38, inclusive, Block 12,

Lots 8 through 11, inclusive, Block 14,

Lots 1 through 5, inclusive, and Lots 11 and 12, and Lots 18 through 21, inclusive, Block 16,

Lots 1 through 4, inclusive, Block 17,

Lots 2 through 22, inclusive, Block 18,

Tuscany-First Filing, a subdivision of the City of Evans, County of Weld, State of Colorado.

AND

Lots 1 through 8, inclusive, Block 15,

Lots 1 through 7, inclusive, Block 15A, Tuscany-First Filing, Replat of Block 15, a subdivision of the City of Evans, County of Weld, State of Colorado.

EXHIBIT B

T C D S	2020 Clubhouse Drive, Suite 200 Greeley, Colorado 80634 office 970 330 3535 toll-free 800 241 8587 fax 970 330 3450 www.tcds.biz
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Engineering | Surveying | Land Development | General Contracting | Consulting

Fax Transmittal

To *Carl Smith*

Fax Number *330 3472*

From *Jim Martin*

Number of pages *10* (including this cover page)

Message

Urgent For Review Please Comment Please Reply

re: Water Dedication

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address. Thank you.



2020 Clubhouse Drive #200
Greeley, Colorado 80634
970-330-3535

February 13, 2002

Earl Smith
Director of Public Works
City of Evans
1100 37th Street
Evans, CO 80620

Dear Earl:

This is a recap of the Water Dedication so far. We have dedicated all of the water for Phase 1, which includes 277.25 EQR's. Additionally, we currently have 331.75 EQR's in the Evans water bank for future development, including 149.00 EQR's that will be dedicated for Phase 2.

Please find attached the Tuscany Parcel I Water Dedication Summary which shows each lot and the required water dedication as per our agreement.

If you have any questions please do not hesitate to call.

Sincerely,

James L. Martin, Manager
Tuscany, LLC

277.25
331.75

609.00

PHASE 1 277.25 EQR
PHASE 2 149.00 EQR

426.25 609.00
- 426.25

182.75

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
					192			Yes	No	1.0000	2.0000
E-02	Lot 11	Block 10	17,818	Multi-Family	1	Yes	0.0000	0.0000		0.0000	
E-03	Lot 15	Block 14	17,972	Multi-Family	1	Yes	0.0000	0.0000		0.0000	
E-01	Lot 07	Block 09	18,338	Multi-Family	1	Yes	0.0000	0.0000		0.0000	
B	Lot 06	Block 13	31,210	Retail/Office	1	Yes	0.0000	0.0000		0.0000	
F-02	Lot 05	Block 25r	3,239	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-02	Lot 04	Block 25r	3,242	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-02	Lot 03	Block 25r	3,245	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-02	Lot 02	Block 25r	3,247	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 04	Block 26r	3,344	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 03	Block 26r	3,397	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 02	Block 23r	3,400	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 03	Block 23r	3,400	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-01	Lot 02	Block 24r	3,400	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-01	Lot 03	Block 24r	3,400	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-01	Lot 04	Block 24r	3,400	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-01	Lot 05	Block 24r	3,400	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 02	Block 26r	3,450	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-02	Lot 01	Block 25r	3,770	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-02	Lot 06	Block 25r	4,638	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 05	Block 26r	4,709	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 01	Block 23r	4,901	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-01	Lot 01	Block 24r	4,932	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-01	Lot 06	Block 24r	4,932	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 01	Block 26r	5,045	Townhome	1	Yes	0.5000	0.5000		0.5000	
F-03	Lot 04	Block 23r	5,280	Townhome	1	Yes	0.5000	0.5000		0.5000	
H-13	Lot 06	Block 03	6,000	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-15	Lot 04	Block 03	6,000	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-14	Lot 05	Block 03	6,000	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-04	Lot 13	Block 02	6,021	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-03	Lot 14	Block 02	6,021	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-02	Lot 15	Block 02	6,021	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-01	Lot 16	Block 02	6,021	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-07	Lot 10	Block 02	6,070	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-06	Lot 11	Block 02	6,070	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-05	Lot 12	Block 02	6,070	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-21	Lot 15	Block 03	6,137	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-27	Lot 21	Block 03	6,150	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-25	Lot 20	Block 03	6,179	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-18	Lot 12	Block 03	6,200	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-19	Lot 13	Block 03	6,200	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-20	Lot 14	Block 03	6,200	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-12	Lot 07	Block 03	6,200	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-11	Lot 08	Block 03	6,200	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-10	Lot 09	Block 03	6,200	Patio Home	1	Yes	0.8750	0.8750		0.8750	
J-17	Lot 05	Block 10	6,431	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-15	Lot 02	Block 11	6,450	Traditional	1	Yes	0.8750	0.8750		0.8750	
N-26	Lot 03	Block 11	6,450	Contemporary	1	Yes	0.8750	0.8750		0.8750	
J-20	Lot 02	Block 10	6,567	Traditional	1	Yes	0.8750	0.8750		0.8750	

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
H-16	Lot 03	Block 03	6,600	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-28	Lot 22	Block 03	6,613	Patio Home	1	Yes	0.8750	0.8750		0.8750	
N-34	Lot 02	Block 13	6,718	Contemporary	1	Yes	0.8750	0.8750		0.8750	
N-33	Lot 03	Block 13	6,718	Contemporary	1	Yes	0.8750	0.8750		0.8750	
N-32	Lot 04	Block 13	6,718	Contemporary	1	Yes	0.8750	0.8750		0.8750	
N-31	Lot 05	Block 13	6,725	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-43	Lot 05	Block 07	7,005	Contemporary	1	Yes	0.8750	0.8750		0.8750	
J-11	Lot 11	Block 01	7,008	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-22	Lot 08	Block 09	7,013	Traditional	1	Yes	0.8750	0.8750		0.8750	
L-44	Lot 06	Block 07	7,016	Contemporary	1	Yes	0.8750	0.8750		0.8750	
N-28	Lot 08	Block 10	7,020	Contemporary	1	Yes	0.8750	0.8750		0.8750	
N-29	Lot 09	Block 10	7,020	Contemporary	1	Yes	0.8750	0.8750		0.8750	
N-30	Lot 10	Block 10	7,020	Contemporary	1	Yes	0.8750	0.8750		0.8750	
J-23	Lot 09	Block 09	7,023	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-24	Lot 10	Block 09	7,024	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-12	Lot 12	Block 01	7,028	Traditional	1	Yes	0.8750	0.8750		0.8750	
H-08	Lot 09	Block 02	7,032	Patio Home	1	Yes	0.8750	0.8750		0.8750	
L-36	Lot 08	Block 07	7,036	Contemporary	1	Yes	0.8750	0.8750		0.8750	
J-25	Lot 11	Block 09	7,050	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-28	Lot 07	Block 02	7,050	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-33	Lot 02	Block 02	7,050	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-32	Lot 03	Block 02	7,050	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-31	Lot 04	Block 02	7,050	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-30	Lot 05	Block 02	7,050	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-29	Lot 06	Block 02	7,050	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-09	Lot 09	Block 01	7,054	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-10	Lot 10	Block 01	7,096	Traditional	1	Yes	0.8750	0.8750		0.8750	
H-25	Lot 19	Block 03	7,156	Patio Home	1	Yes	0.8750	0.8750		0.8750	
N-23	Lot 02	Block 12	7,162	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-37	Lot 09	Block 07	7,173	Contemporary	1	Yes	0.8750	0.8750		0.8750	
H-17	Lot 11	Block 03	7,182	Patio Home	1	Yes	0.8750	0.8750		0.8750	
H-09	Lot 10	Block 03	7,182	Patio Home	1	Yes	0.8750	0.8750		0.8750	
J-06	Lot 06	Block 01	7,200	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-01	Lot 01	Block 01	7,200	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-02	Lot 02	Block 01	7,200	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-03	Lot 03	Block 01	7,200	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-04	Lot 04	Block 01	7,200	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-18	Lot 04	Block 10	7,213	Traditional	1	Yes	0.8750	0.8750		0.8750	
L-22	Lot 18	Block 08	7,302	Contemporary	1	Yes	0.8750	0.8750		0.8750	
N-35	Lot 01	Block 13	7,305	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-21	Lot 17	Block 08	7,307	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-19	Lot 15	Block 08	7,308	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-18	Lot 14	Block 08	7,314	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-20	Lot 16	Block 08	7,317	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-23	Lot 19	Block 08	7,317	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-24	Lot 20	Block 08	7,317	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-15	Lot 11	Block 08	7,331	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-17	Lot 13	Block 08	7,335	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-16	Lot 12	Block 08	7,338	Contemporary	1	Yes	0.8750	0.8750		0.8750	

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
J-19	Lot 03	Block 10	7,388	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-13	Lot 13	Block 01	7,482	Traditional	1	Yes	0.8750	0.8750		0.8750	
N-27	Lot 07	Block 10	7,587	Contemporary	1	Yes	0.8750	0.8750		0.8750	
J-16	Lot 06	Block 10	7,593	Traditional	1	Yes	0.8750	0.8750		0.8750	
J-26	Lot 12	Block 09	7,625	Traditional	1	Yes	0.8750	0.8750		0.8750	
N-24	Lot 01	Block 12	7,626	Contemporary	1	Yes	0.8750	0.8750		0.8750	
J-14	Lot 01	Block 11	7,650	Traditional	1	Yes	0.8750	0.8750		0.8750	
N-25	Lot 04	Block 11	7,661	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-03	Lot 03	Block 09	7,688	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-02	Lot 02	Block 09	7,697	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-04	Lot 04	Block 09	7,757	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-26	Lot 01	Block 08	7,782	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-40	Lot 02	Block 07	7,800	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-41	Lot 03	Block 07	7,800	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-27	Lot 02	Block 08	7,803	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-09	Lot 03	Block 14	7,812	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-10	Lot 04	Block 14	7,823	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-11	Lot 05	Block 14	7,835	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-12	Lot 06	Block 14	7,835	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-08	Lot 02	Block 14	7,842	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-30	Lot 05	Block 08	7,843	Contemporary	1	Yes	0.8750	0.8750		0.8750	
H-24	Lot 18	Block 03	7,848	Patio Home	1	Yes	0.8750	0.8750		0.8750	
L-33	Lot 08	Block 08	7,864	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-05	Lot 05	Block 09	7,876	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-32	Lot 07	Block 08	7,879	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-28	Lot 03	Block 08	7,896	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-29	Lot 04	Block 08	7,904	Contemporary	1	Yes	0.8750	0.8750		0.8750	
L-31	Lot 06	Block 08	7,954	Contemporary	1	Yes	0.8750	0.8750		0.8750	
G-06	Lot 02	Block 04r	8,050	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-05	Lot 03	Block 04r	8,050	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-04	Lot 04	Block 04r	8,050	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-03	Lot 05	Block 04r	8,050	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-02	Lot 06	Block 04r	8,050	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-11	Lot 10	Block 04r	8,510	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-10	Lot 11	Block 04r	8,510	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-09	Lot 12	Block 04r	8,510	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-12	Lot 09	Block 04r	8,513	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-01	Lot 07	Block 04r	9,074	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-21	Lot 02	Block 05r	9,100	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-20	Lot 03	Block 05r	9,100	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-08	Lot 13	Block 04r	9,441	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-16	Lot 03	Block 06r	9,450	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-15	Lot 04	Block 06r	9,450	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-07	Lot 01	Block 04r	9,642	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-22	Lot 01	Block 05r	10,382	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-17	Lot 02	Block 06r	10,796	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-14	Lot 05	Block 06r	10,807	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-19	Lot 04	Block 05r	11,415	Duplex	1	Yes	1.0000	1.0000		1.0000	
G-18	Lot 01	Block 06r	12,035	Duplex	1	Yes	1.0000	1.0000		1.0000	

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
G-13	Lot 08	Block 04r	13,857	Duplex	1	Yes	1.0000	1.0000		1.0000	
J-21	Lot 01	Block 10	8,078	Traditional	1	Yes	1.1250	1.1250		1.1250	
J-27	Lot 08	Block 02	8,207	Traditional	1	Yes	1.1250	1.1250		1.1250	
J-08	Lot 08	Block 01	8,349	Traditional	1	Yes	1.1250	1.1250		1.1250	
L-38	Lot 10	Block 07	8,370	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-01	Lot 01	Block 09	8,426	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-14	Lot 10	Block 08	8,698	Contemporary	1	Yes	1.1250	1.1250		1.1250	
J-05	Lot 05	Block 01	8,742	Traditional	1	Yes	1.1250	1.1250		1.1250	
J-07	Lot 07	Block 01	9,004	Traditional	1	Yes	1.1250	1.1250		1.1250	
L-34	Lot 09	Block 08	9,240	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-35	Lot 07	Block 07	9,295	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-06	Lot 06	Block 09	9,373	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-39	Lot 01	Block 07	9,409	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-42	Lot 04	Block 07	9,419	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-25	Lot 21	Block 08	9,549	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-07	Lot 01	Block 14	9,817	Contemporary	1	Yes	1.1250	1.1250		1.1250	
L-13	Lot 07	Block 14	9,925	Contemporary	1	Yes	1.1250	1.1250		1.1250	
H-22	Lot 16	Block 03	10,556	Patio Home	1	Yes	1.1250	1.1250		1.1250	
H-23	Lot 17	Block 03	12,339	Patio Home	1	Yes	1.1250	1.1250		1.1250	
D-02		Tract S (n)	284,142	Condos	1	Yes	44.5000	44.5000		44.5000	
A-01		Tract S (s)	293,725	Condos	1	Yes	44.5000	44.5000		44.5000	
D-01		Tract A	247,682	Condos	1	Yes	48.0000	48.0000		48.0000	
A-02	Lot 06	2nd filing	19,254	Retail/Office	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 02	2nd filing	21,188	Retail/Office	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 08	2nd filing	29,744	Restaurant	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 11	2nd filing	31,276	Office	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 10	2nd filing	32,016	Office	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 03	2nd filing	34,803	Office/Medical	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 04	2nd filing	36,538	Office/Medical	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 09	2nd filing	39,377	Restaurant	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 05	2nd filing	45,710	Restaurant	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 01	2nd filing	53,020	C-Store	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 12	2nd filing	58,457	Restaurant	2	Yes	0.0000	0.0000			0.0000
A-02	Lot 07	2nd filing	59,711	Bank	2	Yes	0.0000	0.0000			0.0000
C		Tract E	74,634	Asst Care Ctr	2	No	0.0000		0.0000		0.0000
I-36	Lot 25	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-37	Lot 26	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-38	Lot 27	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-39	Lot 28	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-40	Lot 29	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-41	Lot 30	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-42	Lot 31	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-43	Lot 32	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-44	Lot 33	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-45	Lot 34	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-46	Lot 35	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-47	Lot 36	Block 12	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-48	Lot 37	Block 12	5,003	Patio Home	2	No	0.5000		0.5000		0.5000
I-49	Lot 38	Block 12	5,400	Patio Home	2	No	0.5000		0.5000		0.5000

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
I-25	Lot 14	Block 13	5,993	Patio Home	2	No	0.5000		0.5000		0.5000
I-26	Lot 15	Block 13	5,077	Patio Home	2	No	0.5000		0.5000		0.5000
I-02	Lot 13	Block 18	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-03	Lot 14	Block 18	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-04	Lot 15	Block 18	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-05	Lot 16	Block 18	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-06	Lot 17	Block 18	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-07	Lot 18	Block 18	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-08	Lot 19	Block 18	5,026	Patio Home	2	No	0.5000		0.5000		0.5000
I-09	Lot 20	Block 18	5,096	Patio Home	2	No	0.5000		0.5000		0.5000
I-10	Lot 21	Block 18	5,145	Patio Home	2	No	0.5000		0.5000		0.5000
I-16	Lot 02	Block 19	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-17	Lot 03	Block 19	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-18	Lot 04	Block 19	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-21	Lot 07	Block 19	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-22	Lot 08	Block 19	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-23	Lot 09	Block 19	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-30	Lot 02	Block 20	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-31	Lot 03	Block 20	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-32	Lot 04	Block 20	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-33	Lot 05	Block 20	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-34	Lot 06	Block 20	5,000	Patio Home	2	No	0.5000		0.5000		0.5000
I-28	Lot 09	Block 22	5,375	Patio Home	2	No	0.5000		0.5000		0.5000
N-22	Lot 03	Block 12	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-21	Lot 04	Block 12	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-20	Lot 05	Block 12	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-19	Lot 06	Block 12	7,010	Contemporary	2	No	0.8750		0.8750		0.8750
N-18	Lot 07	Block 12	6,437	Contemporary	2	No	0.8750		0.8750		0.8750
N-17	Lot 08	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-16	Lot 09	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-15	Lot 10	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-14	Lot 11	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-13	Lot 12	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-12	Lot 13	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-11	Lot 14	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-10	Lot 15	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-09	Lot 16	Block 12	6,004	Contemporary	2	No	0.8750		0.8750		0.8750
N-08	Lot 17	Block 12	9,251	Contemporary	2	No	0.8750		0.8750		0.8750
N-07	Lot 18	Block 12	7,404	Contemporary	2	No	0.8750		0.8750		0.8750
N-06	Lot 19	Block 12	6,034	Contemporary	2	No	0.8750		0.8750		0.8750
N-05	Lot 20	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-04	Lot 21	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-03	Lot 22	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-02	Lot 23	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-01	Lot 24	Block 12	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
K-15	Lot 07	Block 13	7,137	Traditional	2	No	0.8750		0.8750		0.8750
K-14	Lot 08	Block 13	7,001	Traditional	2	No	0.8750		0.8750		0.8750
K-13	Lot 09	Block 13	7,000	Traditional	2	No	0.8750		0.8750		0.8750
I-12	Lot 11	Block 13	6,922	Patio Home	2	No	0.8750		0.8750		0.8750

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
I-13	Lot 12	Block 13	6,244	Patio Home	2	No	0.8750		0.8750		0.8750
I-14	Lot 13	Block 13	6,473	Patio Home	2	No	0.8750		0.8750		0.8750
N-45	Lot 16	Block 13	6,027	Contemporary	2	No	0.8750		0.8750		0.8750
N-40	Lot 21	Block 13	6,610	Contemporary	2	No	0.8750		0.8750		0.8750
N-39	Lot 22	Block 13	6,610	Contemporary	2	No	0.8750		0.8750		0.8750
N-38	Lot 23	Block 13	6,610	Contemporary	2	No	0.8750		0.8750		0.8750
N-37	Lot 24	Block 13	6,610	Contemporary	2	No	0.8750		0.8750		0.8750
N-36	Lot 25	Block 13	7,554	Contemporary	2	No	0.8750		0.8750		0.8750
K-21	Lot 09	Block 14	7,137	Traditional	2	No	0.8750		0.8750		0.8750
K-20	Lot 10	Block 14	7,134	Traditional	2	No	0.8750		0.8750		0.8750
K-19	Lot 11	Block 14	7,143	Traditional	2	No	0.8750		0.8750		0.8750
K-18	Lot 12	Block 14	7,146	Traditional	2	No	0.8750		0.8750		0.8750
K-17	Lot 13	Block 14	7,149	Traditional	2	No	0.8750		0.8750		0.8750
K-16	Lot 14	Block 14	7,150	Traditional	2	No	0.8750		0.8750		0.8750
K-23	Lot 01	Block 15	7,037	Traditional	2	No	0.8750		0.8750		0.8750
K-24	Lot 02	Block 15	7,013	Traditional	2	No	0.8750		0.8750		0.8750
K-25	Lot 03	Block 15	7,014	Traditional	2	No	0.8750		0.8750		0.8750
K-26	Lot 04	Block 15	7,022	Traditional	2	No	0.8750		0.8750		0.8750
K-27	Lot 05	Block 15	7,006	Traditional	2	No	0.8750		0.8750		0.8750
K-28	Lot 06	Block 15	7,681	Traditional	2	No	0.8750		0.8750		0.8750
M-15	Lot 07	Block 15	7,681	Contemporary	2	No	0.8750		0.8750		0.8750
	Lot 01	Block 15a	7,287	Contemporary	2	No	0.8750		0.8750		0.8750
	Lot 02	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
	Lot 03	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-20	Lot 04	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-21	Lot 05	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-22	Lot 06	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-23	Lot 07	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-24	Lot 08	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-25	Lot 09	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-26	Lot 10	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-27	Lot 11	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-28	Lot 12	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-29	Lot 13	Block 15a	7,000	Contemporary	2	No	0.8750		0.8750		0.8750
M-30	Lot 14	Block 15a	7,683	Contemporary	2	No	0.8750		0.8750		0.8750
M-13	Lot 02	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-12	Lot 03	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-11	Lot 04	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-10	Lot 05	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-09	Lot 06	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-08	Lot 07	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-07	Lot 08	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-06	Lot 09	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-05	Lot 10	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
M-04	Lot 11	Block 16	7,843	Contemporary	2	No	0.8750		0.8750		0.8750
M-02	Lot 13	Block 16	7,088	Contemporary	2	No	0.8750		0.8750		0.8750
M-01	Lot 14	Block 16	7,166	Contemporary	2	No	0.8750		0.8750		0.8750
K-35	Lot 15	Block 16	7,166	Traditional	2	No	0.8750		0.8750		0.8750
K-34	Lot 16	Block 16	7,166	Traditional	2	No	0.8750		0.8750		0.8750

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
K-33	Lot 17	Block 16	7,166	Traditional	2	No	0.8750		0.8750		0.8750
K-32	Lot 18	Block 16	7,166	Traditional	2	No	0.8750		0.8750		0.8750
K-31	Lot 19	Block 16	7,166	Traditional	2	No	0.8750		0.8750		0.8750
K-30	Lot 20	Block 16	7,166	Traditional	2	No	0.8750		0.8750		0.8750
K-37	Lot 02	Block 17	7,200	Traditional	2	No	0.8750		0.8750		0.8750
K-38	Lot 03	Block 17	7,200	Traditional	2	No	0.8750		0.8750		0.8750
K-10	Lot 02	Block 18	7,002	Traditional	2	No	0.8750		0.8750		0.8750
K-07	Lot 05	Block 18	7,607	Traditional	2	No	0.8750		0.8750		0.8750
K-06	Lot 06	Block 18	7,200	Traditional	2	No	0.8750		0.8750		0.8750
K-05	Lot 07	Block 18	7,200	Traditional	2	No	0.8750		0.8750		0.8750
K-04	Lot 08	Block 18	7,200	Traditional	2	No	0.8750		0.8750		0.8750
K-03	Lot 09	Block 18	7,200	Traditional	2	No	0.8750		0.8750		0.8750
K-02	Lot 10	Block 18	7,200	Traditional	2	No	0.8750		0.8750		0.8750
I-01	Lot 12	Block 18	6,252	Patio Home	2	No	0.8750		0.8750		0.8750
I-11	Lot 22	Block 18	5,958	Patio Home	2	No	0.8750		0.8750		0.8750
I-15	Lot 01	Block 19	7,182	Patio Home	2	No	0.8750		0.8750		0.8750
I-19	Lot 05	Block 19	6,200	Patio Home	2	No	0.8750		0.8750		0.8750
I-20	Lot 06	Block 19	6,200	Patio Home	2	No	0.8750		0.8750		0.8750
I-24	Lot 10	Block 19	7,182	Patio Home	2	No	0.8750		0.8750		0.8750
I-29	Lot 01	Block 20	6,162	Patio Home	2	No	0.8750		0.8750		0.8750
I-35	Lot 07	Block 20	6,162	Patio Home	2	No	0.8750		0.8750		0.8750
N-64	Lot 08	Block 20	6,627	Contemporary	2	No	0.8750		0.8750		0.8750
N-63	Lot 09	Block 20	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-62	Lot 10	Block 20	6,080	Contemporary	2	No	0.8750		0.8750		0.8750
N-61	Lot 11	Block 20	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-60	Lot 12	Block 20	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-59	Lot 13	Block 20	6,482	Contemporary	2	No	0.8750		0.8750		0.8750
N-70	Lot 01	Block 21	6,277	Contemporary	2	No	0.8750		0.8750		0.8750
N-69	Lot 02	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-68	Lot 03	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-67	Lot 04	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-66	Lot 05	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-65	Lot 06	Block 21	6,484	Contemporary	2	No	0.8750		0.8750		0.8750
N-76	Lot 07	Block 21	6,269	Contemporary	2	No	0.8750		0.8750		0.8750
N-75	Lot 08	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-74	Lot 09	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-73	Lot 10	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-72	Lot 11	Block 21	6,000	Contemporary	2	No	0.8750		0.8750		0.8750
N-71	Lot 12	Block 21	6,277	Contemporary	2	No	0.8750		0.8750		0.8750
N-51	Lot 02	Block 22	6,354	Contemporary	2	No	0.8750		0.8750		0.8750
N-50	Lot 03	Block 22	6,354	Contemporary	2	No	0.8750		0.8750		0.8750
N-49	Lot 04	Block 22	6,354	Contemporary	2	No	0.8750		0.8750		0.8750
N-48	Lot 05	Block 22	6,354	Contemporary	2	No	0.8750		0.8750		0.8750
N-47	Lot 06	Block 22	6,354	Contemporary	2	No	0.8750		0.8750		0.8750
I-27	Lot 08	Block 22	6,432	Patio Home	2	No	0.8750		0.8750		0.8750
N-58	Lot 10	Block 22	6,091	Contemporary	2	No	0.8750		0.8750		0.8750
N-57	Lot 11	Block 22	6,091	Contemporary	2	No	0.8750		0.8750		0.8750
N-56	Lot 12	Block 22	6,091	Contemporary	2	No	0.8750		0.8750		0.8750
N-55	Lot 13	Block 22	6,091	Contemporary	2	No	0.8750		0.8750		0.8750

Tuscany Parcel 1 Water Dedication

Map #	Lot #	Block #	Sq. Ft.	Type	Phase	EQR's Ded.	EQR's Req.	EQR Yes	EQR No	Phase 1 EQR	Phase 2 EQR
N-54	Lot 14	Block 22	6,091	Contemporary	2	No	0.8750		0.8750		0.8750
N-53	Lot 15	Block 22	7,142	Contemporary	2	No	0.8750		0.8750		0.8750
K-12	Lot 10	Block 13	8,399	Traditional	2	No	1.1250		1.1250		1.1250
N-44	Lot 17	Block 13	10,508	Contemporary	2	No	1.1250		1.1250		1.1250
N-43	Lot 18	Block 13	8,579	Contemporary	2	No	1.1250		1.1250		1.1250
N-42	Lot 19	Block 13	8,396	Contemporary	2	No	1.1250		1.1250		1.1250
N-41	Lot 20	Block 13	8,017	Contemporary	2	No	1.1250		1.1250		1.1250
K-22	Lot 08	Block 14	8,318	Traditional	2	No	1.1250		1.1250		1.1250
M-16	Lot 08	Block 15	8,386	Contemporary	2	No	1.1250		1.1250		1.1250
M-14	Lot 01	Block 16	8,549	Contemporary	2	No	1.1250		1.1250		1.1250
M-03	Lot 12	Block 16	9,350	Contemporary	2	No	1.1250		1.1250		1.1250
K-29	Lot 21	Block 16	8,549	Traditional	2	No	1.1250		1.1250		1.1250
K-36	Lot 01	Block 17	8,592	Traditional	2	No	1.1250		1.1250		1.1250
K-39	Lot 04	Block 17	8,592	Traditional	2	No	1.1250		1.1250		1.1250
K-11	Lot 01	Block 18	8,062	Traditional	2	No	1.1250		1.1250		1.1250
K-09	Lot 03	Block 18	8,094	Traditional	2	No	1.1250		1.1250		1.1250
K-08	Lot 04	Block 18	8,901	Traditional	2	No	1.1250		1.1250		1.1250
K-01	Lot 11	Block 18	8,291	Traditional	2	No	1.1250		1.1250		1.1250
N-52	Lot 01	Block 22	8,970	Contemporary	2	No	1.1250		1.1250		1.1250
N-46	Lot 07	Block 22	8,165	Contemporary	2	No	1.1250		1.1250		1.1250
							426.25	277.25	149.00	277.25	149.00

277.25
 149.00

 426.25

EXHIBIT C

DISCLOSURE NOTICE

To the purchaser of the following described property:

[Insert legal description]

Also known as:

[Insert street address]

The property you are purchasing is part of the Tuscany Development. When the City of Evans approved the Tuscany Development, it was contemplated that the developer would provide a non-potable water system, including the necessary water rights to supply that system. That non-potable water system has not yet been constructed. The purpose of this disclosure notice is to let you know that the City of Evans may install a non-potable water system in connection with the Tuscany Development at some time in the future and assess the properties within the Tuscany development, including the property you are purchasing, fees or other charges for the costs of providing the system.

Homebuilder: _____

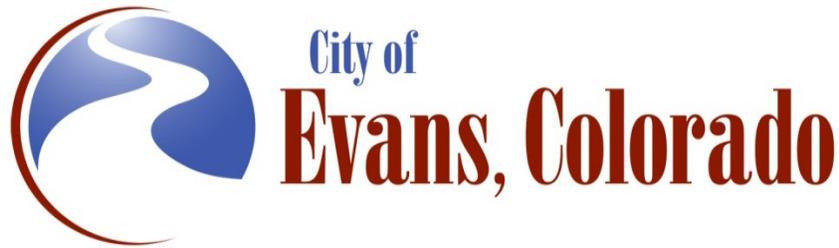
Date

Purchaser: _____

Date

Purchaser: _____

Date



City Manager - Monitoring Report

July 5, 2016

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

➤ **Human Resources**

Staff completed the benefit insurance renewal process. Medical insurance coverage was renewed with Colorado Employer Benefit Trust (CEBT). The City has been a member of this multiple employer trust for public agencies, since January 1, 2013. CEBT has over 300 participating groups and 27,000 members. CEBT's overall financial condition remains healthy; membership is growing and the trust has healthy reserves in place. To control costs, the City made two medical plan design changes. This resulted in an average increase was 7.4% for the City's three medical plan designs. The City will also be transitioning to a 1/1 insurance renewal in order to align the plan year with the benefit year.

Staff completed four City Open Enrollment presentations. Staff processed employee open enrollment elections. Open enrollment elections were effective July 1st.

➤ **Public Works**

*See the attached photos of the bridge deck repair, which was completed by July 1st.



*Emergency concrete pipe replacement work was completed on approximately 330' of 18" RCP irrigation pipe on Golden Street. Existing pipe had reached its life span as it was 50+ years old. There had been several leaks from this section of pipe and a section ultimately gave way and broke.



*The Hwy 85 Access Control Project is currently out to bid. The bid opening is scheduled for July 19th.