



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

April 19, 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.evanscolorado.gov](http://www.evanscolorado.gov) and posted immediately on the bulletin board adjacent to the Council Chambers.

1. CALL TO ORDER

2. PLEDGE

3. ROLL CALL

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

4. PROCLAMATION

A. Holocaust Memorial Observance

5. 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!*

6. APPROVAL OF AGENDA

7. CONSENT AGENDA

- A. Approval of Minutes of the Regular Meeting of April 5, 2016
- B. Ordinance No. 649-16 – Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning (Second Reading)
- C. Ordinance No. 650-16 – Amending the Planned Unit Development (PUD) for

- Vintage Villas (Second Reading)
- D. Ordinance No. 651-16 – Amending Ordinance No. 632-15 and Appropriating Sum of Revenues and Fund Balances for the Amended 2016 City of Evans Budget (Second Reading)
- E. Ordinance No. 652-16 Approving a Loan from the Colorado Water Resources and Power Development Authority (CWRPDA) in the Principal Amount not to Exceed \$41,429,000 to Proceed with Improvements to the City Waste Water Treatment Facilities (Second Reading)
8. SPECIAL RECOGNITION
- A. Recognizing Council Member Laura Brown
9. SWEARING IN NEW COUNCIL MEMBERS
10. NEW BUSINESS
- A. Resolution No. 20-2016 Approval of Contract Extension and Preliminary Budget Revision for Long Range Planner
- B. Award of Bid for City Street Sweeper
11. REPORTS
- A. City Manager
- B. City Attorney
12. AUDIENCE PARTICIPATION (general comments)  
*Please review the Audience Participation section listed at the beginning of the agenda for procedures on addressing City Council.*
13. 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)
14. 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.*

# PROCLAMATION

## 2016 Holocaust Memorial Observances

**WHEREAS**, one purpose of the annual Northern Colorado Holocaust Memorial Observances is to emphasize how history teaches us about the actions that shaped our past, and

**WHEREAS**, history is the product of the choices people have made and the actions people have taken, and

**WHEREAS**, we want to learn about the consequences of choices and behaviors made in the past by individuals and governments in the hope of obtaining guidance on how to avoid past errors and emulate past successes when making important decisions in our own time, and

**WHEREAS**, the annual activities of the Holocaust Memorial Observance allow all of us to examine how the uncontrolled power of the Nazi Party of Germany in the 1930s lead to the destruction of that country's institutions and to the unprecedented tragedy of the Second World War, as well as the Holocaust, and

**WHEREAS**, the NAZIS sought to systematically murder every Jewish man, woman and child of Europe, thereby giving a name to the previously unnamed crime of genocide, and

**WHEREAS**, genocide has its roots in fear of those who are different, which develops into hate, which develops into bigotry, which developed into governmental policy and action against those who are portrayed as "less than human" outsiders, and

**WHEREAS**, the protection of our own rights and freedoms requires our active participation to support what we see is right and to speak out against what we see is wrong, and

**WHEREAS**, we sponsor these events in the hope that all who attend will learn to speak out when they hear anyone speaking hate and will lawfully act whenever confronted with hate to prevent anyone from acting with bigotry against others in America and in the world.

**WHEREAS**, the cities of Greeley, Eaton and Evans along with the community of Northern Colorado through the institutional sponsorship of Aims, the University of Northern Colorado, the Greeley Tribune, the Greeley Interfaith community, Beth Israel Congregation and all others who co-sponsor and support the annual observances which are free and open to the public,

**NOW, THEREFORE I**, John L. Morris by virtue of the authority vested in me as Mayor of the City of Evans, do hereby proclaim April 19 to May 8, 2016 as Holocaust Memorial Observances and encourage the residents of Evans to participate in the educational activities during these Observances.

In witness whereof, I have here unto set my hand and caused to be affixed the official seal of the City of Evans this nineteenth day of April 2016.

ATTEST:

CITY OF EVANS, COLORADO

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

By \_\_\_\_\_  
Mayor

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## COUNCIL COMMUNICATION

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**DATE:** April 19, 2016

**AGENDA ITEM:** 7.A

**SUBJECT:** Approval of the Minutes April 5<sup>th</sup> City Council Meeting

**PRESENTED BY:** City Clerk

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**AGENDA ITEM DESCRIPTION:**

Approval of minutes.

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**FINANCIAL SUMMARY:**

N/A

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**RECOMMENDATION:**

N/A

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**SUGGESTED MOTIONS:**

*"I move to approve the minutes as presented."*

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**MINUTES**  
**EVANS CITY COUNCIL**  
April 5, 2016

**CALL TO ORDER**

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

**PLEDGE**

**ROLL CALL**

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

**PROCLAMATIONS**

**A. Fair Housing Month**

Mayor Morris read the proclamation for Fair Housing Month.

**B. Victims' Rights Week**

Mayor Morris read the proclamation for Victims' Rights Week and Mayor Pro-Tem Schaffer presented it to members of the Weld County Victim Services Unit.

**C. National Service Day for Weld County Retired & Senior Volunteer Program**

Mayor Morris read the proclamation for the Weld County Retired & Senior Volunteer Program's National Service Day and Mayor Pro-Tem Schaffer presented it to members of the organization.

**AUDIENCE PARTICIPATION**

Mr. Jerry Long, from 4303 Pennyroyal, Evans, spoke to City Council about his concerns with road conditions in his neighborhood and distributed a handout to the City Council Members.

**APPROVAL OF AGENDA**

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

**EVANS CITY COUNCIL**

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**CONSENT AGENDA**

**A. Approval of Minutes of the Regular Meeting of March 15, 2016**

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

**NEW BUSINESS**

**A. Public Hearing – Bella Vista Development**

**i. Ordinance No. 649-16 – Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning (First Reading)**

Mayor Morris opened the public hearing.

Sean Wheeler, City Planner, explained that the applicant seeks approval for redevelopment of the Bella Vista Manufactured Home Park as a Planned Unit Development (PUD) for a new manufactured home community. This process requires City approval of a request to rezone the property to a PUD, approval of a PUD Plan and approval of a subdivision plat. For historic reference, the Bella Vista manufactured home park sustained significant damage during the 2013 flood and all of the homes deemed uninhabitable.

The subject property is located at the northeast corner of Trinidad and 37<sup>th</sup> Streets in east Evans and it is approximately 5.9 acres in size. The proposed development includes spaces for 52 manufactured homes along with areas for guest parking and open space. The plan also includes a revised layout for the homes, a new interior circulation plan, updated utilities, landscaping and on-site detention for drainage. Access is proposed off both Trinidad and 37<sup>th</sup> Streets.

Mr. Wheeler explained that the Planning Commission considered the request at a public hearing on March 22, 2016. Planning Staff will provide a synopsis of their discussion for the City Council at the public hearing. The Planning Commission voted 5 to 0 in favor of approval of the PUD Rezoning and the Subdivision Plat.

Lastly, Mr. Wheeler entered the conditions of approval into the record, which were based on the Development Review Team assessment and the requirements of the Municipal Code for the application:

1. All representations of the applicant are considered conditions of approval unless modified by the City.
2. The applicant shall submit a PUD Final Plat and Final PUD Plan for approval

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prior to development of the site.

3. The applicant shall comply with all requirements of the City Engineer related to road and other infrastructure improvements including the submittal of final construction plans and details; a final opinion of costs and schedule of improvements, and all other elements determined appropriate by the City Engineer prior to development of the site.
4. The applicant shall provide a Final Drainage Plan and Final Traffic Memo to be reviewed and approved by the City Engineer prior to development of the site.

Mayor Morris closed the public hearing and asked for comments from Council.

Council Member Clark made the motion, seconded by Council Member Finn, to approve Ordinance No. 649-16 – Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning on first reading. The motion passed with all voting in favor thereof.

**ii. Bella Vista Subdivision – Preliminary and Final Plat**

Council Member Clark made the motion, seconded by Council Member Homann to approve the Bella Vista Manufactured Home Park PUD Plan and rezoning application, along with approval of the Bella Vista PUD Plat on presentation to Council for signature, subject to conditions of approval 1 through 4 as recommended. The motion passed with all voting in favor thereof.

**B. Public Hearing – Ordinance No. 650-16 – Amending the Planned Unit Development (PUD) for Vintage Villas (First Reading)**

Mayor Morris opened the public hearing.

Fred Starr, Public Works and Community Development Director, explained that the applicant is requesting an Amendment of the Vintage Villas Planned Unit Development Plat for the purpose of reducing the number of platted lots from the originally approved 52 lots to 49 lots. This re-platting will allow for a reconfiguration of lots to provide more separation between lots and reduce the total number of platted lots by three.

Mr. Starr explained that the request to amend the original Vintage Villas P.U.D. Subdivision Final Plat was originally approved by the Evans Planning Commission on July 8, 2003 and by the City Council on August 5, 2003.

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The Planning commission voted 5-0 to recommend that the City Council approved the proposed amendment to the Vintage Villas Planned Unit development Plat as proposed.

Mayor Morris closed the public hearing and asked for comments from City Council.

Council Member Homann made the motion, seconded by Council Member Rudy to approve Ordinance No. 650-16 – amending the Planned Unit Development (PUD) for Vintage Villas on first reading. The motion passed with all voting in favor thereof.

### **C. Public Hearing – Ordinance No. 651-16 – Amending Ordinance No. 632-15 and Appropriating Sum of Revenues and Fund Balances for the Amended 2016 City of Evans Budget (First Reading)**

Mayor Morris opened the public hearing.

Jacque Troudt, CPA, Finance Manager, spoke about the requirements of amending the adopted budget at quarterly intervals throughout the year in order to facilitate a flexible and accurate City budget. In this case, the revenues, expenditures (or expenses in enterprise funds) and transfers have been previously approved by the City Council and staff action is usually taken on these items immediately following Council's direction.

According to Ms. Troudt, Ordinance No. 651-16 is the first revision to the 2016 Operating and Capital Budget. The original 2016 Budget was approved by Ordinance No. 632-15 on October 20<sup>th</sup> 2015.

The Ordinance would make changes to revenues, expenditures, and transfers according to each respective fund. Ms. Troudt summarized the following items in the first budget revision. She explained that 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.

According to Ms. Troudt, the General Fund includes the following proposed revision items:

Item 1.1 is for completion of the Laserfiche document retention system for \$7,500.

Item 1.2 is for completion of the Cemetery Software/GIS Project for 5,000.

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Item 1.3 will spend \$6,000 of Traffic Calming Funds to install LED flashing stop signs, and resident communication signs.

Item 1.4 will carry forward \$15,000 for Police Officers signing bonuses.

Item 1.5 is for the completion of the budgeting and financial reporting software for \$48,350.

Item 1.6, 1.7 and 1.8 represent grant costs for the Sediment Transport Study, South Platte Restoration Master Plan, and the Watershed Coordinator. The associated expenditures for these projects are \$144,783, \$1,918 and \$78,568, respectively.

Item 1.8 is for the purchase of 2 single axle dump trucks, \$350,000.

Item 1.9 represents completion of the Prairie View Drive Landscaping project for \$417,400 and the US 85 Entryway & Landscaping project for \$405,786.

One-time funding items shown in 1.21 total \$29,800. The chart below outlines the items included in this list.

|                                |          |
|--------------------------------|----------|
| Vehicle Safety Equipment       | \$3,800  |
| Public Works Internet          | \$10,000 |
| Uninterruptable Power Supplies | \$5,500  |
| Storefront Improvement Grants  | \$10,500 |

The Cemetery perpetual care fund includes a carry forward for the construction of a maintenance shed for \$75,000, item 1.10.

The Street Impact fund includes carry forward of budget for the completion of construction on the 37<sup>th</sup> Street Access Control, 35<sup>th</sup> Avenue widening and 65<sup>th</sup> Avenue widening, see 1.12.

The Park Impact fund includes an expenditure for completing the lighting project at Renaissance Park for \$110,000, see 1.11.

The Conservation Trust Fund includes funds to replace the playground equipment at City Park and Village Park, see item 1.13, for a total of \$82,000.

The CIP – Streets fund includes carryforward of road projects at item 1.14. These include:

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- Flood Street repair, \$260,073
- US 85 Access Control at 31<sup>st</sup> and 37<sup>th</sup> Streets, \$917,838
- Highway 85 Improvements, \$13,650
- Street lighting, \$50,000
- Bridge repair, \$24,000
- 35<sup>th</sup> Avenue widening- 37<sup>th</sup> to Prairie View, \$1,379,490
- 65<sup>th</sup> Avenue widening, \$47,500
- 85 Access Control at 31<sup>st</sup> Street, \$578,000
- Evans Ditch Bike Path, \$118,888

The CIP – Parks fund includes an item at 1.15 for the carryover of design budget for the renovation of Riverside Park, for \$359,142.

Revision items for the Water fund include:

1.16 increasing expense by \$61,882 to complete the utility billing software replacement. The expenses for this software upgrade will be split among the water, wastewater and sewer funds, based upon respective revenue.

1.17 increasing expense by \$11,000 for the Sensus server replacements, which will assist the new utility billing software.

1.18 increasing expense by \$3,000 for water hydrant testing.

1.19 increasing expense and related loan revenue by \$126,384 to complete the water meter radio replacement program.

1.24 increasing expense by \$97,950 and related grant revenue of \$87,184 for the Water Utility Master Plan.

The Waste Water fund includes the following revision items:

1.16 increasing expense by \$20,333 to complete the utility billing software replacement. The expenses for this software upgrade will be split among the water, wastewater and sewer funds, based upon respective revenue.

1.20 increasing expense by \$50,500 for the purchase of a 6” pump and related hoses

1.25 includes design costs for the new Wastewater Treatment Plant of \$1,131,289 and grant revenue of \$1,650,272.

1.26 represents anticipated FEMA revenue of \$508,873 for costs incurred

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permanently repairing the Wastewater Treatment Facility.

The Storm Drainage fund will also have an increase in expenses for new utility billing software update at 1.16, which will cost the Storm fund approximately \$6,188. Additionally, items 1.22 and 1.23 show the 2015 fund carryover projects of the 43<sup>rd</sup> and Central Storm Drain, and the 29<sup>th</sup> and Anchor Inlet for \$141,009 and \$75,000, respectively. Also included is \$141,009 of grant revenue and expense for item 1.6, Stormwater Management Plan.

Ms. Troutd explained that the City Finance Committee reviewed the proposed budget revision at their last meeting and did not recommend any changes.

Attachment "A" identifies the detailed changes for the proposed revisions to the 2016 Budget. The details are also summarized in the heading of the appropriation ordinance.

Attachment "B" includes the Beginning Balance by Fund based on preliminary audited balances. Final audited balances will be presented by our external auditors by the end of May. The preliminary audited 2015 ending balance of all funds of \$23,162,939 is higher than the 2015 adopted budget projection (including the impact of the final budget revision of 2015) of \$13,933,601. The majority of the difference is in the General Fund (+\$4,573,693), Street Impact Fund (+\$891,356), CIP- Streets fund (+\$944,543), and the Water Fund (+\$1,118,991). The General Fund variance was due to higher than projected revenues and budget savings. The Street Impact Fund, CIP- Streets Fund, and Water Funds budgeted for capital projects in 2015 which were not completed and are being carried forward to 2016.

Mayor Morris closed the public hearing and asked for comments from City Council.

The Council Members discussed their support for the budget amendment.

Mayor Pro-Tem Schaffer made the motion, seconded by Council Member Finn to adopt Ordinance No. 651-16 – amending Ordinance No. 632-15 and appropriating sum of revenues and fund balances for the amended 2016 City of Evans Budget on first-reading. The motion passed with all voting in favor thereof.

**D. Public Hearing – Ordinance No. 652-16 Approving a Loan from the Colorado Water Resources and Power Development Authority (CWRPDA) in the Principal Amount not to Exceed \$41,429,000 to Proceed with Improvements to the City Waste Water Treatment Facilities (First Reading)**

**EVANS CITY COUNCIL**

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Mayor Morris opened the public hearing.

Keith Meyers and Jessica Gonifas, Deputy City Manager presented the Ordinance No. 652-16.

Council Member Homann asked about the current plants that are at capacity and how the future plant will provide extra capacity. Mr. Meyers responded to Council Member Homann's questions.

Mayor Morris asked about the ability to expand the future plant,

Mayor Morris asked for any testimony in support or opposed to the Ordinances—there was none.

Mayor Morris closed the public hearing at 8:52 p.m.

MPT discussed the magnitude of this project and discussed his support.

Mayor Morris discussed water rates and his support for the Ordinance.

Council Member Clark made the motion, seconded by Council Member Rudy, to approve Ordinance No. 652-16—Approving a Loan from the Colorado Water Resources and Power Development Authority (CWRPDA) in the Principal Amount not to Exceed \$41,429,000 to Proceed with Improvements to the City Waste Water Treatment Facilities (First Reading).

The motion passed with all voting in favor thereof.

**E. Resolution No. 18-2016 – Wastewater Rate Adjustment**

Ms. Gonifas discussed the Resolution and the need for wastewater rate adjustments for the City of Evans.

Mayor Morris spoke about the need to increase wastewater rates, but also spoke to the need to raise the awareness of residents about when and why the rates will be increasing.

Council Member Rudy made the motion, seconded by Council Member Homann, to adopt Resolution No. 18-2016 – Wastewater Rate Adjustment.

The motion passed with all voting in favor thereof.

**A. Resolution No. 19-2016 – Approval of South Platte River Recreation Corridor**

## **EVANS CITY COUNCIL**

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### **Master Plan**

Mr. Chad Reishel, Evans City Planner, discussed the need for Resolution No. 19-2016 – Approval of South Platte River Recreation Corridor Master Plan.

Mayor Pro-Tem Schaffer made the motion, seconded by Council Member Finn to adopt Resolution No. 19-2016 – Approval of the South Platte River Recreation Corridor Master Plan. The motion passed with all voting in favor thereof.

## **REPORTS**

### **A. City Manager**

Mr. Hogan, City Manager, spoke to the important decision reached by the Council to approving a loan from the Colorado Water Resources and Power Development Authority (CWRPDA) for improvements to the City Waste Water Treatment Facilities.

Mr. Hogan referred the Council to the handout concerning meter reading and spoke about the success of the program for the program. He specifically commended Joni Crist, City Utility Billing Specialist, who presented at a national conference for Sensus Software.

Lastly, he talked about, how the City's Emergency Manger, David Burns, is being utilized for regional Emergency Preparedness training and tracking the emergency incidents in 2016.

### **B. City Attorney**

Mr. Krob updated the Council on the Dirks Property, which was under a court order to be cleaned up by the end of March 2016, but the owner had failed to comply.

Mr. Krob also spoke about the recent not guilty verdict for Tom Fallis, which was consistent with the evidence collected by the Evans Police Department.

## **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)**

**EVANS CITY COUNCIL**

April 5, 2016

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Mayor Pro-Tem Schaffer, made the motion, seconded by Council Member Clark, To adjourn into executive session in order 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 Council adjourned into executive session.

The executive session concluded at 8:39 p.m.

Mr. Krob noted for the record that the contents of the executive session were subject to attorney client privilege and within the scope of the state statutes.

**ADJOURNMENT**

The regular meeting adjourned at 9:40 p.m.



Raegan Robb, City Clerk



**CITY COUNCIL COMMUNICATION**  
**April 19th, 2016**

**AGENDA ITEM:**      **7.B-** Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning; Preliminary & Final Plat

**PREPARED BY:**      Sean Wheeler, City Planner

**ACTION:**             Consideration by City Council

**REVIEWED BY:**     Fred Starr, Public Works Director

| SITE INFORMATION                    |  |
|-------------------------------------|--|
| <b>Location:</b>                    | The site is located at the northeast corner of the intersection of Trinidad and 37 <sup>th</sup> Streets in east Evans. It is approximately 5.9-acres in size. (See attached Vicinity Map) |
| <b>Applicant:</b>                   | Jim Feehan, 3610 Trinidad LLC. dba Bella Vista MHP<br>Norris Design (Consultant)   |
| <b>Existing Land Use:</b>           | Abandoned Residential Manufactured Home District<br>(Destroyed in 2013 Flood)  |
| <b>Proposed Land Use:</b>           | Re-designed Manufactured Home Community PUD; Preliminary and Final Plat Approval.  |
| <b>Surrounding Land Uses:</b>       | <b>North</b> Single Family Residential   |
|                                     | <b>South</b> Single Family Residential   |
|                                     | <b>East</b> Undeveloped Land   |
|                                     | <b>West</b> Single Family Residential  |
| <b>Existing Zoning:</b>             | RMH (Residential Manufactured Home)  |
| <b>Proposed Zoning:</b>             | Planned Unit Development (Residential Manufactured Home Community)   |
| <b>Surrounding Zoning:</b>          | <b>North</b> R-1 Residential   |
|                                     | <b>South</b> R-1, R-2, RMH (Residential Manufactured Home), Riverside Meadow PUD & Timberline Subdivision (Single Family Residential)  |
|                                     | <b>East</b> R-1 (Single Family Residential)  |
|                                     | <b>West</b> R-2 (Two Family Residential)   |
| <b>Future Land Use Designation:</b> | High Density Residential   |



## PROJECT DESCRIPTION:

1. The applicant seeks approval for redevelopment of the Bella Vista Manufactured Home Park as a Planned Unit Development (PUD) for a new manufactured home community. This process requires City approval of a request to rezone the property to a PUD, approval of a PUD Plan and approval of a subdivision plat. For historic reference, the Bella Vista manufactured home park sustained significant damage during the 2013 flood and all of the homes deemed uninhabitable.
  2. The subject property is located at the northeast corner of Trinidad and 37<sup>th</sup> Streets in east Evans and it is approximately 5.9 acres in size. The proposed development includes spaces for 52 manufactured homes along with areas for guest parking and open space. The plan also includes a revised layout for the homes, a new interior circulation plan, updated utilities, landscaping and on-site detention for drainage. Access is proposed off both Trinidad and 37<sup>th</sup> Streets.
- 

## PLANNING COMMISSION:

The Planning Commission considered the request at a public hearing on March 22, 2016. Planning Staff will provide a synopsis of their discussion for the City Council at the public hearing. The Planning Commission voted 5 to 0 in favor of approval of the PUD Rezoning and the Subdivision Plat.

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## ANALYSIS / ISSUES:

**1. Rezoning & PUD Requirements:** Attached for consideration is the Staff report provided to the Planning Commission. It outlines the detailed staff analysis for this Rezoning and Plat approval request. Approval of the request is subject to several provisions of the municipal code including;

- ❖ Chapter 19.22 Residential Manufactured Home (RMH) District
- ❖ Chapter 18.28 Planned Unit Development (PUD) Districts
- ❖ Chapter 19.60 Zoning Amendments

**2. Assessment:** Staff's assessment is that this request has (or can meet) the requirements of the above cited chapters of the Municipal Code for a Planned Unit Development as a Manufactured Home Park. Historic use of the site was for this purpose until it was significantly damaged in the 2013 flood. The plan, as proposed, would improve the site to current standards and restore a lost neighborhood.

**3. Comprehensive Plan:** The request satisfies the requirements of the Evans Comprehensive Plan for creating a diversity of residential neighborhoods in the City, with a goal to serve a variety of income levels and life styles. Chapter 4 of the Comprehensive Plan outlines "Goals, Policies and Actions" to guide land use decisions. Policy 1.1 – Actions on page 4-4 recommends revisions to the zoning map to reflect the future land use map designations. The future land use map identifies the site for residential urban neighborhood uses. Based on the stated objectives in the Comprehensive Plan and the Future Land Use Map designation, this request satisfies both standards for rezoning the property to a Manufactured Home Park PUD.

**4. Site Plan:** The Municipal Code designates site plan approval as a function of staff, under the direction of the City Manager. Elements of the site plan are attached to this report for reference, and to illustrate the intended layout and use of the property. The PUD Plan requires approval by the City Council to rezone the property to this use.

**5. Subdivision Plat:** Title 18.28 of the Code requires approval of a PUD Plan showing in detail the locations of the buildings and the designs of streets, lanes, parking areas, parks and other open areas. The attached subdivision plat is a graphic representation of that plan. All lots within the property will remain owned by the applicant until such a time as the owner may determine that lots can be sold individually. There are no public easements or rights-of-way designated with approval of this plat. As the platting of lots is an element of the PUD Plan and specific to this site, the plat requires approval by the City Council.

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#### **STRAGIC PLAN, FOCUS, GOALS:**



This project relates most directly to three of the City Council's identified strategic goals and objectives for Evans:

- 1. Creating a Diverse Economy:** The creation of diverse neighborhoods adds to the City's economy by increasing the population base that will utilize Evans businesses and contributing to the City's tax base.
  - 2. Creating a Self-Sustaining City:** The use provides another residential area to serve individuals who are employed in Evans, thus reducing the commute requirements for those employed in our municipality,
  - 3. Creating a Family-Friendly Community:** The use restores a neighborhood that will residents who may not desire single-family residential property, thus increasing the diversity of neighborhood options for individuals considering Evans as a home.
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#### **CONDITIONS OF APPROVAL**

**A. Conditions of Approval:** The below conditions of approval are based on the Development Review Team assessment and the requirements of the Municipal Code for this application.

1. All representations of the applicant are considered conditions of approval unless modified by the City.
  2. The applicant shall submit a PUD Final Plat and Final PUD Plan for approval prior to development of the site.
  3. The applicant shall comply with all requirements of the City Engineer related to road and other infrastructure improvements including the submittal of final construction plans and details; a final opinion of costs and schedule of improvements, and all other elements determined appropriate by the City Engineer prior to development of the site.
  4. The applicant shall provide a Final Drainage Plan and Final Traffic Memo to be reviewed and approved by the City Engineer prior to development of the site.
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**DRAFT MOTIONS FOR AGENDA ITEM A.i – ORDINANCE NO. 649-16:**

*“I move to adopt Ordinance No. 649-16 on second and final reading.”*

*“I move to deny Ordinance No. 649-16 for the following reasons.”*

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**Attachments:**

1. Staff Report to Council
2. Staff Report to Planning Commission
3. Vicinity Map
4. PUD Development Guide
5. PUD Site Plan
6. Applicant Project Description
7. Applicant Response to Staff Review
8. Bella Vista PUD Plat



**PLANNING COMMISSION**  
**March 22, 2016**

**AGENDA ITEM:** Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning and Preliminary and Final Plat

**PREPARED BY:** Sean Wheeler, City Planner

**ACTION:** Review for recommendation to City Council

**REVIEWED BY:** Fred Starr, Public Works Director

**CITY COUNCIL DATE:** April 5<sup>th</sup>, 2016 (Tentative)

| SITE INFORMATION                                  |  |   |
|---|--|---|
| <b>Location:</b>                                  | The site is located at the northeast corner of the intersection of Trinidad and 37 <sup>th</sup> Streets in east Evans. It is approximately 5.9-acres in size. (See attached Vicinity Map) |   |
| <b>Applicant:</b>                                 | Jim Feehan, 3610 Trinidad LLC. dba Bella Vista MHP<br>Norris Design (Consultant)   |   |
| <b>Existing Land Use:</b>                         | Abandoned Residential Manufactured Home District<br>(Destroyed in 2013 Flood)  |   |
| <b>Proposed Land Use:</b>                         | Re-designed Manufactured Home Community PUD, Preliminary and Final Plat Approval.  |   |
| <b>Surrounding Land Uses:</b>                     | <b>North</b>   | Single Family Residential   |
|   | <b>South</b>   | Single Family Residential   |
|   | <b>East</b>  | Undeveloped Land  |
|   | <b>West</b>  | Single Family Residential   |
| <b>Existing Zoning:</b>                           | RMH (Residential Manufactured Home)  |   |
| <b>Proposed Zoning / Use:</b>                     | Planned Unit Development (Residential Manufactured Home Community)   |   |
| <b>Surrounding Zoning:</b>                        | <b>North</b>   | R-2 (Two Family Residential)  |
|   | <b>South</b>   | R-1, R-2, RMH (Residential Manufactured Home), Riverside Meadows PUD & Timberline Subdivision (Single Family Residential) |
|   | <b>East</b>  | R-1 (Single Family Residential)   |
|   | <b>West</b>  | R-2 (Two Family Residential)  |
| <b>Comprehensive Plan Future Use Designation:</b> | High Density Residential   |   |

## PROJECT DESCRIPTION:

1. The applicant seeks approval for redevelopment of the Bella Vista Manufactured Home Park as a Planned Unit Development (PUD) for a new manufactured home community. This process requires City approval of a request to rezone the property to a PUD, approval of a PUD Plan and approval of a subdivision plat. The Bella Vista manufactured home park sustained significant damage during the 2013 flood and all of the homes became uninhabitable.
2. The subject property is located at the northeast corner of Trinidad and 37<sup>th</sup> Streets in east Evans and it is approximately 5.9 acres in size. The proposed development includes spaces for 52 manufactured homes along with areas for guest parking and open space. The plan also includes a revised layout for the homes, a new interior circulation plan, updated utilities, landscaping and on-site detention for drainage. Access is proposed off both Trinidad and 37<sup>th</sup> Streets.

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## ANALYSIS & ISSUES

1. **Rezoning & PUD Requirements:** The below Chapters of the Municipal Code provide direction and outline the process required to rezone a property to a Planned Unit Development.

**A. Chapter 19.22 Residential Manufactured Home (RMH) District:** Sub-section 19.22.070 of this chapter requires that redevelopment of Manufactured Home Parks shall be processed as a PUD, when an existing park has discontinued use for three (3) or more consecutive months. This chapter also provides the minimum requirements for a PUD Plan to include standards for setbacks, utilities, accessory structures, open space and landscaping, etc. It further requires compliance with the additional PUD standards contained in **Chapter 18.28** of the Municipal Code, and requires submittal of a rezoning application in compliance with **Chapter 19.60** of the Municipal Code.

**B. Chapter 18.28 Planned Unit Development (PUD) Districts:**

- 1) **18.28.030: Size – Development Plan:** This section states that a property under consideration for PUD approval may also be subdivided into separate parcels. The division of land this way is a platting process, however the Municipal Code does not provide the standards for a Preliminary Plat. It only provides the standards for a Final Plat. Instead, the preliminary layout of lots, streets, open space, etc. is covered by approval of either a “Preliminary Plan” or a “PUD Plan”. Essentially both are the same, except that a PUD Plan is typically more detailed to allow for specialized setbacks, lot sizes, etc. A preliminary plat for this property is attached to this report for consideration. Approval of the preliminary plat is required
- 2) **18.28.100 – PUD Plan:** Here the Code provides added requirements for a PUD Plan. Under the provisions of this chapter, if the PUD rezoning and Plan are approved then staff shall review the site plan for compliance with the approved zoning document. Staff’s assessment is that the proposed PUD application will satisfy the requirements of the municipal code, subject to compliance with the conditions of approval included below. A copy of the applicant’s PUD Plan is attached to this report for review and recommendation. The site plan is also attached as for reference purposes.

**C. Chapter 19.60 Zoning Amendments:** This chapter outlines the process for amendments to zoning. It requires that rezoning a property to a PUD shall be done in conformance with the requirements in Chapter 18.28 PUD Districts described above. Zoning amendments shall be approved only if the proposed zoning is in substantial conformance with the 2010 Comprehensive Plan or there exists substantial reasoning for amending the Comprehensive Plan, discussed in the next section below.

**D. Subdivision Plat:** Title 18.28 of the Code requires approval of a PUD Plan showing in detail the locations of the buildings and the designs of streets, lanes, parking areas, parks and other open areas. The attached subdivision plat is a graphic representation of that plan. All lots within the property will remain owned by the applicant until such a time as the owner may determine that lots can be sold individually. There are no public easements or rights-of-way designated with approval of this plat. As the platting of lots is an element of the PUD Plan and specific to this site, the plat requires approval by the City Council.

**2. Compatibility:** The site is zoned RMH (Residential Manufactured Home) and is surrounded by other areas zoned for similar residential uses and densities. Historically the proposed use has existed at this site and the rezoning to a PUD will allow for continued use as a manufactured home development. This process also provides for significant improvements to the property as well. Staff's assessment is that the proposed use and rezoning are compatible with the surrounding area.

**3. 2010 Comprehensive Plan:** Chapter 3 of the 2010 Comprehensive Plan speaks to the City's desire to create different types of residential areas to address a variety of income levels and life styles. The applicant's plan addresses this goal of the Comprehensive Plan. Other sections of the Comprehensive Plan support promoting growth that fits within existing areas and can be supported by existing infrastructure, plus enhance the overall quality of life in Evans. Redevelopment of this area as proposed meets those standards, increases housing options for residents and restores an area damaged in the 2013 flood. Staff's assessment is the proposed use satisfies the goals and objectives of the 2010 Comprehensive Plan.

**4. Engineering:** The City Engineer has reviewed the preliminary information provided by the applicant and supports approval of the rezoning application. Prior to development of the site, the applicant shall provide final construction drawings in compliance with standards and details monitored by the City Engineer. The final drawings shall be consistent with the approved PUD, and the applicant must obtain approval from the City Engineer for the plans prior to development of the site. This requirement is included as a condition of approval for the application below.

**5. Fire District:** The Evans Fire Protection District will review the final construction plans for development of the site in compliance with the standards they monitor in IFC 2012 with regard to this use in Appendix C and D of the fire code and related to fire protection requirements. Final approval will be based on a review of the final plans, and no issues are anticipated to be of concern so long as the final drawings are consistent with the approved PUD Plan.

**6. Landscape Plan (Chapter 19.47 Municipal Code):** The City Parks and Grounds Superintendent worked with the applicant to craft a tree mitigation plan in compliance with the city code requirements. The applicant provided a preliminary landscape plan to include a total of at least 49 trees. The applicant will install turf in the open space and detention basin areas, around the sports court. In addition each lot will have one (1) ornamental tree and three shrubs at a minimum. The plan includes all low-water use trees and shrubs, addressing a desired xeriscape approach and the issue of water impacts from landscaping. On approval of the PUD Plan, the city will review a final landscape plan for compliance with the PUD Plan approval and anticipates no problematic issues with the proposed landscaping. This requirement is included as a condition of approval for the application.

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## REVIEW CRITERIA

**1.** Because this proposed use subject to four chapters of the Municipal Code, each shall be addressed for applicable review criteria.



**A. Chapter 19.22 Residential Manufactured Home (RMH) District:** Subchapter 19.22.070 lists the minimum requirements for a PUD Plan, and directs further compliance with the standards in Chapter 18.28 for a PUD. Staff's assessment is that approval of the PUD Plan can satisfy the requirements contained in both Chapters of the Code, subject to the recommended conditions of approval below.

**B. Chapter 18.28 Planned Unit Development (PUD) Districts:** The criteria for approval described in Chapter 18.28 states that a PUD plan must serve the public interest, and the self-regulating aspects of the proposed PUD will provide adequate safeguards to the public and persons owning and occupying land in the PUD. Staff's assessment is the proposed PUD serves the public interest as it meets the stated goals of the City's 2010 Comprehensive Plan for establishing different types of neighborhoods and the benefits therein. This chapter also notes that for the City Council to approve the PUD, it shall consider the project in terms of compatibility of the application with the surrounding neighborhood in terms of traffic impacts, appearance and recreational amenities. Staff's assessment is the proposed PUD request satisfies all of these standards for approval as well.

**C. Chapter 19.60 Zoning Amendments:** This Chapter states that zoning amendments shall be approved if the application is in substantial conformance with the Comprehensive Plan or there exists substantial reasoning for amending the Comprehensive Plan. Staff's assessment is that the rezoning request satisfies this standard based on densities and surrounding uses.

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## SUMMARY & STAFF RECOMMENDATION

Based on the above assessment of the requirements of the Municipal Code, Staff's assessment is the project can meet the requirements for rezoning to a PUD to allow redevelopment of the site as a Manufactured Home Park, provided the applicant comply with the recommended conditions of approval below. Should the Planning Commission determine that a recommendation to support approval is appropriate, Staff recommends including the following Conditions be included with the motion.

## CONDITIONS OF APPROVAL

1. All representations of the applicant are considered conditions of approval unless modified by the City.
2. The applicant shall submit a PUD Final Plat and Final PUD Plan for approval prior to development of the site.
3. The applicant shall comply with all requirements of the City Engineer related to road and other infrastructure improvements including the submittal of final construction plans and details; a final opinion of costs and schedule of improvements, and all other elements determined appropriate by the City Engineer prior to development of the site.
4. The applicant shall provide a Final Drainage Plan and Final Traffic Memo to be reviewed and approved by the City Engineer prior to development of the site.

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## DRAFT MOTIONS:

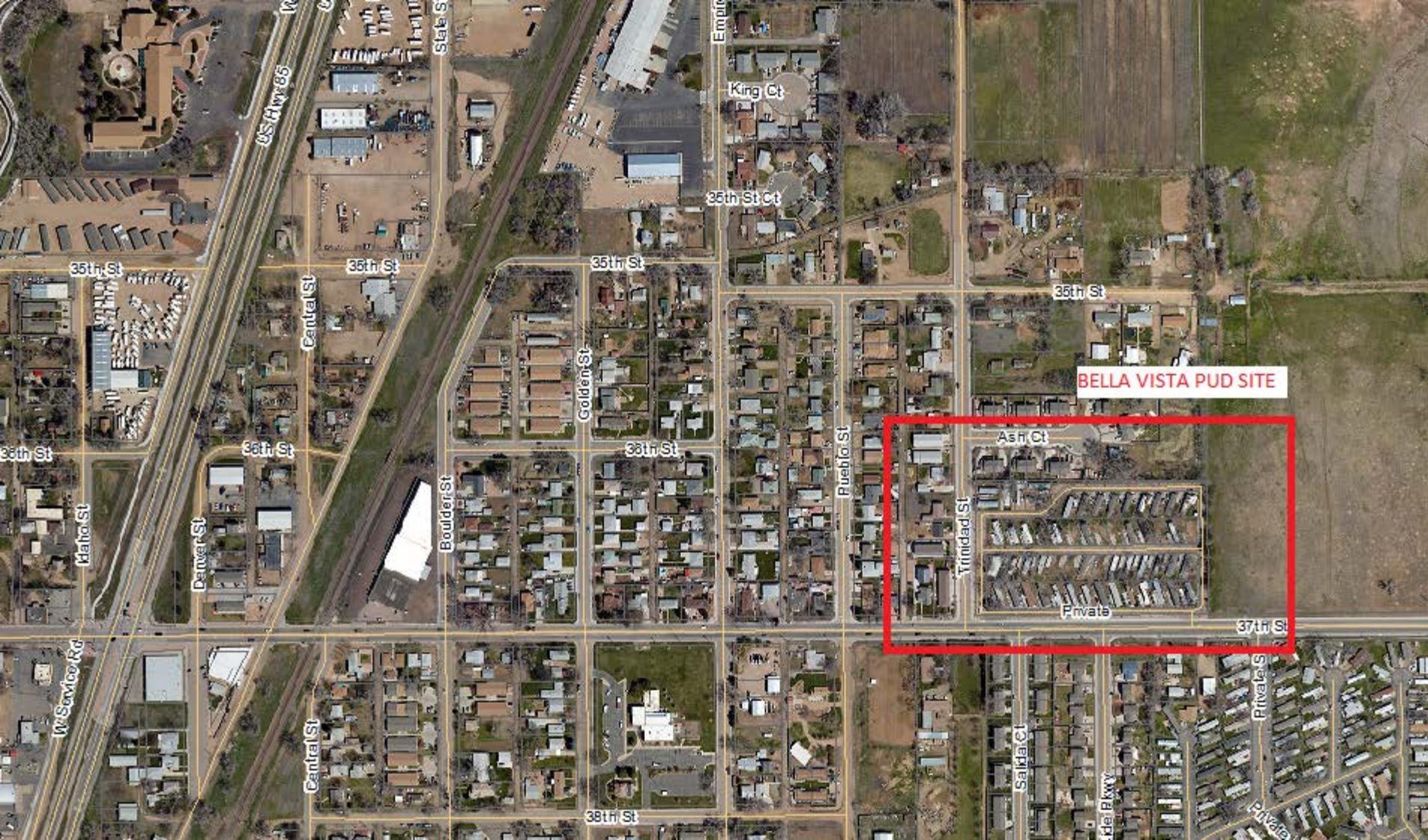


“I recommend supporting a motion of approval by the City Council for the Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning, along with the Final Plat with conditions of approval 1- 4, as found in the staff report, or as modified by the Planning commission.”

“I recommend supporting a motion of denial by the City Council for the Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning and the Final Plat.”

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**Attachments:** 1. Vicinity Map, 2. Project Description, 3. PUD Plan, 4. Final Plat



**BELLA VISTA PUD SITE**



## EXHIBIT “A”

### Bella Vista Planned Unit Development (PUD) PLAN

1. **Access:** Access is provided in two locations. The Trinidad Street entrance is a local road entrance with 30’ roadway entering and exiting the project. The 37<sup>th</sup> Street entrance is a local road entrance with 28’ roadway entering and exiting the property.
2. **Allowed Use:** The PUD allows for single-family residential uses as a Manufactured Home Park. Uses other than those allowed as home occupations in the Municipal Code, are not allowed by the PUD zoning.
3. **Fencing:** A six (6) foot privacy fence shall be constructed and maintained along the north property line of Bella Vista by the park owner. Should the lots be sold independently at a future date, the owners of lots adjacent to the fence shall be responsible for maintenance of the fence. No other fencing is proposed within the Bella Vista PUD.
4. **Landscaping:** Landscaping layout shall conform to a landscaping plan reviewed and approved by the City as part of the site plan. All common landscaped areas (drainage areas, entry features, perimeter landscaping, sport court) will be owned and maintained by the owner of the Bella Vista community. Landscaping within individual home sites will be maintained by the individual homeowners consistent with leasing requirements set forth by the owners of the Bella Vista community. The owner of the Bella Vista community will install 1 (2” caliper) ornamental/small deciduous tree and 5 (#5 container) evergreen or deciduous shrubs on each lot to be located in such a manner that would not obstruct homes from moving on and off the lots.
5. **Lighting:** Street lights shall be installed in accordance with the attached PUD plan, Exhibit B.
6. **Lot Size Minimum:** The minimum lot size shall be 2580 square feet in size. All manufactured homes are subject to the setback and placements standards described in sections 15 and 19 of this Plan. For larger homes, an amended plat shall be required to combine lots to accommodate these units in compliance with placement and set back standards.
7. **Maintenance:**
  - A. The owner of a home shall be responsible for maintaining the exterior of the home, including but not limited to roofing, siding and skirting, in good condition and shall promptly replace or repair any damage or defects to such exterior. The owner of a home shall be responsible for maintaining the yard or open space within his or her designated home space, including but not limited to keeping such area free of weeds, trash or other violation of the municipal code. Any such violation shall be punishable in accordance with the requirements of the municipal code, as applicable.
  - B. The owner of a park shall be responsible for ensuring that every home within his or her park conforms to the International Property Maintenance Code as adopted and amended in the municipal code. Existence of violations of said code within a park shall be grounds for withholding of permits for replacement homes until such violations are corrected. Documented efforts made by the park owner will be taken into consideration when the City reviews the permit process.
  - C. The owner of a park shall be responsible for maintaining in good condition any and all of the following within his or her park and shall promptly replace or repair any damage or defects to such:
    - 1) Private streets, driveways, guest parking areas and walkways.
    - 2) Landscaping, not within an occupied, designated home space, including that which is located within adjacent right-of-way between streets or sidewalks and the park property line.
    - 3) Fencing around the park or on the adjacent right-of-way.

- 4) Signage within the park or on the adjacent right-of-way.
- 5) Lighting within the park.
- 6) Private water and sewer service lines.
- 7) Storm water detention ponds and structures.
- 8) Accessory buildings that are owned by the park owner, whether or not they are within a designated home space.
- 9) The owner of a park shall be responsible for any home space that is not occupied by a home, including keeping such spaces free of weeds, trash or other violations of this Code. Any such violation shall be punishable in accordance with Chapter 1.16 and/or Chapter 1.17 of this Code, as applicable, and shall be grounds for withholding of permits for replacement homes until such violations are corrected.

**D.** The owner of the Bella Vista community, successors and assigns will own and operate the proposed development and will be responsible for all upkeep and maintenance for areas within the development boundaries. Maintenance adjoining public rights-of-way shall be in accordance with the City of Evans standard procedures. The City of Evans assumes no responsibility in regard to maintaining or upkeep of the lands or utilities within the P.U.D. Development, including water, sewer and storm sewer systems, sidewalks, roadways and irrigation systems. The City of Evans reserves the right to inspect such system at anytime to ascertain compliance with such standards and applicable health codes and regulations.

**8. Ownership:** All manufactured homes will be either leased from the land owner or will owned by the tenant. Homes will be 2015 or newer from the years 2015 to 2019, and no older than 4 years for all subsequent years of 2020 forward.

**9. Parking:** All lots will have a minimum of two off-street parking spaces. There are an additional 12 off-street guest parking spaces, as shown on the site plan. Within the guest parking areas, any type of storage (recreational vehicles, boats trailers, campers, and similar vehicles) is prohibited. Long-term parking of automobiles and motorcycles within the visitor parking areas is prohibited. The owner of the land lease community shall be responsible for enforcement of the regulations governing the guest parking areas.

**10. Property Management:** A property management company will be engaged to manage the property with an on-site manager who will own and therefore reside on the property. This individual will be an employee of the management company. There will be no management office and no HOA. A set of rules and regulations is provided to all new residents.

**11. Recreation Facilities:** A sport court shall be constructed at time of other on-site improvements and maintained by the property manager, as shown on the site plan approved as Exhibit B to this document.

**12. Setbacks:** Setbacks for manufactured homes shall be a minimum of five (5) feet on the front and rear, five (5) feet on one side and fifteen (15) feet on the opposite side. Accessory storage shed shall be setback a minimum of five (5) feet.

**13. Signage:** All signage for the project shall conform to that illustrated in the attached Bella Vista PUD plan, Exhibit B.

**14. Spacing of Structures:** Details addressing spacing between structures **are shown** on the site plan and described here. Separation between structures shall be as follows:

- A. Homes placed end-to-end shall have a minimum of a ten (10) foot separation.
- B. Homes placed side-by-side shall have a minimum of twenty (20) foot separation.
- C. Homes placed side-to-end shall have a minimum of fifteen-foot separation.

- D. No home shall be located closer than ten (10) feet from any building within the park or from any property line bounding the park. No decks, stairs or other appurtenances shall be located within five (5) feet of any perimeter property line.
- E. Homes including any carports, decks, awnings or other additions non-removable tow hitches shall be set back at least five (5) feet from private streets and roadways, and twenty-five (25) feet from public rights-of-way.
- F. Carports shall maintain a five (5) foot separation from adjacent structures.

**20. Storage Units:** One storage unit or shed may be placed on each home site to address storage of residentially permitted uses. Storage sheds must be a minimum of 10' from the Bella Vista property line and 5' from adjacent structure. Accessory structures shall only be permitted in accordance with Chapter 19.48 of the Evans Municipal Code. No storage shall be permitted underneath any home unless properly designed and enclosed with skirting. No flammable, combustible or hazardous material shall be stored underneath any home.

**22. Utilities**

- A. **Potable Water System:** The water system shall be designed by a Professional Engineer registered in the State of Colorado and installed in accordance with such plans as approved by the City of Evans and must be maintained as per the City of Evans standards. The City of Evans reserves the right to inspect such system at any time to ascertain compliance with such standards and applicable health codes and regulations.
- B. **Sanitary Sewer System:** The sanitary sewer system shall be designed by a Professional Engineer registered in the State of Colorado and installed in accordance with such plans as approved by the City of Evans and must be maintained as per the City of Evans standards. The City of Evans reserves the right to inspect such system at any time to ascertain compliance with such standards and applicable health codes and regulations.
- C. **Other Utilities:** Electric, Gas, Cable T.V., Telephone, and similar utilities shall be installed in accordance with applicable standards and regulations.

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**LIST OF EXHIBITS**

- A. Legal Description
- B. Bella Vista PUD Plan Set
- C. Graphic Representations of Manufactured Homes



1101 Bannock Street  
Denver, Colorado 80204  
303.892.1166



November 12, 2015

Mr. Sean Wheeler  
**City of Evans Community Development**  
1100 37<sup>th</sup> Street  
Evans, Colorado 80620

**Re: Bella Vista MHP PUD**  
**Rezoning and Site Plan – 1<sup>st</sup> Submittal Response Letter**

Dear Mr. Wheeler,

Thank you for your 1<sup>st</sup> submittal comments, which we received on October 2, 2015. We have reviewed all comments and addressed them in the attached resubmittal. Please find the below items in our resubmittal package:

- PUD Site Plan
- Response to Comments Letter
- Sample Rules and Regulations
- Project Description
- PUD Development Guide
- Utility Conformance Letter
- Preliminary Drainage Report and Exhibit

We look forward to continually working with the City on this project. As always, feel free to contact me with any questions at 303.892.1166.

Sincerely  
Norris Design

A handwritten signature in black ink that reads "Leanne Vielehr". The signature is written in a cursive, slightly slanted style.

Leanne Vielehr  
Associate

## STAFF ASSESSMENTS

**1. BUILDING & NEIGHBORHOOD SERVICES:** The Evans Flood Recovery, Building and Neighborhood Services Manager provided the following comments:

The jurisdiction of the building division will not occur until the site is deemed ready for the placement of homes. At such time, the City of Evans will require a Manufactured Home Permit with each unit being moved in. Such permit will need to include: 1. Photo of home, and; 2. Proof of age (copy of data plate).

In Addition the Evans Building Division will inspect anchorage, utility connections and skirting for each residential use.

***Response: Noted.***

**2. ENGINEERING:** The City Engineer provided the following comments:

The applicant submitted a *Preliminary Drainage Report, a Traffic Conformance Letter, a Utility Conformance Letter, and a Site Plan. The Site Plan includes a Utility and Grading Sheet, an Existing Conditions and Survey Map Sheet, a Conceptual Landscaping and details Sheet.*

### **A. Site Plan:**

S1 – The applicant shall provide locations of all proposed signs and lights. A complete sign permit, including specifications for the signs and lights, including type, height and general conformance to the code.

***Response: Lights have been provided at the entrances from public streets. Stop signs have also been provided at these connection points. No parking signs have been added to one side on all private drives.***

S2 – The applicant shall provide the distance from all proposed buildings or structures to adjacent lot lines, easements and adjacent structures.

***Response: Typical building/structure placement has been provided in the form of a typical lot detail on the Site Plan.***

S3 – The applicant shall provide the square footage of all proposed buildings and the footprint of the proposed buildings.

***Response: All proposed building will be 16' x 76' and 1,216 sq. ft. A footprint has been shown on the site plan.***

S4 – The applicant shall provide more information on public trash removal or show trash disposal areas and enclosures including specifications for said enclosures if applicable.

***Response: Trash and recycling pickup will be provided by a third party provider such as Waste Management. There is no central trash location planned.***

S5 - The applicant shall provide a public access easement for the fire department to ensure appropriate access and turn-around room is provided.

***Response: Public Access has been provided in the form of Tract A.***

S6 - The applicant shall label all existing and proposed sidewalk accessible handicap ramps and reference them accordingly to the correct construction detail.

***Response: There will be no interior sidewalks and therefore, no new ramps added. Existing Ramps have been labeled on the Site Plan.***

S7 - According to the home site typical labeled number 1 on the conceptual landscaping plan the distance from homes placed side-by-side will be 15' when the minimum required is 20'. Please clarify this layout and make sure the minimum setback is met.

***Response: Home Site Typical has been adjusted to show proper home spacing of 20'. Minimum setback for all homes is 5'.***

S8 - Is the applicant planning on having any on-street parking permitted? If so signs stating "No Parking - Fire Lane" or "Parking This Side Only" or similar as approved by the City will be required on each side of every roadway less than thirty-two (32) feet in width. Please show on plans if applicable.

***Response: Yes, "No Parking" signs have been added to one side of private drives.***

## B. Utility Plan

U1 - The applicant shall label the size and type of all existing water lines.

***Response: Existing lines have been labeled accordingly.***

U2 - The applicant shall show the plan and profile of all utilities.

***Response: Connection points and plan view orientation have been provided. Profiles and final detail will be provided with the construction documents.***

U3 - The applicant shall provide the location, size, and material type of all existing and proposed water and sewer service connections and tap sizes (including those for irrigation systems).

***Response: This information will be provided on the construction documents.***

U4 - The applicant shall number manholes per city standards and label them accordingly.

***Response: Calibre will add this to construction documents.***

U5 - The applicant shall reference all service lines to an appropriate installation detail and label material type.

***Response: Calibre will add this to construction documents.***

U6 - The applicant shall provide a note stating to protect existing pipes, poles, etc. per 12.04.150

***Response: Calibre will add this to construction documents.***

U7 - The applicant shall provide callouts for all meters and reference an installation detail accordingly.

***Response: Calibre will add this to construction documents.***

## C. Landscaping Plan:

L1 - The applicant shall show the approximate location and character of all existing vegetation, labeled "to be removed" or "to remain".

*Response: All existing vegetation has been represented and accurately described in the legend.*

**D. Drainage Report:**

D1 – The applicant shall ensure water quality and their intent to meet 2 year return interval water quality standards.

*Response: The 2 year return interval water quality standard will be met.*

D2 – The applicant shall provide a maintenance policy for the multiple proposed detention/retention basins on site to ensure water quality.

*Response: A maintenance policy will be provided.*

**E. Geotechnical Report:**

GR1 - The applicant shall provide an investigation report regarding area stability for the proposed development. This report shall include a list of economically recoverable minerals in the land within the subdivision boundary. The statement must also include any known hazards and other important environmental conditions are present on the property.

*Response: We are working on preparing this information.*

**F. General:**

G1 – The applicant shall provide certificate blocks for signatures of owner, engineer, surveyor and City approval, as applicable on all plans.

*Response: Signature blocks have been added to the cover sheet per comment.*

G2 – Please note that all reports and construction plans completed by a Colorado Registered Professional Engineer must be signed and wet stamped prior to final acceptance.

*Response: Comment Noted. Stamp and signature will be provided.*

G3 – Please include the email address of the property owner on the site plan.

*Response: The Property Owner's email has been added to the cover sheet.*

G4 – The applicant shall include the lot size (square footage) on the cover sheet.

*Response: Lot size table has been included on cover sheet.*

G5 – The applicant shall list all benchmarks and bearings on the cover sheet.

*Response: Benchmarks and basis of bearings have been provided on the PUD Survey Plat.*

G6 - The applicant shall provide a general notes and construction notes page in the plan set that references all applicable standards and care for construction in the City of Evans.

*Response: General notes and construction notes have been added to the cover page.*

G7 - The applicant shall include all applicable Details and reference them with respect to the plans.

*Response: All applicable details have been added to the plans.*

G8 – The applicant shall update the Utility Conformance Letter to 6" minimum water line and stamp the document.

***Response: The conformance letter has been updated, as requested.***

3. **FIRE:** The Evans Fire Protection District provided the following comments:

A. Since all of the streets are private they will serve as fire lanes and must meet the design criteria established in Appendix D of the 2012 edition of the International Fire Code.

***Response: All private streets meet the aforementioned criteria.***

B. Private fire protection water supplies must be installed AND maintained in accordance with NFPA 25-2011.

***Response: Comment Noted.***

C. We do not believe one connection to the Municipal water supply will allow the needed fire flows- a second connection to the Municipal water supply may be needed and will prevent a dead end loop situation.

***Response: We now have three independent connections for fire flows.***

D. Two fire hydrants are not sufficient for this project. Fire hydrant spacing must conform to Appendix C of the 2012 edition of the International Fire Code

***Response: There are now three hydrants planned for the area.***

4. **PARKS:** The City Parks & Grounds Superintendent provided the following comments:

A. The Landscape Plan is missing some of the required information, including addressing the standards in Chapter 19.47.160 - Landscaping and irrigation plan requirements, with specific items noted as follows:

1. Mature trees and other existing vegetation, labeled "to be removed" or "to remain." See below also.  
19.47.140 - Mature tree preservation and mitigation:

- Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical, as determined by the City. Certain trees and shrubs may be deemed unsuitable or unpreservable but must be shown on the landscape plan and shall not be removed until approval is granted by the City. The value of trees that cannot be preserved and need to be removed shall be determined by the City Forester and appropriate new replacements shall be planted at the rate of one (1) tree for every four (4) inches of DBH (diameter at breast height) lost. Location of replacement trees may be within the development or at an acceptable location within City right-of-way as approved by the City Forester.

***Response: ND***

- A list of all proposed plant and landscape material including species, size and quantity and labeled on the plan.

***Response: ND***

- When adding the quantities please keep 19.47.040 - Minimum species diversity in mind.

*Response: Thank you. 19.47.040 has been utilized to maintain species diversity.*

- Soil amendments not called out per Chapter 19.47.080 - Soil amendments and rock mulch or gravel. Soil in areas intended for plantings shall first be amended according to City standards in order to loosen compacted soil, improve the viability of plantings and reduce the amount of watering required. Rock mulch or gravel shall not be placed within two (2) feet of required trees. (Ord. 286-04)

*Response: Soil Amendment note has been added to the Landscaping Notes on the Cover Sheet.*

- No irrigation plan submitted. Per Chapter 19.47.070 - Irrigation. All required landscaping shall be irrigated. Use of non-potable irrigation water is encouraged. The Director of Parks and Recreation may approve a temporary irrigation system for plants that can survive without irrigation once established. (Ord. 286-04)

*Response: An irrigation plan is included in this submittal.*

5. **CITY PLANNING:** The City Planner notes the following requirements as applicable to this request.

**A. CHAPTER 19.60 Zoning Amendments:** The applicant provided the items required by this chapter for review of a zoning amendment. In addition Chapter 19.60 requires compliance with the requirements found in Chapter 18.28 PUD Districts, as discussed in the next item below.

*Response: Noted.*

**B. CHAPTER 18.28: PUD Districts:**

1. **18.28.100 - PUD Plan.** A PUD Plan or PUD Development Guide is required for this request with the next submittal. The plan must contain sufficient detail to establish the perimeters for zoning definitions applied to this PUD, as required by the Municipal Code or desired by the applicant, to include setback requirements, layout standards for individual spaces, site management, covenant or controlling documents and other elements such as the following:

- **Accessory Structures:** Accessory structures shall only be permitted in accordance with Chapter 19.48 of the Evans Municipal Code.
- **Amenities:** Describe amenities provided for residents if any.
- **Definitions of Use:** State the allowed use by right for this PUD as being only for a single-family Manufactured Home Park.
- **Density Standards:** State the maximum number or units allowed within the PUD.
- **Landscaping and Maintenance Requirements:** Describe the minimum landscaping and maintenance requirements for individual units.
- **Manufactured Homes:** The Municipal Code states that only Manufactured Homes are allowed in new development. The PUD Plan shall show in detail the types and designs of units allowed in the development. This section shall include definitions of the minimum and maximum sizes of units as well. The Municipal Code defines Manufactured Homes as follows *"a home built entirely in a factory and*

*certified pursuant to National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401, et seq., commonly referred to as the HUD code. The code went into effect June 15, 1976.”*  
(Chapter 18.30.030 - Definitions)

Please note, Chapter 19.04.580 also defines “Manufactured Home” as any dwelling which is: 1) partially or entirely manufactured in a factory, 2) is not less than twenty-four (24) feet in width and thirty-six (36) feet in length; 3) is installed on an engineered permanent foundation; 4) has brick, wood, or cosmetically equivalent exterior siding and a pitched roof; 5) and is certified pursuant to “National Manufactured Housing Construction and Safety Standards Act of 1974,” 42 U.S.C. 5401 et seq. as amended.

Industry standards such as those quoted in both definitions will be the minimum definition for a manufactured home. The PUD Plan should state if other requirements such as a minimum size, roof pitch, etc. are to be applied to the definition for a manufactured home. City building code requirements would apply regardless, though the PUD standard can exceed the building code requirements. PUD requirements cannot reduce building code standards or other applicable regulations such as those of the Fire Code. Planning staff recommends consulting with the City Building Department for further direction in this area, should clarification be required.

- **Ownership:** Describe ownership of units and space and leasing requirements.
- **Parking, Guest:** The site plan must identify the location and use of guest parking areas.
- **Property Management / Homeowner’s Association:** Describe how management of the property is provided and include supporting legal documents such as HOA information. Identify the location of onsite property management office or residence.
- **Setbacks:** Establish the minimum setback requirements for individual units, regardless of size or style.
- **Storage:** No storage shall be permitted underneath any home unless properly designed and enclosed with skirting. No flammable, combustible or hazardous material shall be stored underneath any home.
- **Typical Lot Layout Drawing:** Provide a typical lot layout to show in compliance with 18.30.037 as follows:
  - A) The area devoted to each home space shall be no less than three thousand (3,000) square feet, and shall have the following setbacks.
  - B) Separation between units:
    - 1) Homes placed end-to-end shall have a minimum of a ten-foot separation.
    - 2) Homes placed side-by-side shall have a minimum of twenty-foot separation.
    - 3) Homes placed side-to-end shall have a minimum of fifteen-foot separation.
    - 4) No home shall be located closer than ten (10) feet from any building within the park or from any property line bounding the park.
    - 5) Homes including non-removable tow hitches shall be set back at least five (5) feet from

private streets and roadways, and twenty-five (25) feet from public rights-of-way.

- C) Parking:
- 1) Two paved off-street parking spaces shall be required per home.
  - 2) On-street parking shall be allowed only if a twenty-foot wide traveled way is maintained at all times.
  - 3) Visitor parking lots should be established and distributed in an accessible manner functional with surrounding properties.
- D) Skirting. Each home shall have perimeter skirting between the ground and the bottom of the home floor within (30) thirty days after placement is made. Such skirting shall be durable, rigid weather-resistant material.
- E) Tie-down requirements. All licensees, as well as owners and occupiers of homes, shall be required to comply with any requirements imposed by Colorado law or by regulations issued by any agency of the State of Colorado, including but not limited to the Colorado Division of Housing, pertaining to anchoring or tying down homes as a safety precaution against wind.
- F) Decks/landing. A deck/landing is required at all exterior doors complying with minimum standards as set forth by the International Building Code.
- **Utility Requirements:** Describe the utilities provided to each unit and how those shall be billed either to individual unit owners or to the Property Manager.
  - **Uses by Right:** The PUD Plan shall state that the site is limited to single family residential uses. Commercial and industrial uses, other than those allowed as home occupations in the Municipal Code are not allowed by zoning.  
*Response: A Development Guide has been provided with the resubmittal addressing the items outlined above.*
2. **PUD Site Plan:** The approved site plan shall be attached as an exhibit to the PUD Plan or PUD Development Guide. It shall show at a minimum the location of all buildings, signs, streets, lanes, parking areas, parks, open areas, recreational facilities and all other improvements; the dimensions of all structures, streets, parking areas and recreational facilities, and the distances between structures and boundary lines.  
*Response: Noted.*
3. **PUD Survey Plat:** Under Chapter 18.28.110, a survey plat of the property is required. The survey plat shall identify individual unit spaces as building envelopes, with appropriate bearing and distance information shown to establish the exact locations. Other areas such may be identified as landscape easements, play easements and detention easement. The survey plat shall include showing the outer boundaries of the area and showing elevation contours at two-foot intervals.  
*Response: The PUD Survey Plat has been provided, as requested.*
- C. 18.28.110 - Application for PUD Plan Approval - Signatures Required - Contents.

This section of the Municipal Code describes the requirements for PUD Plan approval. The requirements for this section are already on file (such as the legal description) or are described elsewhere in these comments, or in the comments provided by other reviewing offices.

***Response: Noted.***

#### D. CHAPTER 18.30 Manufactured Home Park Plan:

This section of the Municipal Code describes the requirements for the Manufactured Home Park Plan. The requirements for this section are already on file (such as the legal description) or are described elsewhere in these comments, or in the comments provided by other reviewing offices. The remaining items from this section include:

##### 1. Directory Sign: Provide draft example of a directory poster per 18.30.080 as follows:

A) A poster shall be installed at or near each entrance to such home park to assist fire, police and service personnel in locating particular home spaces within the park. The poster shall be at least five (5) feet by four (4) feet and shall depict an aerial view of the community in such a way as to identify homes by the number or letter to be posted at each home space. PER Each home space shall be equipped with a permanent sign with the appropriate number and/or letter having a minimum height of five (5) inches and a minimum stroke of one (1) inch, prominently displayed, showing the number or letter assigned to each such home space.

***Response: A Way-Finding Poster has been added to the Landscape Plan. Refer to Sheet L1.00 for locations and Sheet S-1.00 for the detail.***

B) Existing manufactured home parks/communities shall comply with the installation of a directory poster, and will not be considered legal nonconforming.

***Response: A directory poster has been included with plans. Reference the Comprehensive sign plan on Sheet S-1.00***

##### 2. Controlling Documents: Covenants or similar documents to describe management of the site and to ensure compliance with requirements such as those in 18.30.110 (Storage, accessory structures) etc.

***Response: Rules and Regulations will be established for this community as the controlling document. A draft of the Rules and Regulations have been included with this submittal.***

#### E. Chapter 18.31 - Residential Neighborhood Design Standards

##### 1. Homeowner's Association (Section 18.41.040): This section requires the creation of a Homeowner's Association in compliance with Colorado Common Interest Ownership Act standards.

***Response: The nature of this type of community is managed more like an apartment complex than a SFD or SFA community and therefore no Homeowner's Association will be established. The land Owner along with their property management company will maintain the property. Any fees to the tenants will be rolled into the rents.***

##### 2. Minimum Subdivision Design Standards (Section 18.31.050): This section provides standards for lot layouts, fencing, lighting standards, sidewalks, etc. The project description and site plan shall be revised to address these standards.

Some of the standards may not be applicable as the internal circulation network for this project is private vs. being publically dedicated. For example, Item G speaks to the size requirements for *public sidewalks*, and this development will be private for use of the residents.

Thus the applicant may present a compelling argument that a sidewalk is not normally part of the communities and should not be required here if desired. For other elements, such as the solid perimeter fencing, this section of the Municipal Code does not differentiate between public vs. private uses and thus fencing is clearly required. Ultimately the requirements in this subsection must either be addressed in an updated project description, which could impact the final site plan layout as well.

***Response: Noted. An updated project description has been provided to address why no internal sidewalks are proposed.***

- 3. Neighborhood Identity Features (Subsection 18.31.060):** This section describes the requirements for a neighborhood identity feature. The requirement for a single neighborhood identity feature is tied to the size of the property and the number of units proposed. The applicant is advised to provide a neighborhood identity feature and identify that on the site plan per the requirements of this sub-section.

***Response: A neighborhood Identity Feature has been added to the site plan in the form of a Sport Court.***

- 4. Neighborhood Development Plan (Subsection 18.31.080):** This section requires submittal of a neighborhood development plan, being a conceptual master plan for this project. The requirements for a neighborhood development plan are outlined in this section of the Municipal Code, but are addressed by the site plan, the plat and the PUD Development Plan requirements. The Municipal Code does allow for approval of neighborhood development plans after approval of a final plat but prior to its being recorded. Under Item C 2. of the submittal requirements, the Code states the following:

Each NDP shall contain the following elements unless the Director of Public Works determines that one (1) or more of the elements are unnecessary *because all planning issues concerning the internal organization of the development and the relationship of the development to surrounding areas can be resolved through either subsequent subdivision or development review* for the development.

Because this section of the Code allows for provision of a neighborhood development plan at a later point in the review, and because the other elements of this section are addressed in other requirements, Planning Staff will seek clarification on if this will be required or not. Our intent is to provide the applicant with further direction when meeting with the Development Review Team to review these comments.

***Response: Noted. Please inform us if the Neighborhood Development Plan will be required as soon as possible.***

#### Other Considerations:

- A. Density / Design / Layout:** It is not clear that the current density can be achieved if this project is to meet all other requirements, such as providing a neighborhood identity feature, guest parking areas, minimum set back requirements, sizes of units proposed, landscaping, etc. Lot 22 for example, could be removed and that area leading into the onsite detention basin used for a playground feature. Consideration of the standards noted by the City Planning Department and others is anticipated to require a reduction in the number of lots. While the

lots as shown meet the minimum size standards, addressing that requirement still must be considered along with other code requirements.

***Response: The site layout and design has been modified to provide on-site parking and a neighborhood identity feature.***

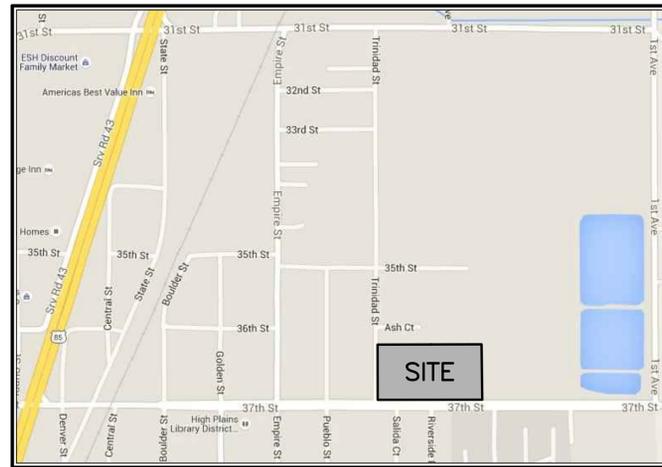
**B. Tracts:** In the next submittal please identify what the specific uses are as planned for areas identified as tracts.

***Response: All tracts and their uses have been identified on the Cover Sheet.***

**C. Mail Delivery:** Please identify where mail boxes will be located and ensure that the street area next to the mail box location is sized appropriately to allow the mail truck or other vehicles to pull off of the main street for collection/delivery.

***Response: A Mail Kiosk has been added to this site plan.***

**BELLA VISTA SUBDIVISION**  
 A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20,  
 TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN  
 CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO  
 5.9242 ACRES – 52 LOTS / 9 TRACTS  
 FP \_\_\_\_\_



**VICINITY MAP**

SCALE: 1"=600'

**SHEET INDEX**

- 1 COVER SHEET
- 2 OVERALL BOUNDARY
- 3 FINAL PLAT LAYOUT

**CERTIFICATE OF DEDICATION AND OWNERSHIP**

KNOW BY ALL MEN THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, OR LIEN HOLDERS OF CERTAIN LANDS IN THE TOWN OF ERIE, COUNTY OF WELD, COLORADO, DESCRIBED AS FOLLOWS:

LOTS 43, 44, 45, 46 AND 47 IN THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M., AS SUBDIVIDED BY THE ST. LOUIS WESTERN COLONY, COUNTY OF WELD, STATE OF COLORADO,

TOGETHER WITH ALL THAT PART OF VACATED TERRYALL STREET ADJACENT TO LOTS 43 AND 47, AS VACATED BY ORDINANCE NO. 132 RECORDED FEBRUARY 15, 1961 IN BOOK 1577 AT PAGE 512 AND RE-RECORDED FEBRUARY 23, 1961 IN BOOK 1578 AT PAGE 269.

AND

OUTLOT A, HEATHERWAY SUBDIVISION, CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO.

AND

THE EAST 10 FEET OF TRINIDAD STREET ADJOINING LOTS 45, 46 AND 47 AND OUTLOT A AS VACATED BY ORDINANCE 1160-99 ON FEBRUARY 23, 2000 (AS SET FORTH ON DEED RECORDED SEPTEMBER 26, 2002 AT RECEPTION NO. 2990813).

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF BELLA VISTA. THE STREETS AND TRACTS SHOWN HEREON ARE PRIVATELY OWNED, TO BE MAINTAINED BY THE OWNER. EASEMENTS SHOWN HEREON ARE DEDICATED AND CONVEYED TO

OWNER SIGNATURE

3610 TRINIDAD LLC

BY: \_\_\_\_\_ DATE \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF COLORADO )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_ AS \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**BASIS OF BEARINGS**

THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH P.M.: ASSUMED TO BEAR S89°34'14"W, WITH ALL OTHER BEARINGS RELATIVE THERETO, BOTH ENDS OF SAID LINE ARE MONUMENTED AS SHOWN HEREON.

**NOTES**

1. 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.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUE 18-4-508 OF THE COLORADO REVISED STATUTES.
3. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
4. ACCORDING TO FLOOD INSURANCE RATE MAP 08123C1543E, EFFECTIVE DATE JANUARY 20, 2016, SUBJECT PROPERTY LIES PARTIALLY IN ZONE X "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD", AND PARTIALLY IN ZONE X "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AS SHOWN.
5. (NOTE: ALL LOTS, TRACTS AND PRIVATE ROADS HAVE A DRAINAGE EASEMENT FOR DEVELOPMENT...) WE COULD NOT FIND AN EXAMPLE OF SUCH NOTE ON ANY OF THE WELD COUNTY PLATS WE HAVE. COULD YOU PROVIDE A STANDARD NOTE, ALSO SPECIFY WHETHER EASEMENT ARE BLANKET OR OF SPECIFIC LOCATION / SIZE.
6. TRACT A IS DEDICATED BY THIS PLAT AS A PRIVATE RIGHT-OF-WAY. A NON-EXCLUSIVE BLANKET EMERGENCY ACCESS EASEMENT IS GRANTED HERewith OVER AND ACROSS ALL OF SAID TRACT A.
7. ALL BLOCK CORNER RIGHT-OF-WAY RADII ARE 20.00 FOOT UNLESS SHOWN OTHERWISE.
8. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY EMK CONSULTANTS, INC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPICTION OF EASEMENTS AND RIGHTS OF WAY ON SUBDIVISION PLATS. FOR ALL INFORMATION REGARDING TITLE AND EASEMENTS OR RIGHTS-OF-WAY OF RECORD AND CIVIL COURT ACTIONS OF RECORD, EMK CONSULTANTS, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE FILE NO. 01330-59222-AMENDMENT NO. C-2, EFFECTIVE DATE AUGUST 18, 2015, AT 8:00 A.M., PREPARED BY STEWART TITLE GUARANTY COMPANY.

**TITLE VERIFICATION CERTIFICATE**

WE, STEWART TITLE GUARANTY COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

STEWART TITLE GUARANTY COMPANY  
 BY: \_\_\_\_\_ DATE \_\_\_\_\_  
 TITLE: \_\_\_\_\_

STATE OF COLORADO )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_ AS \_\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, STEPHEN H. HARDING, PLS #29040, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON JANUARY 23, 2016, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND.



STEPHEN H. HARDING, PLS #29040  
 FOR AND ON BEHALF OF  
 EMK CONSULTANTS, INC. DATE \_\_\_\_\_

**CLERK & RECORDER CERTIFICATE**

STATE OF COLORADO )  
 ) SS.  
 COUNTY OF WELD )

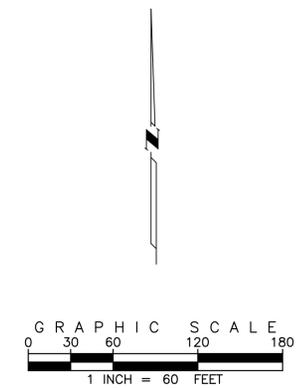
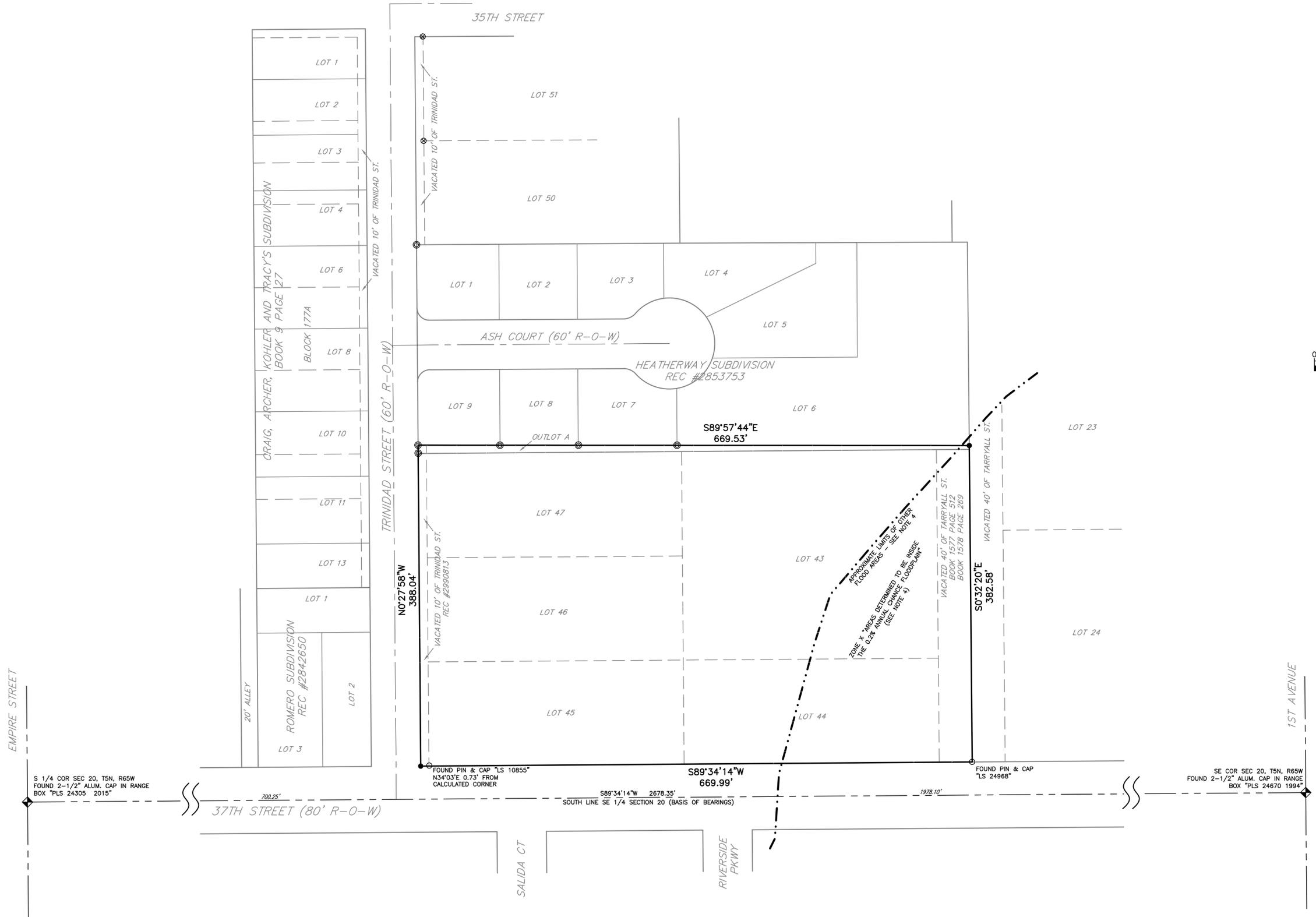
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. AND WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_

\_\_\_\_\_ COUNTY CLERK AND RECORDER



JOB NO. 12928  
**BELLA VISTA SUBDIVISION**  
 DATE PREPARED: FEBRUARY 01, 2016

**BELLA VISTA SUBDIVISION**  
 A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20,  
 TOWNSHIP 5 NORTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN  
 CITY OF EVANS, COUNTY OF WELD, STATE OF COLORADO  
 5.9242 ACRES - 52 LOTS / 9 TRACTS  
 FP \_\_\_\_\_



- LEGEND:**
- - SET 18" #5 REBAR WITH 1-1/2" ALUM. CAP "LS 29040"
  - ⊗ - FOUND PIN AND CAP "LS 4392"
  - ⊙ - FOUND PIN AND CAP "LS 7242"
  - - FOUND PIN AND CAP AS DESCRIBED
  - UTILITY EASEMENT

S 1/4 COR SEC 20, T5N, R65W  
 FOUND 2-1/2" ALUM. CAP IN RANGE  
 BOX "PLS 24305 2015"

FOUND PIN & CAP "LS 10855"  
 N34°03'E 0.73' FROM  
 CALCULATED CORNER

S89°34'14"W 2678.35'  
 SOUTH LINE SE 1/4 SECTION 20 (BASIS OF BEARINGS)

FOUND PIN & CAP  
 "LS 24968"

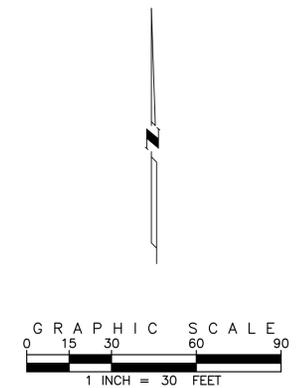
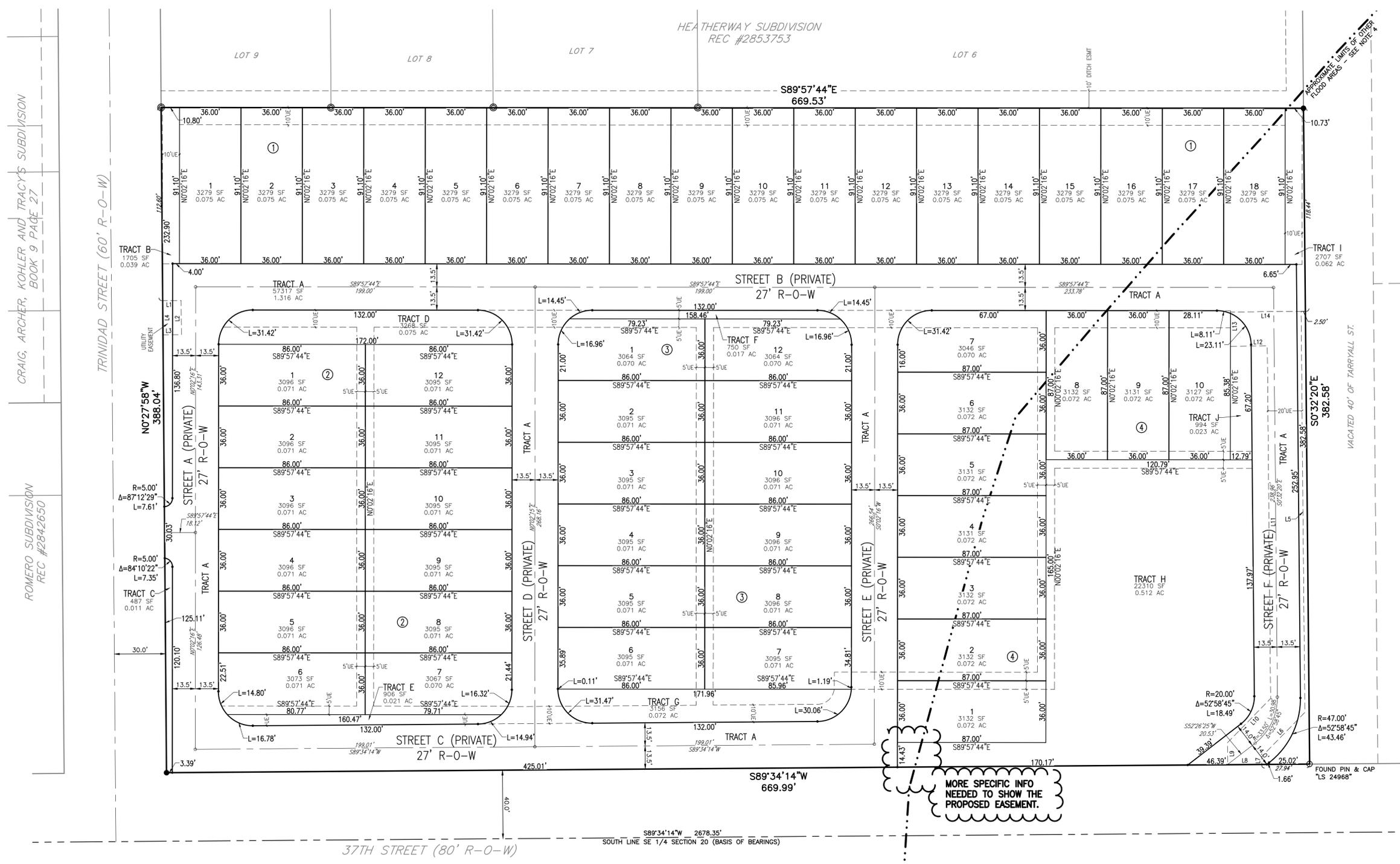
SE COR SEC 20, T5N, R65W  
 FOUND 2-1/2" ALUM. CAP IN RANGE  
 BOX "PLS 24670 1994"



EMK CONSULTANTS, INC.  
 LAND DEVELOPMENT  
 ENGINEERING & SURVEYING  
 7006 SOUTH ALTON WAY, BLDG. F  
 CENTENNIAL, COLORADO 80112-2019  
 (303)694-1520 www.EMKC.com

**BELLA VISTA SUBDIVISION**  
 DATE PREPARED: FEBRUARY 01, 2016

**BELLA VISTA SUBDIVISION**  
 A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20,  
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| LINE # | DIRECTION   | LENGTH  |
|--------|-------------|---------|
| L1     | S89°32'02"W | 10.80'  |
| L2     | N07°27'58"W | 20.00'  |
| L3     | N89°32'02"E | 10.80'  |
| L4     | S07°27'58"E | 20.00'  |
| L5     | S03°32'20"E | 233.99' |
| L6     | S44°27'40"W | 36.01'  |
| L7     | S04°47'30"E | 4.63'   |
| L8     | S89°34'14"W | 20.00'  |
| L9     | N04°47'30"W | 12.84'  |
| L10    | N44°27'40"E | 36.06'  |
| L11    | N03°32'20"W | 205.71' |
| L12    | S89°27'40"W | 21.62'  |
| L13    | N07°02'16"E | 20.00'  |
| L14    | N89°27'40"E | 41.42'  |

- LEGEND:**
- - SET 18" #5 REBAR WITH 1-1/2" ALUM. CAP "LS 29040"
  - ⊗ - FOUND PIN AND CAP "LS 4392"
  - ⊙ - FOUND PIN AND CAP "LS 7242"
  - - FOUND PIN AND CAP AS DESCRIBED
  - UE - UTILITY EASEMENT

**EMK** EMK CONSULTANTS, INC.  
 LAND DEVELOPMENT  
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 7008 SOUTH ALTON WAY, BLDG. F  
 CENTENNIAL, COLORADO 80112-2019  
 (303)694-1520 www.EMKco.com

**BELLA VISTA SUBDIVISION**  
 DATE PREPARED: FEBRUARY 01, 2016

JOB NO. 12928

**CITY OF EVANS, COLORADO**

**ORDINANCE NO. 649-16**

**AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT (P.U.D.) PLAN TO BE KNOWN AS THE BELLA VISTA PLANNED UNIT DEVELOPMENT LOCATED WITHIN THE CITY OF EVANS**

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

**WHEREAS**, pursuant to Chapter 18.28 and 19.40 of the Evans Municipal Code, the City has received a request for approval of the Bella Vista Planned Unit Development (PUD) Plan, (“the Application”); and

**WHEREAS**, the Application seeks approval of the Bella Vista Planned Unit Development Plan as described in Exhibit A, attached, and seeks approval of the Bella Vista Site Plan as described in Exhibit B, attached; and

**WHEREAS**, following proper notice, the Planning Commission considered the Application at its regular meeting on March 22, 2016 and recommended approval of the Application; and

**WHEREAS**, at its regular meeting on April 5, 2016, the City Council reviewed the file herein, considered the Planning Commission's recommendation, and conducted a hearing concerning the Application in accordance with Chapter 18.28 and 19.40 of the Evans Municipal Code, found that approving the Application met all applicable criteria and requirements, and would serve the public interest.

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

Section 1. The Bella Vista Planned Unit Development (PUD) Plan is hereby approved as described in Exhibit “A”

Section 2. Site Plan: The Bella Vista Site Plan is hereby approved as described in Exhibit “B”.

Section 3. Publication and Effective Date: This ordinance after its passage on final reading, shall be numbered, recorded, published and posted as required by the City Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the City Clerk, and by the Certificate of Publication. This ordinance shall become effective upon final passage.

Section 4. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 5. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 5<sup>TH</sup> DAY OF APRIL, 2016.**

**ATTEST:**

**CITY OF EVANS, COLORADO**

\_\_\_\_\_  
Raegan Robb, City Clerk

BY: \_\_\_\_\_  
John L. Morris, Mayor

**PASSED AND ADOPTED ON A SECOND READING THIS 19<sup>TH</sup> DAY OF APRIL, 2016.**

**ATTEST:**

**CITY OF EVANS, COLORADO**

\_\_\_\_\_  
Raegan Robb, City Clerk

BY: \_\_\_\_\_  
John L. Morris, Mayor

---

## CITY COUNCIL COMMUNICATION

---

**DATE:** April 19, 2016

**AGENDA ITEM:** 7.C

**SUBJECT:** ORDINANCE NO. 650-16, AN ORDINANCE AMENDING THE PLANNED UNIT DEVELOPMENT PLAN FOR VINTAGE VILLAS PUD WITHIN THE CITY OF EVANS

**PRESENTED BY:** Fred Starr, Public Works and Community Development Director

---

**AGENDA ITEM DESCRIPTION:**

The applicant is requesting an Amendment of the Vintage Villas Planned Unit Development Plat for the purpose of reducing the number of platted lots from the originally approved 52 lots to 49 lots. This re-platting will allow for a reconfiguration of lots to provide more separation between lots and reduce the total number of platted lots by three.

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**ATTACHMENTS:**

- 1) **March 22, Planning Commission Staff Report**
- 2) **Ordinance No. 650-16**

---

**SUMMARY AND CONCLUSIONS:**

This is a request to amend the original Vintage Villas P.U.D. Subdivision Final Plat which was approved by the City of Evans Planning Commission on July 8, 2003 and by the City Council on August 5, 2003.

The Planning commission voted 5-0 to recommend that the City Council approved the proposed amendment to the Vintage Villas Planned Unit development Plat as proposed.

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**SUGGESTED MOTIONS:**

*"I move to Approve Ordinance No. 650-16 on second and final reading."*

*"I move to Deny Ordinance No. 650-16."*

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**PLANNING COMMISSION – MARCH 22<sup>TH</sup>, 2016**

**AGENDA ITEM:** Vintage Villas P.U.D. Amendment

**PREPARED BY:** Fred Starr, Community Development Director

**ACTION:** Review for recommendation to City Council

**REVIEWED BY:** Fred Starr, Community Development Director

**CITY COUNCIL DATE:** April 5, 2016

| <b>SITE INFORMATION</b>             |   |
|-------------------------------------|---|
| <b>Location:</b>                    | The site is generally located East of 65 <sup>th</sup> Avenue and North of 37 <sup>th</sup> Street at the SE Corner of the intersection of Chardonnay Street and Borrossa Street. (See attached Vicinity Map) |
| <b>Applicant:</b>                   | Vintage Villas Homeowners Association , Rick Hertzke as President   |
| <b>Existing Land Use:</b>           | Single Family Residential Planned Unit Development  |
| <b>Proposed Land Use:</b>           | Single Family Residential Planned Unit Development  |
| <b>Surrounding Land Uses:</b>       | <b>North</b> Single Family Residential, Grapevine Hollow Subdivision  |
|                                     | <b>South</b> Single Family Residential, Grapevine Hollow Subdivision  |
|                                     | <b>East</b> Single Family Residential, Grapevine Hollow Subdivision   |
|                                     | <b>West</b> Single Family Residential, Grapevine Hollow Subdivision   |
| <b>Existing Zoning:</b>             | P.U.D. - Vintage Villas Planned Unit Development  |
| <b>Proposed Zoning:</b>             | P.U.D. - Vintage Villas Planned Unit Development  |
| <b>Surrounding Zoning:</b>          | <b>North</b> R-1, Single Family Residential   |
|                                     | <b>South</b> R-2, Two Family Residential  |
|                                     | <b>East</b> R-1, Single Family Residential  |
|                                     | <b>West</b> R-2, Two Family Residential   |
| <b>Future Land Use Designation:</b> | P.U.D. - Vintage Villas Planned Unit Development - Residential  |



**PROJECT DESCRIPTION**

The applicant is requesting an Amendment of the Vintage Villas Planned Unit Development Plat for the purpose of reducing the number of platted lots from the originally approved 52 lots to 49 lots. This replatting will allow for a reconfiguration of lots to provide more separation between lots and reduce the total number of platted lots by three.

**APPLICABLE PROVISIONS**

1. An Amendment to an existing Planned Unit Development requires a recommendation by the Planning Commission and Approval by the City Council. Since the request is for a modification of the number and location of existing platted lots and outlots, the request is being processed as a Final Plat.
2. Since this request does not require modifications to existing public facilities or the requirement for additional public facilities, there is no requirement for engineering review or a development agreement.
3. The site is zoned PUD – Vintage Villas Planned Unit Development. There is no proposed amended to any other provisions of the Vintage Villas Planned Unit Development standards and guidelines. The purpose of this request is to reduce the overall number of lots and in doing so move some lot locations slightly to provide more space between platted lots.
4. 2010 Comprehensive Plan: The proposed amendment is in conformance with the Goals/Objectives and Recommendation of the Comprehensive Plan.
5. Since this request is for a reduction in the number of platted lots and does not require any additional public infrastructure or modification to existing infrastructure, the City Engineer and Public Works Department have no comments regarding this request.

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**SUMMARY**

This is a request to amend the original Vintage Villas P.U.D. Subdivision Final Plat which was approved by the City of Evans Planning Commission on July 8, 2003 and by the City Council on August 5, 2003.

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**STAFF RECOMMENDATION**

Staff recommends approval of the request to amend the Vintage Villas P.U.D. Subdivision Plat as proposed.

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**DRAFT MOTIONS:**

Motion to Approve: “I move to approve the Vintage Villas P.U.D. Subdivision Replat #2 as proposed.”

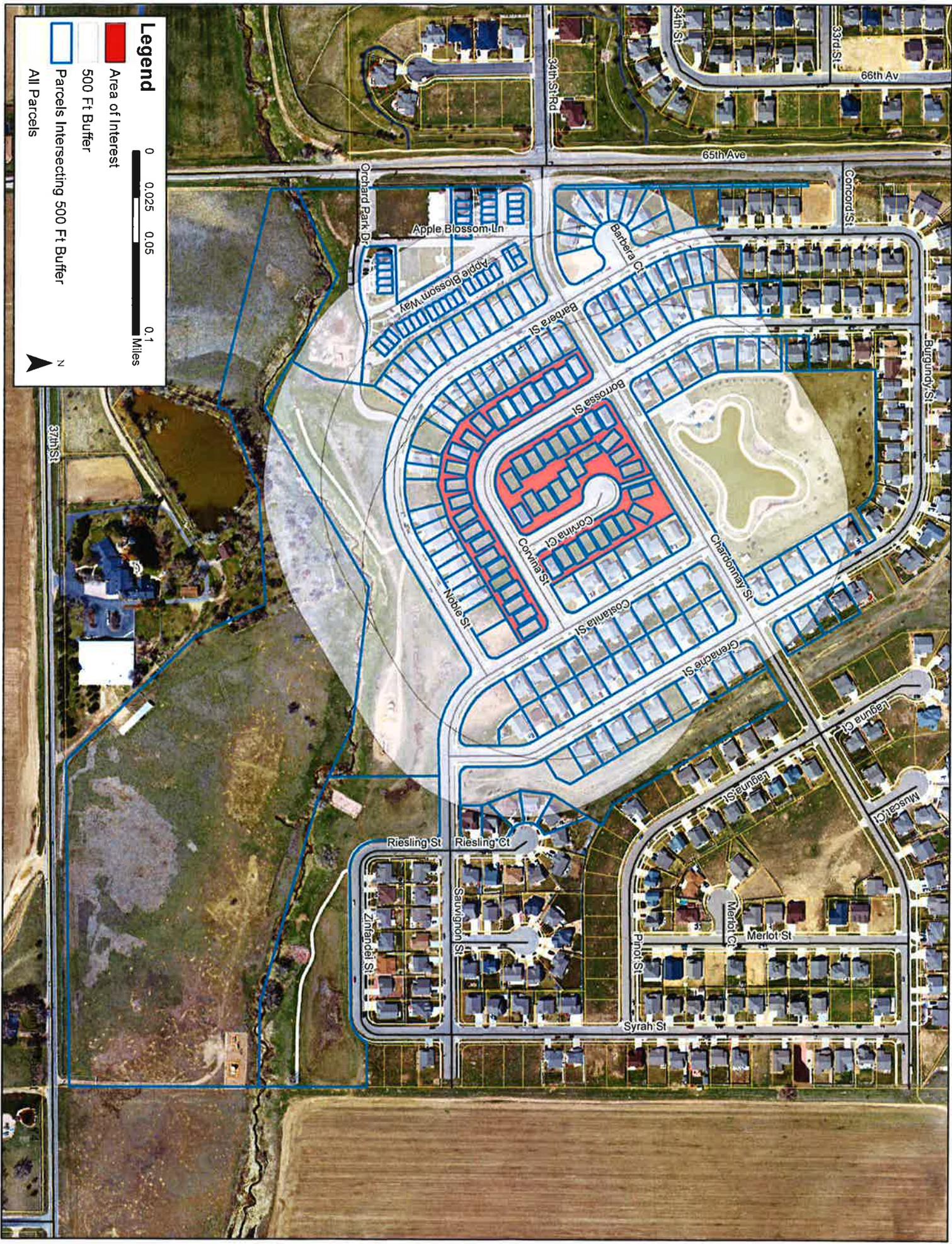
Motion to Deny: “I move to deny the Vintage Villas P.U.D. Subdivision Replat #2 as proposed.”

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**Attachments:** Vicinity Map; Vintage Villas P.U.D. Subdivision Replat #2







**Legend**

Area of Interest

500 Ft Buffer

Parcels Intersecting 500 Ft Buffer

All Parcels



CITY OF EVANS, COLORADO

ORDINANCE NO. 650-16

AN ORDINANCE AMENDING THE PLANNED UNIT DEVELOPMENT PLAN FOR  
VINTAGE VILLAS PUD WITHIN THE CITY OF EVANS

WHEREAS, application has been made to amend the Vintage Villas PUD Plan; and

WHEREAS, the Planning Commission recommended approval of the requested amendment at its meeting on March 22, 2016; and,

WHEREAS, the City Council, after considering the Planning Commission's recommendation, reviewing the file herein, and conducting a hearing concerning the PUD Amendment request in accordance with Chapter 18.28 of the Evans Municipal Code, find that the requested amendment would serve the public interest.

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

Section 1. PUD Amendment: The Vintage Villas PUD Plan is hereby amended as follows:

- A. The size and/or location of the building envelopes for Lots 16 through 19, 24 through 28, and 30 through 33 of Block 9, Lots 11 through 16 and Lots 18 and 19 of Block 10, Lots 20 through 27 of Block 11, and Outlots A, B, C and 4 of Vintage Villas P.U.D. Subdivision Replat #1, will be modified as shown on the amended final plat.

Section 2. Plat Recording: A replat showing the revised PUD plan shall be kept on file at the City of Evans and recorded at the Weld County Clerk and Recorder.

Section 3. Publication and Effective Date: This ordinance after its passage on final reading, shall be numbered, recorded, published and posted as required by the City Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the City Clerk, and by the Certificate of Publication. This ordinance shall become effective upon final passage.

PASSED and APPROVED at a regular meeting of the City Council of the City of Evans on this 5<sup>th</sup> day of April, 2016.

CITY OF EVANS, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

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

PASSED, APPROVED AND ADOPTED ON SECOND READING this 19<sup>th</sup> day of April, 2016.

CITY OF EVANS, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

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



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## COUNCIL COMMUNICATION

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**DATE:** April 19, 2016

**AGENDA ITEM:** 7.D

**SUBJECT:** 2016 Budget 1st Revision - Ordinance No. 651-16 – Amending Ordinance No. 632-15 and Appropriating Sum of Revenues and Fund Balances for the Amended 2016 City of Evans Budget (1<sup>st</sup> Reading)

**PRESENTED BY:** Jacque Troudt, CPA, Finance Manager

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### 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. 651-16 is the first revision to the 2016 Operating and Capital Budget. The original 2016 Budget was approved by Ordinance No. 632-15 on October 20<sup>th</sup> 2015.

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### 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 is for completion of the Laserfische document retention system for \$7,500.

Item 1.2 is for completion of the Cemetery Software/GIS Project for 5,000.

Item 1.3 will spend \$6,000 of Traffic Calming Funds to install LED flashing stop signs, and resident communication signs.

Item 1.4 will carry forward \$15,000 for Police Officers signing bonuses.

Item 1.5 is for the completion of the budgeting and financial reporting software for \$48,350.

Item 1.6, 1.7 and 1.8 represent grant costs for the Sediment Transport Study, South Platte Restoration Master Plan, and the Watershed Coordinator. The associated expenditures for these projects are \$144,783, \$1,918 and \$78,568, respectively.

Item 1.8 is for the purchase of 2 single axle dump trucks, \$350,000.

Item 1.9 represents completion of the Prairie View Drive Landscaping project for \$417,400 and the US 85 Entryway & Landscaping project for \$405,786.

One-time funding items shown in 1.21 total \$29,800. The chart below outlines the items included in this list.

|                                |          |
|--------------------------------|----------|
| Vehicle Safety Equipment       | \$3,800  |
| Public Works Internet          | \$10,000 |
| Uninterruptable Power Supplies | \$5,500  |
| Storefront Improvement Grants  | \$10,500 |

The Cemetery perpetual care fund includes a carry forward for the construction of a maintenance shed for \$75,000, item 1.10.

The Street Impact fund includes carry forward of budget for the completion of construction on the 37<sup>th</sup> Street Access Control, 35<sup>th</sup> Avenue widening and 65<sup>th</sup> Avenue widening, see 1.12.

The Park Impact fund includes an expenditure for completing the lighting project at Renaissance Park for \$110,000, see 1.11.

The Conservation Trust Fund includes funds to replace the playground equipment at City Park and Village Park, see item 1.13, for a total of \$82,000.

The CIP – Streets fund includes carryforward of road projects at item 1.14. These include:

- Flood Street repair, \$260,073
- US 85 Access Control at 31<sup>st</sup> and 37<sup>th</sup> Streets, \$917,838
- Highway 85 Improvements, \$13,650
- Street lighting, \$50,000
- Bridge repair, \$24,000
- 35<sup>th</sup> Avenue widening- 37<sup>th</sup> to Prairie View, \$1,379,490
- 65<sup>th</sup> Avenue widening, \$47,500
- 85 Access Control at 31<sup>st</sup> Street, \$578,000
- Evans Ditch Bike Path, \$118,888

The CIP – Parks fund includes an item at 1.15 for the carryover of design budget for the renovation of Riverside Park, for \$359,142.

Revision items for the Water fund include:

1.16 increasing expense by \$61,882 to complete the utility billing software replacement. The expenses for this software upgrade will be split among the water, wastewater and sewer funds, based upon respective revenue.

1.17 increasing expense by \$11,000 for the Sensus server replacements, which will assist the new utility billing software.

1.18 increasing expense by \$3,000 for water hydrant testing.

1.19 increasing expense and related loan revenue by \$126,384 to complete the water meter radio replacement program.

1.24 increasing expense by \$97,950 and related grant revenue of \$87,184 for the Water Utility Master Plan.

The Waste Water fund includes the following revision items:

1.16 increasing expense by \$20,333 to complete the utility billing software replacement. The expenses for this software upgrade will be split among the water, wastewater and sewer funds, based upon respective revenue.

1.20 increasing expense by \$50,500 for the purchase of a 6” pump and related hoses

1.25 includes design costs for the new Wastewater Treatment Plant of \$1,131,289 and grant revenue of \$1,650,272.

1.26 represents anticipated FEMA revenue of \$508,873 for costs incurred permanently repairing the Wastewater Treatment Facility.

The Storm Drainage fund will also have an increase in expenses for new utility billing software update at 1.16, which will cost the Storm fund approximately \$6,188. Additionally, items 1.22 and 1.23 show the 2015 fund carryover projects of the 43<sup>rd</sup> and Central Storm Drain, and the 29<sup>th</sup> and Anchor Inlet for \$141,009 and \$75,000, respectively. Also included is \$141,009 of grant revenue and expense for item 1.6, Stormwater Management Plan.

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

Attachment "A" identifies the detailed changes for the proposed revisions to the 2016 Budget. The details are also summarized in the heading of the appropriation ordinance.

Attachment "B" includes the Beginning Balance by Fund based on preliminary audited balances. Final audited balances will be presented by our external auditors by the end of May. The preliminary audited 2015 ending balance of all funds of \$23,162,939 is higher than the 2015 adopted budget projection (including the impact of the final budget revision of 2015) of \$13,933,601. The majority of the difference is in the General Fund (+\$4,573,693), Street Impact Fund (+\$891,356), CIP- Streets fund (+\$944,543), and the Water Fund (+\$1,118,991). The General Fund variance was due to higher than projected revenues and budget savings. The Street Impact Fund, CIP- Streets Fund, and Water Funds budgeted for capital projects in 2015 which were not completed and are being carried forward to 2016.

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 [jtroutd@evanscolorado.gov](mailto:jtroutd@evanscolorado.gov).

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**RECOMMENDATION:**

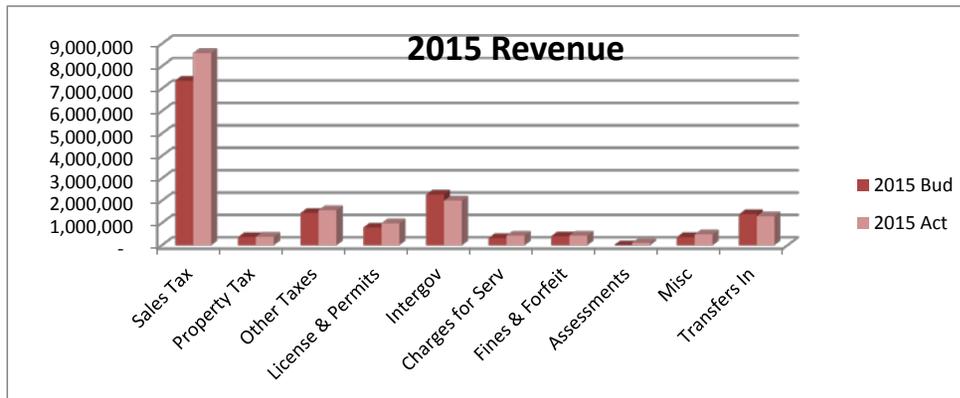
Staff recommends approval of the ordinance.

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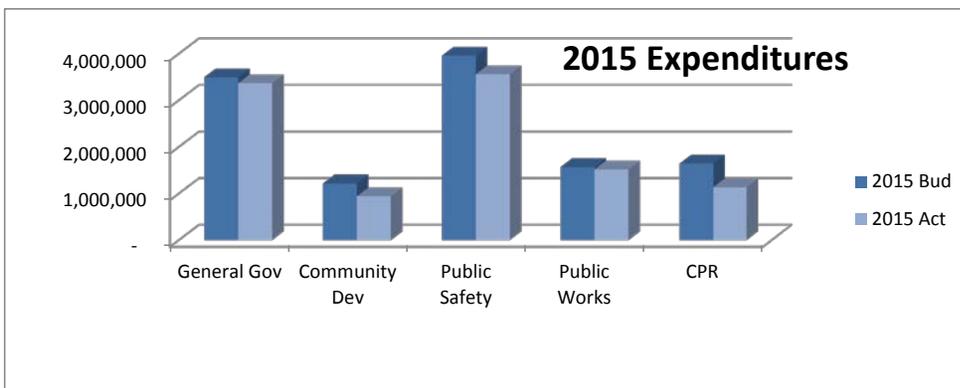
**SUGGESTED MOTIONS:**

*I move to approve Ordinance No. 651-16 on second reading.*

*I move to deny approval of Ordinance No. 651-16 on second reading.*



| Revenues          | 2015 Bud          | 2015 Act          | Variance         |
|-------------------|-------------------|-------------------|------------------|
| Sales Tax         | 7,358,786         | 8,583,726         | 1,224,940        |
| Property Tax      | 361,018           | 373,971           | 12,953           |
| Other Taxes       | 1,446,192         | 1,565,219         | 119,027          |
| License & Permits | 795,402           | 973,894           | 178,492          |
| Intergov          | 2,271,434         | 1,997,757         | (273,677)        |
| Charges for Serv  | 323,210           | 430,983           | 107,773          |
| Fines & Forfeit   | 409,130           | 429,752           | 20,622           |
| Assessments       | -                 | 99,813            | 99,813           |
| Misc              | 357,212           | 480,589           | 123,377          |
| Transfers In      | 1,382,808         | 1,300,292         | (82,516)         |
| <b>TOTAL</b>      | <b>14,705,192</b> | <b>16,235,994</b> | <b>1,530,803</b> |



| Expenditures          | 2015 Bud          | 2015 Act          | Variance           |
|-----------------------|-------------------|-------------------|--------------------|
| General Gov           | 3,495,328         | 3,365,927         | (129,401)          |
| Community Dev         | 1,219,670         | 941,731           | (277,939)          |
| Public Safety         | 3,956,924         | 3,558,558         | (398,366)          |
| Public Works          | 1,570,895         | 1,516,722         | (54,173)           |
| CPR                   | 1,641,695         | 1,133,564         | (508,131)          |
| <b>Total oper exp</b> | <b>11,884,512</b> | <b>10,516,503</b> | <b>(1,368,010)</b> |

| Exp Summary   | 2015 Bud  | 2015 Act  | Variance    |
|---------------|-----------|-----------|-------------|
| Total Payroll | 7,740,324 | 6,867,181 | (873,143)   |
| Total S & S   | 4,525,931 | 3,717,058 | (808,873)   |
| Estip         | -         | -         | -           |
| CIP / AMP     | 2,955,822 | 1,601,447 | (1,354,375) |
| Debt          | 289,170   | 289,169   | (1)         |
| EFPD IGA      | 471,358   | 471,358   | -           |
| Flood         | 371,742   | 366,418   | (5,324)     |

| Other Targets          | 2015 Bud    | 2015 Act         |
|------------------------|-------------|------------------|
| Excess Revenue Over    |             |                  |
| (Under) Expenditures   | (2,787,842) | 1,785,851        |
| Operating (deficit)    |             |                  |
| overage                | 1,437,871   | 4,419,200        |
| Ending Fund Balance    | 5,480,784   | 10,054,477       |
| Minimum Target Reserve | 2,281,402   | 1,918,343        |
| Available Funds        | 3,199,382   | <b>8,136,133</b> |

CITY OF EVANS, COLORADO

ORDINANCE NO. 651-16

AN ORDINANCE AMENDING THE 2016 BUDGET; INCREASING GENERAL FUND REVENUES BY \$225,287, APPROPRIATING GENERAL FUND EXPENDITURES OF \$1,860,122, APPROPRIATING CEMETERY PERPETUAL CARE FUND EXPENDITURES OF \$75,000, INCREASING STREET IMPACT FUND REVENUES BY \$462,599, APPROPRIATING STREET IMPACT FUND EXPENDITURES OF \$1,259,478, APPROPRIATING PARK IMPACT FUND EXPENDITURES OF \$110,000, APPROPRIATING CONSERVATION TRUST FUND EXPENDITURES OF \$82,000, INCREASING CIP STREETS FUND REVENUES BY \$2,460,290, APPROPRIATING CIP STREETS FUND EXPENDITURES OF \$3,686,439, APPROPRIATING CIP PARKS FUND EXPENDITURES OF \$359,142, INCREASING WATER FUND REVENUES BY \$213,568, APPROPRIATING WATER FUND EXPENSES OF \$300,215, INCREASING WASTE WATER FUND REVENUES BY \$2,159,145, APPROPRIATING WASTE WATER FUND EXPENSES OF \$1,202,122, INCREASING STORM DRAINAGE FUND REVENUES BY \$180,526, APPROPRIATING STORM DRAINAGE FUND EXPENSES OF \$402,723.

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, Cemetery Perpetual Care Fund, Street Impact Fund, Park Impact Fund, Conservation Trust Fund, Capital Projects – Streets Fund, Capital Projects – Parks 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 5<sup>th</sup> day of April, 2016.

CITY OF EVANS, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

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

PASSED, APPROVED AND ADOPTED ON SECOND READING this 19<sup>th</sup> day of April, 2016.

CITY OF EVANS, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

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

**Attachment A**  
**2016 Budget Revision #1**

| #                         | Description   | Fund/Funding Source                       | Reserves  | Revenue | Expense                                   |
|---------------------------|---|---|-----------|---------|---|
| 1.1                       | Laserfische Project   | General: 2015 Carryforward - Fund Balance | 7,500     | -       | 7,500                                     |
| 1.2                       | Cemetetery Software/GIS Project                             | General: 2015 Carryforward - Fund Balance | 5,000     | -       | 5,000                                     |
| 1.3                       | LED Flashing Light Stop Sign & Resident Communication Signs | General: Traffic Calming Funds            | 6,000     | -       | 6,000                                     |
| 1.4                       | Police Department Signing Bonus                             | General: 2015 Carryforward - Fund Balance | 15,000    | -       | 15,000                                    |
| 1.5                       | Budgeting Software  | General: 2015 Carryforward - Fund Balance | 48,350    | -       | 48,350                                    |
| 1.6                       | Sediment Transport Study                                    | General: Grant Revenue                    | -         | 144,783 | 144,783                                   |
| 1.6                       | South Platte River Restoration Master Plan                  | General: Grant Revenue                    | -         | 1,918   | 1,918                                     |
| 1.7                       | Watershed Coordinator                                       | General: Grant revenue                    | -         | 78,586  | 78,586                                    |
| 1.8                       | 2 Single Axle Dump Trucks                                   | General: 2015 Carryforward - Fund Balance | 350,000   | -       | 350,000                                   |
| 1.9                       | Prairie View Landscaping Project                            | General: 2015 Carryforward - Fund Balance | 417,400   | -       | 417,400                                   |
| 1.9                       | US 85 Entryway & Landscaping Project                        | General: 2015 Carryforward - Fund Balance | 405,786   | -       | 405,786                                   |
| 1.9                       | Pioneer Park Non-Potable                                    | General: 2015 Carryforward - Fund Balance | 350,000   | -       | 350,000                                   |
| 1.21                      | Vehicle Safety Equipment                                    | General: Excess Fund Balance              | 3,800     | -       | 3,800                                     |
| 1.21                      | Public Works Internet                                       | General: Excess Fund Balance              | 10,000    | -       | 10,000                                    |
| 1.21                      | IT - Uninterruptible Power Supplies                         | General: Excess Fund Balance              | 5,500     | -       | 5,500                                     |
| 1.21                      | Storefront Improvement Grants                               | General: Excess Fund Balance              | 10,500    | -       | 10,500                                    |
| <b>Total General Fund</b> |   |   | 1,634,835 | 225,287 | 1,860,122                                 |
|                           |   |   |           |         | <i>Fund Balance Impact</i><br>(1,634,835) |

| #   | Description                                     | Fund/Funding Source                                       | Reserves  | Revenue   | Expense                                   |
|---|---|---|-----------|-----------|---|
| 1.10                                      | Cemetery maintenance building                   | Cemetery Perpetual Care: 2015 Carryforward - Fund Balance | 75,000    | -         | 75,000                                    |
| <b>Total Cemetery Perpetual Care Fund</b> |   |   | 75,000    | -         | 75,000                                    |
|   |   |   |           |           | <i>Fund Balance Impact</i><br>(75,000)    |
| 1.12                                      | 37th Street Access Control                      | Street Impact: 2015 Carryforward - Fund Balance           | 172,000   | -         | 172,000                                   |
| 1.12                                      | 35th Avenue Widening                            | Street Impact: 2015 Carryforward - Fund Balance           | 244,401   | 462,599   | 707,000                                   |
| 1.12                                      | 65th Avenue Widening                            | Street Impact: 2015 Carryforward - Fund Balance           | 380,478   | -         | 380,478                                   |
| <b>Total Street Impact Fund</b>           |   |   | 796,879   | 462,599   | 1,259,478                                 |
|   |   |   |           |           | <i>Fund Balance Impact</i><br>(796,879)   |
| 1.11                                      | Renaissance Park lighting                       | Parks Impact: 2015 Carryforward - Fund Balance            | 110,000   | -         | 110,000                                   |
| <b>Total Parks Impact Fund</b>            |   |   | 110,000   | -         | 110,000                                   |
|   |   |   |           |           | <i>Fund Balance Impact</i><br>(110,000)   |
| 1.13                                      | Playground replacement- City Park/ Village Park | CTF: 2015 Carryforward - Fund Balance                     | 82,000    | -         | 82,000                                    |
| <b>Total Conservation Trust Fund</b>      |   |   | 82,000    | -         | 82,000                                    |
|   |   |   |           |           | <i>Fund Balance Impact</i><br>(82,000)    |
| 1.14                                      | Flood Street Repair                             | CIP Streets: 2015 Carryforward - Fund Balance             | 260,073   | -         | 260,073                                   |
| 1.14                                      | US 85 Access Control @ 31st and 37th Streets    | CIP Streets: 2015 Carryforward - Fund Balance             | 170,838   | 747,000   | 917,838                                   |
| 1.14                                      | Highway 85 Improvements                         | CIP Streets: 2015 Carryforward - Fund Balance             | 13,650    | -         | 13,650                                    |
| 1.14                                      | Street Lighting                                 | CIP Streets: 2015 Carryforward - Fund Balance             | 50,000    | -         | 50,000                                    |
| 1.14                                      | Bridge Repair                                   | CIP Streets: 2015 Carryforward - Fund Balance             | 24,000    | -         | 24,000                                    |
| 1.14                                      | 35th Avenue widening- 37th to Prairie View      | CIP Streets: 2015 Carryforward - Fund Balance             | 264,490   | 1,115,000 | 1,379,490                                 |
| 1.14                                      | 65th Avenue Widening                            | CIP Streets: 2015 Carryforward - Fund Balance             | 47,500    | -         | 47,500                                    |
| 1.14                                      | 85 Access Control @ 31st Street                 | CIP Streets: 2015 Carryforward - Fund Balance             | 276,710   | 598,290   | 875,000                                   |
| 1.14                                      | Evans Ditch Bike Path                           | CIP Streets: 2015 Carryforward - Fund Balance             | 118,888   | -         | 118,888                                   |
| <b>Total CIP Streets Fund</b>             |   |   | 1,226,149 | 2,460,290 | 3,686,439                                 |
|   |   |   |           |           | <i>Fund Balance Impact</i><br>(1,226,149) |

| #                                | Description                             | Fund/Funding Source                                     | Reserves  | Revenue   | Expense                                 |
|----------------------------------|---|---|-----------|-----------|---|
| 1.15                             | Riverside Park                          | CIP Parks: 2015 Carryforward - Fund Balance             | 359,142   | -         | 359,142                                 |
| <b>Total CIP Parks Fund</b>      |   |   | 359,142   | -         | 359,142                                 |
|                                  |   |   |           |           | <i>Fund Balance Impact</i><br>(359,142) |
| 1.16                             | Utility Billing Software                | Water: 2015 Carryforward - Fund Balance                 | 61,882    | -         | 61,882                                  |
| 1.17                             | Sensus Server Replacements - AMP        | Water: 2015 Carryforward - Fund Balance                 | 11,000    | -         | 11,000                                  |
| 1.18                             | Water hydrant testing                   | Water: Current Year Revenue                             | 3,000     | -         | 3,000                                   |
| 1.19                             | Radio- Water Meter Replacement Project  | Water: Loan Revenue                                     | -         | 126,384   | 126,384                                 |
| 1.24                             | Water Utility Master Plan               | Water: Grant Revenue & 2015 Carryforward - Fund Balance | 10,766    | 87,184    | 97,950                                  |
| <b>Total Water Fund</b>          |   |   | 86,647    | 213,568   | 300,215                                 |
|                                  |   |   |           |           | <i>Fund Balance Impact</i><br>(86,647)  |
| 1.16                             | Utility Billing Software                | Wastewater: 2015 Carryforward - Fund Balance            | 20,333    | -         | 20,333                                  |
| 1.20                             | Purchase of 6" pump and hoses           | Wastewater: 2015 Carryforward - Fund Balance            | 50,500    | -         | 50,500                                  |
| 1.25                             | WW Treatment Plant Project              | Wastewater: Grant Revenue                               | (518,983) | 1,650,272 | 1,131,289                               |
| 1.26                             | FEMA revenue for WWTP permanent repairs | Wastewater: Grant Revenue                               | (508,873) | 508,873   | -                                       |
| <b>Total Waste Water Fund</b>    |   |   | (957,023) | 2,159,145 | 1,202,122                               |
|                                  |   |   |           |           | <i>Fund Balance Impact</i><br>957,023   |
| 1.6                              | Stormwater Management Plan              | Storm: Grant Revenue                                    | -         | 180,526   | 180,526                                 |
| 1.22                             | 43rd and Central Storm Sewer            | Storm: 2015 Carryforward - Fund Balance                 | 141,009   | -         | 141,009                                 |
| 1.23                             | 29th and Anchor Inlet                   | Storm: 2015 Carryforward - Fund Balance                 | 75,000    | -         | 75,000                                  |
| 1.16                             | Utility Billing Software                | Storm: 2015 Carryforward - Fund Balance                 | 6,188     | -         | 6,188                                   |
| <b>Total Storm Drainage Fund</b> |   |   | 222,197   | 180,526   | 402,723                                 |
|                                  |   |   |           |           | <i>Fund Balance Impact</i><br>(222,197) |

## Attachment B

2016 Budget Revision #1 V2

| Fund/Department                        | Beginning Balance       | Operating & Capital Revenue | Transfers In     | Operating Expenditures | Capital Exp / Asset Management / Debt | Transfers Out    | Budgeted Balance  |
|--|-------------------------|-----------------------------|------------------|------------------------|---------------------------------------|------------------|-------------------|
| <b>General Fund</b>                    | 10,054,477              |                             |                  |                        |                                       |                  |                   |
| General Government                     |                         | 12,303,451                  | 1,403,196        | 3,396,138              | 3,454,301                             | 600,000          |                   |
| Community Development                  |                         |                             |                  | 918,650                |                                       |                  |                   |
| Public Safety                          |                         |                             |                  | 3,842,591              |                                       |                  |                   |
| Public Works                           |                         |                             |                  | 1,608,289              |                                       |                  |                   |
| Culture, Parks & Recreation            |                         |                             |                  | 1,510,357              |                                       |                  |                   |
| Disaster Response                      |                         |                             |                  | 277,690                |                                       |                  |                   |
| <b>Total General Fund</b>              | <b>10,054,477</b>       | <b>12,303,451</b>           | <b>1,403,196</b> | <b>11,553,715</b>      | <b>3,454,301</b>                      | <b>600,000</b>   | <b>8,153,108</b>  |
| <b>Emergency Contingency Fund</b>      | 1,000,000               | -                           | -                | -                      | -                                     | -                | 1,000,000         |
| <b>Cemetery Perpetual Care Fund</b>    | 92,753                  | 2,700                       | -                | -                      | 75,000                                | -                | 20,453            |
| <b>Fire Impact Fund</b>                | 315,886                 | 2,740                       | -                | -                      | -                                     | -                | 318,626           |
| <b>Street Impact Fund</b>              | 1,150,899               | 466,988                     | -                | -                      | 1,509,478                             | -                | 108,409           |
| <b>Parks Impact Fund</b>               | 1,612,231               | 12,118                      | -                | -                      | 110,000                               | -                | 1,514,349         |
| <b>Conservation Trust Fund</b>         | 465,515                 | 189,203                     | -                | -                      | 177,000                               | -                | 477,718           |
| <b>Refuse Collection Fund</b>          | 419,475                 | 661,612                     | -                | 621,573                | -                                     | 33,081           | 426,433           |
| <b>Capital Projects Fund - Streets</b> | 2,480,535               | 4,060,573                   | 600,000          | 450,073                | 6,421,866                             | -                | 269,169           |
| <b>Capital Projects Fund - Parks</b>   | 1,116,484               | 1,655,148                   | -                | 35,000                 | 2,013,215                             | -                | 723,417           |
| <b>Waterworks Fund</b>                 | <sup>1)</sup> 2,422,631 | 5,114,582                   | -                | 3,892,088              | 462,800                               | 733,952          | 2,448,373         |
| <b>Waste Water Fund</b>                | <sup>1)</sup> 1,336,265 | 4,449,306                   | -                | 1,318,211              | 1,620,122                             | 475,542          | 2,371,696         |
| <b>Storm Drainage Fund</b>             | <sup>1)</sup> 646,321   | 682,350                     | -                | 208,937                | 272,197                               | 160,620          | 686,917           |
| <b>Cemetery Endowment Fund</b>         | 49,467                  | 6,000                       | -                | 6,000                  | -                                     | -                | 49,467            |
| <b>TOTAL ALL FUNDS</b>                 | <b>23,162,939</b>       | <b>29,606,771</b>           | <b>2,003,196</b> | <b>18,085,596</b>      | <b>16,115,979</b>                     | <b>2,003,196</b> | <b>18,568,135</b> |

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

### City of Evans General Fund Long Range Financial Plan

|   | 2013<br>Actual    | 2014<br>Actual    | 2015<br>Budget V4  | 2015<br>Actual    | 2016<br>Budget    | 2016<br>Budget V2  | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|-------------------|-------------------|--------------------|-------------------|-------------------|--------------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance                  | 4,784,176         | 8,831,630         | 8,268,626          | 8,268,626         | 10,054,477        | 10,054,477         | 8,153,108         | 8,554,320         | 8,788,813         | 9,049,136         |
| <b>Revenues:</b>                        |                   |                   |                    |                   |                   |                    |                   |                   |                   |                   |
| Sales Tax                               | 7,711,690         | 9,633,263         | 7,358,786          | 8,583,726         | 7,514,993         | 7,514,993          | 7,690,944         | 7,872,174         | 8,058,840         | 8,251,106         |
| Property Tax                            | 412,085           | 388,013           | 361,018            | 373,971           | 432,336           | 432,336            | 436,659           | 441,026           | 445,436           | -                 |
| Other Taxes                             | 1,212,154         | 1,478,037         | 1,446,192          | 1,565,219         | 779,666           | 779,666            | 796,302           | 813,856           | 832,382           | 851,936           |
| License & Permits                       | 1,240,406         | 1,037,884         | 795,402            | 973,894           | 955,767           | 955,767            | 982,827           | 1,010,884         | 1,039,979         | 1,070,157         |
| Intergovernmental                       | 945,243           | 2,397,488         | 2,271,434          | 1,997,757         | 1,543,543         | 1,768,830          | 1,424,926         | 1,412,894         | 1,455,281         | 1,498,940         |
| Charges for Services                    | 354,067           | 399,017           | 323,210            | 430,983           | 373,853           | 373,853            | 373,982           | 374,113           | 374,246           | 374,381           |
| Fines & Forfeitures                     | 451,933           | 399,763           | 409,130            | 429,752           | 362,370           | 362,370            | 370,882           | 371,397           | 371,916           | 372,441           |
| Assessments                             | 7,423             | 46,968            | -                  | 99,813            | -                 | -                  | -                 | -                 | -                 | -                 |
| Misc                                    | 2,813,692         | 195,744           | 357,212            | 480,589           | 115,636           | 115,636            | 102,505           | 108,154           | 108,154           | 108,154           |
| <b>Total revenues</b>                   | <b>15,148,693</b> | <b>15,976,178</b> | <b>13,322,384</b>  | <b>14,935,702</b> | <b>12,078,164</b> | <b>12,303,451</b>  | <b>12,179,028</b> | <b>12,404,497</b> | <b>12,686,234</b> | <b>12,527,115</b> |
| CT                                      | 15,148,693        | 15,976,178        | 13,322,384         | 14,935,702        | 12,078,164        | 12,303,451         | 12,179,028        | 12,404,497        | 12,686,234        | 12,527,115        |
| Transfers In                            | 1,292,416         | 1,173,367         | 1,382,808          | 1,300,292         | 1,403,196         | 1,403,196          | 1,425,285         | 1,446,867         | 1,468,050         | 1,489,551         |
| <b>Total Available Funds</b>            | <b>16,441,110</b> | <b>17,149,545</b> | <b>14,705,192</b>  | <b>16,235,994</b> | <b>13,481,360</b> | <b>13,706,647</b>  | <b>13,604,313</b> | <b>13,851,364</b> | <b>14,154,285</b> | <b>14,016,666</b> |
| <b>Total Annual Increase</b>            | <b>22.23%</b>     | <b>4.31%</b>      | <b>12.21%</b>      | <b>-6.85%</b>     | <b>-16.97%</b>    | <b>-15.58%</b>     | <b>0.91%</b>      | <b>1.82%</b>      | <b>2.19%</b>      | <b>-0.97%</b>     |
| <b>Expenditures:</b>                    |                   |                   |                    |                   |                   |                    |                   |                   |                   |                   |
| GG Personnel                            | 1,211,641         | 1,366,897         | 1,801,127          | 1,793,914         | 2,022,963         | 2,022,963          | 2,088,102         | 2,155,339         | 2,224,741         | 2,296,378         |
| GG Operations                           | 1,549,129         | 1,685,271         | 1,694,201          | 1,572,013         | 1,345,250         | 1,373,175          | 1,353,179         | 1,409,639         | 1,412,027         | 1,477,033         |
| <b>General Government</b>               | <b>2,760,770</b>  | <b>3,052,168</b>  | <b>3,495,328</b>   | <b>3,365,927</b>  | <b>3,368,213</b>  | <b>3,396,138</b>   | <b>3,441,282</b>  | <b>3,564,978</b>  | <b>3,636,768</b>  | <b>3,773,411</b>  |
|   | 8.98%             | 10.55%            | 11.03%             | 9.23%             | 0.07%             | 0.90%              | 2.17%             | 3.59%             | 2.01%             | 3.76%             |
| CD Personnel                            | 272,528           | 324,666           | 571,259            | 406,472           | 501,710           | 571,296            | 517,866           | 534,541           | 551,753           | 569,519           |
| CD Operations                           | 205,395           | 322,194           | 648,412            | 535,259           | 181,153           | 347,354            | 185,682           | 190,324           | 195,082           | 199,959           |
| <b>Community Development</b>            | <b>477,923</b>    | <b>646,860</b>    | <b>1,219,670</b>   | <b>941,731</b>    | <b>682,863</b>    | <b>918,650</b>     | <b>703,547</b>    | <b>724,865</b>    | <b>746,835</b>    | <b>769,478</b>    |
|   | -24.14%           | 35.35%            | 77.09%             | 30.57%            | -27.49%           | -2.45%             | 3.03%             | 3.03%             | 3.03%             | 3.03%             |
| PS Personnel                            | 2,934,144         | 3,113,887         | 3,521,710          | 3,183,642         | 3,545,956         | 3,560,956          | 3,660,136         | 3,777,992         | 3,899,643         | 4,025,212         |
| PS Operations                           | 322,342           | 330,304           | 435,215            | 374,916           | 281,635           | 288,676            | 288,676           | 295,893           | 303,290           | 310,873           |
| <b>Public Safety</b>                    | <b>3,256,487</b>  | <b>3,444,191</b>  | <b>3,956,924</b>   | <b>3,558,558</b>  | <b>3,827,591</b>  | <b>3,849,632</b>   | <b>3,948,812</b>  | <b>4,073,885</b>  | <b>4,202,934</b>  | <b>4,336,084</b>  |
|   | 0.05%             | 5.76%             | 3.15%              | 2.91%             | 7.56%             | 7.98%              | 3.17%             | 3.17%             | 3.17%             | 3.17%             |
| PW Personnel                            | 826,500           | 689,503           | 802,571            | 802,571           | 808,787           | 808,787            | 834,830           | 861,711           | 889,458           | 918,099           |
| PW Operations                           | 702,696           | 665,436           | 768,324            | 714,151           | 793,502           | 799,502            | 813,340           | 833,673           | 854,515           | 875,878           |
| <b>Public Works</b>                     | <b>1,529,195</b>  | <b>1,354,939</b>  | <b>1,570,895</b>   | <b>1,516,722</b>  | <b>1,602,289</b>  | <b>1,608,289</b>   | <b>1,648,169</b>  | <b>1,695,384</b>  | <b>1,743,973</b>  | <b>1,793,977</b>  |
|   | 4.41%             | -11.40%           | 0.31%              | 10.26%            | 5.64%             | 6.04%              | 2.86%             | 2.86%             | 2.87%             | 2.87%             |
| CPR Personnel                           | 598,484           | 628,565           | 765,841            | 680,582           | 800,955           | 800,955            | 826,746           | 853,367           | 880,846           | 909,209           |
| CPR Operations                          | 295,092           | 288,369           | 875,854            | 452,982           | 709,402           | 709,402            | 724,892           | 740,742           | 756,960           | 773,554           |
| <b>Culture, Parks &amp; Rec</b>         | <b>893,576</b>    | <b>916,934</b>    | <b>1,641,695</b>   | <b>1,133,564</b>  | <b>1,510,357</b>  | <b>1,510,357</b>   | <b>1,551,638</b>  | <b>1,594,109</b>  | <b>1,637,806</b>  | <b>1,682,763</b>  |
|   | -8.70%            | 2.61%             | 12.81%             | 13.20%            | 33.24%            | 33.24%             | 2.73%             | 2.74%             | 2.74%             | 2.74%             |
| IGA - Fire Services                     | 462,498           | 448,918           | 471,358            | 471,358           | 474,137           | 474,137            | 485,991           | 498,140           | 510,594           | 523,359           |
| Asset Management                        | 404,369           | 239,217           | 480,568            | 396,344           | 686,220           | 738,445            | 530,580           | 573,202           | 523,637           | 318,804           |
| Debt                                    | 14,210            | 289,483           | 289,170            | 289,169           | 293,741           | 293,741            | 293,082           | 292,307           | 291,416           | 290,410           |
| <b>Total operating expenditures</b>     | <b>9,799,028</b>  | <b>10,392,708</b> | <b>13,125,609</b>  | <b>11,673,374</b> | <b>12,445,411</b> | <b>12,782,348</b>  | <b>12,603,101</b> | <b>13,016,871</b> | <b>13,293,962</b> | <b>13,488,286</b> |
| <b>Total Annual Increase</b>            | <b>-11.83%</b>    | <b>6.06%</b>      | <b>10.06%</b>      | <b>10.05%</b>     | <b>6.61%</b>      | <b>9.50%</b>       | <b>1.27%</b>      | <b>3.28%</b>      | <b>2.13%</b>      | <b>1.46%</b>      |
| Disaster Response & Recovery            | 424,257           | 705,389           | 371,742            | 366,418           | 277,690           | 277,690            | -                 | -                 | -                 | -                 |
| Capital Improvements                    | 621,934           | 4,537,878         | 2,475,254          | 1,205,104         | 150,000           | 1,673,186          | -                 | -                 | -                 | -                 |
| Transfers Out (To Fire Protection Dist) | 300,000           | -                 | -                  | -                 | -                 | -                  | -                 | -                 | -                 | -                 |
| Transfers Out (To other City Funds)     | 2,570,543         | 2,076,574         | 1,520,429          | 1,205,248         | 874,792           | 874,792            | 600,000           | 600,000           | 600,000           | 600,000           |
| Transfers In (From EC Fund)             | 1,322,107         | -                 | -                  | -                 | -                 | -                  | -                 | -                 | -                 | -                 |
| <b>Excess Revenue Over (Under)</b>      | <b>4,047,455</b>  | <b>(563,004)</b>  | <b>(2,787,842)</b> | <b>1,785,851</b>  | <b>(266,533)</b>  | <b>(1,901,369)</b> | <b>401,212</b>    | <b>234,493</b>    | <b>260,323</b>    | <b>(71,620)</b>   |
| <b>Ending Fund Balance</b>              | <b>8,831,630</b>  | <b>8,268,626</b>  | <b>5,480,784</b>   | <b>10,054,477</b> | <b>9,787,944</b>  | <b>8,153,108</b>   | <b>8,554,320</b>  | <b>8,788,813</b>  | <b>9,049,136</b>  | <b>8,977,516</b>  |
| CT                                      | 8,831,630         | 8,268,626         | 5,480,784          | 10,054,477        | 9,787,944         | 8,153,108          | 8,554,320         | 8,788,813         | 9,049,136         | 8,977,516         |
| <b>Minimum Target Reserve</b>           | <b>1,449,757</b>  | <b>1,598,177</b>  | <b>2,281,402</b>   | <b>1,918,343</b>  | <b>2,111,353</b>  | <b>2,195,587</b>   | <b>2,150,775</b>  | <b>2,254,218</b>  | <b>2,323,491</b>  | <b>2,372,071</b>  |
| <b>Available Funds</b>                  | <b>7,381,873</b>  | <b>6,670,449</b>  | <b>3,199,382</b>   | <b>8,136,133</b>  | <b>7,676,591</b>  | <b>5,957,521</b>   | <b>6,403,545</b>  | <b>6,534,596</b>  | <b>6,725,645</b>  | <b>6,605,445</b>  |

### City of Evans Cemetery Perpetual Care Fund Long Range Financial Plan

|   | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|----------------|----------------|-------------------|----------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance                          | 83,039         | 85,632         | 88,235            | 88,235         | 92,753         | 92,753            | 20,453            | (51,847)          | (49,147)          | (46,447)          |
| <b>Revenues</b>                                 |                |                |                   |                |                |                   |                   |                   |                   |                   |
| Charges for Services                            | 2,700          | 2,220          | 2,700             | 4,185          | 2,700          | 2,700             | 2,700             | 2,700             | 2,700             | 2,700             |
| Interest Earnings                               | (107)          | 383            | -                 | 333            | -              | -                 | -                 | -                 | -                 | -                 |
| <b>Total Revenues</b>                           | <b>2,593</b>   | <b>2,603</b>   | <b>2,700</b>      | <b>4,518</b>   | <b>2,700</b>   | <b>2,700</b>      | <b>2,700</b>      | <b>2,700</b>      | <b>2,700</b>      | <b>2,700</b>      |
| CT  | 2,593          | 2,603          | 2,700             | -              | 2,700          | 2,700             | 2,700             | 2,700             | 2,700             | 2,700             |
| Transfers In                                    | -              | -              | -                 | -              | -              | -                 | -                 | -                 | -                 | -                 |
| <b>Total Available Funds</b>                    | <b>2,593</b>   | <b>2,603</b>   | <b>2,700</b>      | <b>4,518</b>   | <b>2,700</b>   | <b>2,700</b>      | <b>2,700</b>      | <b>2,700</b>      | <b>2,700</b>      | <b>2,700</b>      |
| <b>Expenditures</b>                             |                |                |                   |                |                |                   |                   |                   |                   |                   |
| Capital   | -              | -              | 75,000            | -              | -              | 75,000            | 75,000            | -                 | -                 | -                 |
| <b>Total Expenditures</b>                       | <b>-</b>       | <b>-</b>       | <b>75,000</b>     | <b>-</b>       | <b>-</b>       | <b>75,000</b>     | <b>75,000</b>     | <b>-</b>          | <b>-</b>          | <b>-</b>          |
| Transfers Out                                   | -              | -              | -                 | -              | -              | -                 | -                 | -                 | -                 | -                 |
| <b>Excess Revenue Over (Under) Expenditures</b> | <b>2,593</b>   | <b>2,603</b>   | <b>(72,300)</b>   | <b>4,518</b>   | <b>2,700</b>   | <b>(72,300)</b>   | <b>(72,300)</b>   | <b>2,700</b>      | <b>2,700</b>      | <b>2,700</b>      |
| <b>Ending Fund Balance</b>                      | <b>85,632</b>  | <b>88,235</b>  | <b>15,935</b>     | <b>92,753</b>  | <b>95,453</b>  | <b>20,453</b>     | <b>(51,847)</b>   | <b>(49,147)</b>   | <b>(46,447)</b>   | <b>(43,747)</b>   |
| CT  | 85,632         | 88,235         |                   | 92,753         |                |                   |                   |                   |                   |                   |

\*Capital is budgeted not to exceed 100% of prior year ending unrestricted fund balance

| <b>CIP Projects 2013-2020</b>        | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|--------------------------------------|----------------|----------------|-------------------|----------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Pave Interior Roads</b>           | -              | -              | -                 | -              | -              | -                 | 75,000            | -                 | -                 | -                 |
| <b>Maintenance Building</b>          | -              | -              | 75,000            | -              | -              | 75,000            | -                 | -                 | -                 | -                 |
| <b>Cemetery Perp Care Fund Total</b> | -              | -              | <b>75,000</b>     | -              | -              | <b>75,000</b>     | <b>75,000</b>     | -                 | -                 | -                 |

## City of Evans Fire Impact Fund Long Range Financial Plan

|  | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|--|----------------|----------------|-------------------|----------------|----------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance   | 61,363         | 236,356        | 271,678           | 271,678        | 315,885        | 318,626           | 321,812           | 325,030           | 328,280           |
| <b>Revenues</b>  |                |                |                   |                |                |                   |                   |                   |                   |
| Assessments  | 174,857        | 34,199         | -                 | 43,172         | -              | -                 | -                 | -                 | -                 |
| Interest Earnings  | 135            | 1,123          | 2,370             | 1,035          | 2,740          | 3,186             | 3,218             | 3,250             | 3,283             |
| <b>Total Revenues</b>  | <b>174,993</b> | <b>35,322</b>  | <b>2,370</b>      | <b>44,207</b>  | <b>2,740</b>   | <b>3,186</b>      | <b>3,218</b>      | <b>3,250</b>      | <b>3,283</b>      |
| CT   | 174,993        | 35,322         | 2,370             | 44,207         | 2,740          | 3,186             | 3,218             | 3,250             | 3,283             |
| <b>Total Available Funds</b>   | <b>174,993</b> | <b>35,322</b>  | <b>2,370</b>      | <b>44,207</b>  | <b>2,740</b>   | <b>3,186</b>      | <b>3,218</b>      | <b>3,250</b>      | <b>3,283</b>      |
| <b>Expenditures</b>  |                |                |                   |                |                |                   |                   |                   |                   |
| Capital  | -              | -              | -                 | -              | -              | -                 | -                 | -                 | -                 |
| <b>Total Expenditures</b>  | <b>-</b>       | <b>-</b>       | <b>-</b>          | <b>-</b>       | <b>-</b>       | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |
| <b>Excess Revenue Over (Under) Expenditures</b>                                | <b>174,993</b> | <b>35,322</b>  | <b>2,370</b>      | <b>44,207</b>  | <b>2,740</b>   | <b>3,186</b>      | <b>3,218</b>      | <b>3,250</b>      | <b>3,283</b>      |
| <b>Ending Fund Balance</b>   | <b>236,356</b> | <b>271,678</b> | <b>274,048</b>    | <b>315,885</b> | <b>318,626</b> | <b>321,812</b>    | <b>325,030</b>    | <b>328,280</b>    | <b>331,563</b>    |
| CT   | 236,356        | 271,678        | 274,048           | 315,885        | 318,626        | 321,812           | 325,030           | 328,280           | 331,563           |
| <b>2013-2020 Capital Improvement Plan</b>                                      |                |                |                   |                |                |                   |                   |                   |                   |
|  | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
| Buildings  | -              | -              | -                 | -              | -              | -                 | -                 | -                 | -                 |
| <b>Capital Total</b>   | <b>-</b>       | <b>-</b>       | <b>-</b>          | <b>-</b>       | <b>-</b>       | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |
| * Capital is budgeted at 90% of projected ending fund balance after operations | 55,349         | 213,731        | 246,643           | 245,442        | 286,763        | 289,631           | 292,527           | 295,452           | 298,407           |

### City of Evans Street Impact Fund Long Range Financial Plan

|   | 2013<br>Actual | 2014<br>Actual   | 2015<br>Budget V3 | 2015<br>Actual   | 2016<br>Budget V1 | 2016<br>Budget V2  | 2017<br>Projected | 2018<br>Projected  | 2019<br>Projected  | 2020<br>Projected   |
|---|----------------|------------------|-------------------|------------------|-------------------|--------------------|-------------------|--------------------|--------------------|---------------------|
| Beginning Unrestricted Fund Balance             | 635,246        | 952,494          | 1,071,272         | 1,071,272        | 1,150,899         | 1,150,899          | 108,409           | (634,832)          | (1,275,779)        | (8,882,127)         |
| <b>Revenues</b>                                 |                |                  |                   |                  |                   |                    |                   |                    |                    |                     |
| Assessments                                     | 317,734        | 114,072          | -                 | 97,798           | -                 | -                  | -                 | -                  | -                  | -                   |
| Interest Earnings                               | -              | 4,706            | 4,672             | 4,205            | 4,389             | 4,389              | 6,759             | 9,053              | (6,348)            | (12,758)            |
| Grant Revenue                                   | -              | -                | 462,599           | -                | -                 | 462,599            | -                 | -                  | -                  | -                   |
| Miscellaneous                                   | (486)          | -                | -                 | -                | -                 | -                  | -                 | -                  | -                  | -                   |
| <b>Total Revenues</b>                           | <b>317,248</b> | <b>118,778</b>   | <b>467,271</b>    | <b>102,004</b>   | <b>4,389</b>      | <b>466,988</b>     | <b>6,759</b>      | <b>9,053</b>       | <b>(6,348)</b>     | <b>(12,758)</b>     |
| CT  | -              | -                | -                 | -                | -                 | -                  | -                 | -                  | -                  | -                   |
| Transfers In                                    | -              | -                | -                 | -                | -                 | -                  | -                 | -                  | -                  | -                   |
| <b>Total Available Funds</b>                    | <b>317,248</b> | <b>118,778</b>   | <b>467,271</b>    | <b>102,004</b>   | <b>4,389</b>      | <b>466,988</b>     | <b>6,759</b>      | <b>9,053</b>       | <b>(6,348)</b>     | <b>(12,758)</b>     |
| <b>Expenditures</b>                             |                |                  |                   |                  |                   |                    |                   |                    |                    |                     |
| Capital   | -              | -                | 1,279,000         | 22,376           | 250,000           | 1,509,478          | 750,000           | 650,000            | 7,600,000          | 7,600,000           |
| <b>Total Expenditures</b>                       | <b>-</b>       | <b>-</b>         | <b>1,279,000</b>  | <b>22,376</b>    | <b>250,000</b>    | <b>1,509,478</b>   | <b>750,000</b>    | <b>650,000</b>     | <b>7,600,000</b>   | <b>7,600,000</b>    |
| Transfers Out                                   | -              | -                | -                 | -                | -                 | -                  | -                 | -                  | -                  | -                   |
| <b>Excess Revenue Over (Under) Expenditures</b> | <b>317,248</b> | <b>118,778</b>   | <b>(811,729)</b>  | <b>79,627</b>    | <b>(245,611)</b>  | <b>(1,042,490)</b> | <b>(743,241)</b>  | <b>(640,947)</b>   | <b>(7,606,348)</b> | <b>(7,612,758)</b>  |
| <b>Unreserved Ending Fund Balance</b>           | <b>952,494</b> | <b>1,071,272</b> | <b>259,543</b>    | <b>1,150,899</b> | <b>905,288</b>    | <b>108,409</b>     | <b>(634,832)</b>  | <b>(1,275,779)</b> | <b>(8,882,127)</b> | <b>(16,494,885)</b> |
| CT  | 952,494        | 1,071,272        | -                 | 1,150,899        | -                 | -                  | -                 | -                  | -                  | -                   |
| <b>Reserved Cash</b>                            | <b>40,796</b>  | <b>40,796</b>    | <b>40,796</b>     | <b>40,796</b>    | <b>40,796</b>     | <b>40,796</b>      | <b>40,796</b>     | <b>40,796</b>      | <b>40,796</b>      | <b>40,796</b>       |

#### 2013-2020 Capital Improvement Plan

|   | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|----------------|----------------|-------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 35th Ave - WCR 394 to Hwy 85                            | -              | -              | -                 | -              | -                 | -                 | -                 | -                 | 7,000,000         | 7,000,000         |
| Traffic Signals   | -              | -              | -                 | -              | 250,000           | 250,000           | -                 | 250,000           | -                 | -                 |
| 23rd Ave. - 42nd St. to 49th St.                        | -              | -              | -                 | -              | -                 | -                 | -                 | 400,000           | -                 | -                 |
| St. Vrain Street - 36th Street Improvements             | -              | -              | 172,000           | -              | -                 | 172,000           | -                 | -                 | -                 | -                 |
| 35th Ave. Widening - 37th St. to Prairie View (4 lanes) | -              | -              | 707,000           | -              | -                 | 707,000           | -                 | -                 | -                 | -                 |
| 47th Ave. Widening - 32nd St. to 37th St. (4 lanes)     | -              | -              | -                 | -              | -                 | -                 | 750,000           | -                 | -                 | -                 |
| 49th St. Widening - 54th St. Rd. to 35th Ave. (4 lanes) | -              | -              | -                 | -              | -                 | -                 | -                 | -                 | 600,000           | 600,000           |
| 65th Ave Widening - Design & ROW                        | -              | -              | 400,000           | 22,376         | -                 | 380,478           | -                 | -                 | -                 | -                 |
| 65th Ave. Widening - 49th St. to 54 th St. Rd (4lanes)  | -              | -              | -                 | -              | -                 | -                 | -                 | -                 | -                 | -                 |
| <b>Street Impact Fund Total</b>                         | <b>-</b>       | <b>-</b>       | <b>1,279,000</b>  | <b>22,376</b>  | <b>250,000</b>    | <b>1,509,478</b>  | <b>750,000</b>    | <b>650,000</b>    | <b>7,600,000</b>  | <b>7,600,000</b>  |

\*Capital is budgeted at 90% of prior year ending unrestricted fund balance

|  |         |         |         |         |           |           |        |           |             |             |
|--|---------|---------|---------|---------|-----------|-----------|--------|-----------|-------------|-------------|
|  | 571,721 | 857,244 | 964,145 | 964,145 | 1,035,809 | 1,035,809 | 97,568 | (571,348) | (1,148,201) | (7,993,914) |
|--|---------|---------|---------|---------|-----------|-----------|--------|-----------|-------------|-------------|

### City of Evans Park Impact Fund Long Range Financial Plan

|   | 2013<br>Actual   | 2014<br>Actual   | 2015<br>Budget V3 | 2015<br>Actual   | 2016<br>Budget   | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|------------------|------------------|-------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance                          | 260,157          | 1,209,992        | 1,367,199         | 1,367,199        | 1,612,232        | 1,612,232         | 1,514,349         | 1,526,932         | 1,543,175         | 1,558,444         |
| <b>Revenues</b>                                 |                  |                  |                   |                  |                  |                   |                   |                   |                   |                   |
| Assessments                                     | 877,049          | 151,140          | -                 | 239,408          | -                | -                 | -                 | -                 | -                 | -                 |
| Interest Earnings                               | 830              | 6,067            | 1,015             | 5,624            | 12,118           | 12,118            | 12,582            | 16,243            | 15,269            | 15,432            |
| Miscellaneous                                   | 121,957          | -                | -                 | -                | -                | -                 | -                 | -                 | -                 | -                 |
| <b>Total Revenues</b>                           | <b>999,836</b>   | <b>157,207</b>   | <b>1,015</b>      | <b>245,032</b>   | <b>12,118</b>    | <b>12,118</b>     | <b>12,582</b>     | <b>16,243</b>     | <b>15,269</b>     | <b>15,432</b>     |
| CT  | -                | -                | -                 | -                | -                | -                 | -                 | -                 | -                 | -                 |
| Transfers In                                    | -                | -                | -                 | -                | -                | -                 | -                 | -                 | -                 | -                 |
| <b>Total Available Funds</b>                    | <b>999,836</b>   | <b>157,207</b>   | <b>1,015</b>      | <b>245,032</b>   | <b>12,118</b>    | <b>12,118</b>     | <b>12,582</b>     | <b>16,243</b>     | <b>15,269</b>     | <b>15,432</b>     |
| <b>Expenditures</b>                             |                  |                  |                   |                  |                  |                   |                   |                   |                   |                   |
| Capital   | -                | -                | 310,000           | -                | -                | 110,000           | -                 | -                 | -                 | -                 |
| <b>Total Expenditures</b>                       | <b>-</b>         | <b>-</b>         | <b>310,000</b>    | <b>-</b>         | <b>-</b>         | <b>110,000</b>    | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |
| Transfers Out                                   | 50,000           | -                | -                 | -                | -                | -                 | -                 | -                 | -                 | -                 |
| <b>Excess Revenue Over (Under) Expenditures</b> | <b>949,836</b>   | <b>157,207</b>   | <b>(308,985)</b>  | <b>245,032</b>   | <b>12,118</b>    | <b>(97,882)</b>   | <b>12,582</b>     | <b>16,243</b>     | <b>15,269</b>     | <b>15,432</b>     |
| <b>Ending Fund Balance</b>                      | <b>1,209,992</b> | <b>1,367,199</b> | <b>1,058,215</b>  | <b>1,612,231</b> | <b>1,624,349</b> | <b>1,514,349</b>  | <b>1,526,932</b>  | <b>1,543,175</b>  | <b>1,558,444</b>  | <b>1,573,876</b>  |
| CT  | 1,209,992        | 1,367,199        | -                 | 1,612,231        | -                | -                 | -                 | -                 | -                 | -                 |

#### 2013-2020 Capital Improvement Plan

|  | 2013<br>Projected | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|--|-------------------|----------------|-------------------|----------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| City Park Non-Potable System Installations | -                 | -              | 200,000           | -              | -              | -                 | -                 | -                 | -                 | -                 |
| Dante Park - park signage                  | -                 | -              | 5,000             | -              | -              | 5,000             | -                 | -                 | -                 | -                 |
| Renaissance Park - lighting and signage    | -                 | -              | 105,000           | -              | -              | 105,000           | -                 | -                 | -                 | -                 |
| <b>Park Impact Fund Total</b>              | <b>-</b>          | <b>-</b>       | <b>310,000</b>    | <b>-</b>       | <b>-</b>       | <b>110,000</b>    | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |

\*Capital is budgeted at 90% of prior year ending fund balance

|  |         |           |           |           |           |           |           |           |           |           |
|--|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|  | 234,141 | 1,088,993 | 1,230,479 | 1,230,479 | 1,451,008 | 1,451,008 | 1,461,914 | 1,374,238 | 1,388,858 | 1,402,600 |
|--|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|

## City of Evans Conservation Trust Fund Long Range Financial Plan

|   | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual  | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|----------------|----------------|-------------------|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance                          | 68,225         | 321,517        | 513,606           | 513,606         | 465,515           | 465,515           | 477,718           | 676,114           | 878,255           | 1,085,429         |
| <b>Revenues</b>                                 |                |                |                   |                 |                   |                   |                   |                   |                   |                   |
| Intergovernmental                               | 204,846        | 187,298        | 186,000           | 187,687         | 188,000           | 188,000           | 190,000           | 192,000           | 194,000           | 196,000           |
| Interest Earnings/Misc Revenue                  | (154)          | 4,791          | 7,619             | 2,095           | 1,203             | 1,203             | 8,396             | 10,142            | 13,174            | 16,281            |
| <b>Total Revenues</b>                           | <b>204,692</b> | <b>192,089</b> | <b>193,619</b>    | <b>189,782</b>  | <b>189,203</b>    | <b>189,203</b>    | <b>198,396</b>    | <b>202,142</b>    | <b>207,174</b>    | <b>212,281</b>    |
| CT  | 204,692        | 192,089        | 193,619           | 189,782         | 189,203           | 189,203           | 198,396           | 202,142           | 207,174           | 212,281           |
| Transfers In                                    | 50,000         | -              | -                 | -               | -                 | -                 | -                 | -                 | -                 | -                 |
| <b>Total Available Funds</b>                    | <b>254,692</b> | <b>192,089</b> | <b>193,619</b>    | <b>189,782</b>  | <b>189,203</b>    | <b>189,203</b>    | <b>198,396</b>    | <b>202,142</b>    | <b>207,174</b>    | <b>212,281</b>    |
| <b>Expenditures</b>                             |                |                |                   |                 |                   |                   |                   |                   |                   |                   |
| Supplies & Services                             | 1,400          | -              | -                 | -               | -                 | -                 | -                 | -                 | -                 | -                 |
| Asset Management                                | -              | -              | 227,000           | 87,491          | 95,000            | 177,000           | -                 | -                 | -                 | -                 |
| Capital   | -              | -              | 400,000           | 150,383         | -                 | -                 | -                 | -                 | -                 | -                 |
| <b>Total Expenditures</b>                       | <b>1,400</b>   | <b>-</b>       | <b>627,000</b>    | <b>237,873</b>  | <b>95,000</b>     | <b>177,000</b>    | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |
| Transfers Out                                   | -              | -              | -                 | -               | -                 | -                 | -                 | -                 | -                 | -                 |
| <b>Excess Revenue Over (Under) Expenditures</b> | <b>253,292</b> | <b>192,089</b> | <b>(433,381)</b>  | <b>(48,091)</b> | <b>94,203</b>     | <b>12,203</b>     | <b>198,396</b>    | <b>202,142</b>    | <b>207,174</b>    | <b>212,281</b>    |
| <b>Ending Fund Balance</b>                      | <b>321,517</b> | <b>513,606</b> | <b>80,225</b>     | <b>465,515</b>  | <b>559,718</b>    | <b>477,718</b>    | <b>676,114</b>    | <b>878,255</b>    | <b>1,085,429</b>  | <b>1,297,711</b>  |
| CT  | 321,517        | 513,606        | 80,225            | 465,515         | 559,718           | 477,718           | 676,114           | 878,255           | 1,085,429         | 1,297,711         |

### 2013-2020 Capital Improvement Plan

|  | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|--|----------------|----------------|-------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Evans Ditch Trail                            | -              | -              | 250,000           | -              | -                 | -                 | -                 | -                 | -                 | -                 |
| Irrigation Controllers - update to web based | -              | -              | 150,000           | 150,383        | -                 | -                 | -                 | -                 | -                 | -                 |
| <b>Conservation Trust Fund Total</b>         | <b>-</b>       | <b>-</b>       | <b>400,000</b>    | <b>150,383</b> | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |

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

|  |         |         |         |         |         |         |         |         |         |           |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
|  | 244,365 | 462,245 | 432,202 | 554,307 | 503,746 | 429,946 | 608,502 | 790,430 | 976,886 | 1,167,940 |
|--|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|

## City of Evans Refuse Collection Fund Long Range Financial Plan

|                                    | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|------------------------------------|----------------|----------------|-------------------|----------------|----------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance             | 275,978        | 342,126        | 369,571           | 369,571        | 419,475        | 426,433           | 449,680           | 471,317           | 493,159           |
| <b>Revenues</b>                    |                |                |                   |                |                |                   |                   |                   |                   |
| License & Permits                  | -              | 800            | 800               | 1,200          | 800            | 800               | 800               | 800               | 800               |
| Charges for Services               | 650,507        | 652,945        | 654,240           | 661,282        | 657,060        | 687,960           | 702,180           | 702,180           | 702,180           |
| Grants                             | 47,410         | 18,297         | -                 | 6,144          | -              | -                 | -                 | -                 | -                 |
| Misc                               | 515            | 1,755          | -                 | 1,575          | -              | -                 | -                 | -                 | -                 |
| Interest Earnings                  | (211)          | 1,438          | 3,789             | 1,551          | 3,752          | 4,264             | 4,497             | 4,713             | 4,932             |
| <b>Total Revenues</b>              | <b>698,221</b> | <b>675,235</b> | <b>658,829</b>    | <b>671,752</b> | <b>661,612</b> | <b>693,024</b>    | <b>707,477</b>    | <b>707,693</b>    | <b>707,912</b>    |
| CT                                 | 698,221        | 675,235        | 658,829           | 671,752        | 661,612        | 693,024           | 707,477           | 707,693           | 707,912           |
| <b>Total Available Funds</b>       | <b>698,221</b> | <b>675,235</b> | <b>658,829</b>    | <b>671,752</b> | <b>661,612</b> | <b>693,024</b>    | <b>707,477</b>    | <b>707,693</b>    | <b>707,912</b>    |
| <b>Expenditures</b>                |                |                |                   |                |                |                   |                   |                   |                   |
| Supplies & Services                | 535,705        | 604,409        | 607,959           | 588,907        | 621,573        | 635,126           | 650,467           | 650,467           | 650,628           |
| Disaster Response                  | 64,289         | 10,626         | -                 | -              | -              | -                 | -                 | -                 | -                 |
| <b>Total Expenditures</b>          | <b>599,995</b> | <b>615,035</b> | <b>607,959</b>    | <b>588,907</b> | <b>621,573</b> | <b>635,126</b>    | <b>650,467</b>    | <b>650,467</b>    | <b>650,628</b>    |
| Transfers Out                      | 32,078         | 32,755         | 32,941            | 32,941         | 33,081         | 34,651            | 35,374            | 35,385            | 35,396            |
| <b>Excess Revenue Over (Under)</b> | <b>66,149</b>  | <b>27,445</b>  | <b>17,928</b>     | <b>49,904</b>  | <b>6,958</b>   | <b>23,247</b>     | <b>21,636</b>     | <b>21,842</b>     | <b>21,888</b>     |
| <b>Ending Fund Balance</b>         | <b>342,126</b> | <b>369,571</b> | <b>387,500</b>    | <b>419,475</b> | <b>426,433</b> | <b>449,680</b>    | <b>471,317</b>    | <b>493,159</b>    | <b>515,047</b>    |
| CT                                 | 342,126        | 369,571        |                   | 419,475        |                |                   |                   |                   |                   |
| <b>Target Reserve - 3 months</b>   | <b>149,999</b> | <b>153,759</b> | <b>151,990</b>    | <b>147,227</b> | <b>155,393</b> | <b>158,781</b>    | <b>162,617</b>    | <b>162,617</b>    | <b>162,657</b>    |

### City of Evans Capital Projects - Streets Long Range Financial Plan

|   | 2013<br>Actual   | 2014<br>Actual   | 2015<br>Budget V4 | 2015<br>Actual   | 2016<br>Budget V1 | 2016<br>Budget V2  | 2017<br>Projected | 2018<br>Projected  | 2019<br>Projected  | 2020<br>Projected  |
|---|------------------|------------------|-------------------|------------------|-------------------|--------------------|-------------------|--------------------|--------------------|--------------------|
| Beginning Fund Balance                          | 329,048          | 540,342          | 1,534,688         | 1,534,688        | 2,480,535         | 2,480,535          | 269,169           | 211,726            | (2,682,711)        | (2,379,550)        |
| <b>Revenues</b>                                 |                  |                  |                   |                  |                   |                    |                   |                    |                    |                    |
| Intergovernmental                               | 807,199          | 747,775          | 3,248,399         | 835,004          | 1,600,283         | 4,060,573          | 672,557           | 685,563            | 683,161            | 671,325            |
| Grant Revenue - FEMA                            | -                | 81,432           | 210,832           | 33,276           | -                 | -                  | -                 | -                  | -                  | -                  |
| <b>Total Revenues</b>                           | <b>807,199</b>   | <b>829,207</b>   | <b>3,459,231</b>  | <b>868,280</b>   | <b>1,600,283</b>  | <b>4,060,573</b>   | <b>672,557</b>    | <b>685,563</b>     | <b>683,161</b>     | <b>671,325</b>     |
| CT  | 807,199          | 829,207          | 765,756           | 868,280          | 1,600,283         | 4,060,573          | 672,557           | 685,563            | 683,161            | 671,325            |
| Transfers In                                    | 457,735          | 757,100          | 1,200,929         | 1,200,929        | 600,000           | 600,000            | 600,000           | 600,000            | 600,000            | 600,000            |
| <b>Total Available Funds</b>                    | <b>1,264,934</b> | <b>1,586,307</b> | <b>4,660,160</b>  | <b>2,069,209</b> | <b>2,200,283</b>  | <b>4,660,573</b>   | <b>1,272,557</b>  | <b>1,285,563</b>   | <b>1,283,161</b>   | <b>1,271,325</b>   |
| <b>Expenditures</b>                             |                  |                  |                   |                  |                   |                    |                   |                    |                    |                    |
| Supplies & Services                             | 129,786          | 203,638          | 287,338           | 294,298          | 190,000           | 190,000            | 190,000           | 190,000            | 190,000            | 190,000            |
| Disaster Response                               | 318,748          | (9,087)          | 400,000           | 139,927          | -                 | 260,073            | -                 | -                  | -                  | -                  |
| Capital Improvement                             | 605,105          | 397,410          | 4,153,518         | 689,137          | 2,995,500         | 6,421,866          | 1,140,000         | 3,990,000          | 790,000            | 790,000            |
| <b>Total Expenditures</b>                       | <b>1,053,639</b> | <b>591,961</b>   | <b>4,840,856</b>  | <b>1,123,362</b> | <b>3,185,500</b>  | <b>6,871,939</b>   | <b>1,330,000</b>  | <b>4,180,000</b>   | <b>980,000</b>     | <b>980,000</b>     |
| <b>Excess Revenue Over (Under) Expenditures</b> | <b>211,294</b>   | <b>994,346</b>   | <b>(180,696)</b>  | <b>945,847</b>   | <b>(985,217)</b>  | <b>(2,211,366)</b> | <b>(57,443)</b>   | <b>(2,894,437)</b> | <b>303,161</b>     | <b>291,325</b>     |
| <b>Ending Fund Balance</b>                      | <b>540,342</b>   | <b>1,534,688</b> | <b>1,353,992</b>  | <b>2,480,535</b> | <b>1,495,318</b>  | <b>269,169</b>     | <b>211,726</b>    | <b>(2,682,711)</b> | <b>(2,379,550)</b> | <b>(2,088,226)</b> |
| CT  | 540,342          | 1,534,688        |                   | 2,480,535        |                   |                    |                   |                    |                    |                    |

#### 2013-2020 Capital Improvement Plan

|   | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V4 | 2015<br>Actual | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|----------------|----------------|-------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 11th Ave. & US 34 Improvements                          | -              | -              | -                 | -              | -                 | -                 | 150,000           | -                 | -                 | -                 |
| Equipment   | 28,800         | -              | -                 | -              | -                 | -                 | -                 | -                 | -                 | -                 |
| 17th Ave & 23rd Ave Bikepath - Grant Funded             | 31,000         | -              | -                 | -              | -                 | -                 | -                 | -                 | -                 | -                 |
| 37th St. Widening - 47th to 65th (4 lanes)              | -              | -              | -                 | -              | -                 | -                 | -                 | 3,200,000         | -                 | -                 |
| 29th Street Road Upgrades                               | 4,935          | -              | -                 | -              | -                 | -                 | -                 | -                 | -                 | -                 |
| Bridge Rehabilitation Funds                             | -              | -              | 24,000            | -              | 35,000            | 59,000            | 35,000            | 35,000            | 35,000            | 35,000            |
| Concrete Replacement                                    | 66,341         | 74,548         | 75,000            | 500            | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            |
| Evans Ditch Bikepath - Grant Funded                     | 42,952         | -              | -                 | -              | -                 | 118,888           | -                 | -                 | -                 | -                 |
| Misc. Street Resurfacing (Per PMS)                      | 350,000        | 289,206        | 325,000           | 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          | 1,440,000         | 61,419         | 353,000           | 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   | 17,358         | -              | 50,000            | -              | 50,000            | 100,000           | 50,000            | 50,000            | 50,000            | 50,000            |
| 65th Avenue Widening                                    | -              | -              | 47,500            | -              | 1,752,500         | 1,800,000         | -                 | -                 | -                 | -                 |
| 17th and 49th Ave Bike Path                             | -              | -              | 118,888           | -              | -                 | -                 | -                 | -                 | -                 | -                 |
| US 85 Improvements                                      | -              | -              | 21,000            | 7,350          | -                 | 13,650            | -                 | -                 | -                 | -                 |
| US 85 Landscaping                                       | -              | 29,369         | -                 | -              | -                 | -                 | -                 | -                 | -                 | -                 |
| US 85 Access Control @ 31st St. - Grant Funded          | -              | -              | 970,000           | -              | -                 | 972,300           | -                 | -                 | -                 | -                 |
| US 85 Access Control @ 37th St. - Grant Funded          | 63,719         | 3,235          | 822,838           | -              | -                 | 820,538           | -                 | -                 | -                 | -                 |
| 36th Street Storm Sewer Road Repairs                    | -              | -              | 259,292           | 259,292        | -                 | -                 | -                 | -                 | -                 | -                 |
| Street Sweeper  | -              | -              | -                 | -              | 100,000           | 100,000           | -                 | -                 | -                 | -                 |
| <b>Capital Projects - Streets Total</b>                 | <b>605,105</b> | <b>397,410</b> | <b>4,153,518</b>  | <b>689,137</b> | <b>2,995,500</b>  | <b>6,421,866</b>  | <b>1,140,000</b>  | <b>3,990,000</b>  | <b>790,000</b>    | <b>790,000</b>    |

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

|  |           |           |           |           |           |           |           |           |             |             |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-------------|
|  | 1,030,902 | 1,665,599 | 4,767,010 | 2,822,756 | 4,041,737 | 6,021,932 | 1,216,554 | 1,176,560 | (1,430,595) | (1,168,403) |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-------------|

## City of Evans Capital Projects - Parks Long Range Financial Plan

|   | 2014<br>Actual   | 2015<br>Budget V3 | 2015<br>Actual   | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|------------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance                          | -                | 1,148,006         | 1,148,006        | 1,116,484         | 1,116,484         | 723,417           | 2,510             | 2,510             | 2,510             |
| <b>Revenues</b>                                 |                  |                   |                  |                   |                   |                   |                   |                   |                   |
| Grant Revenue - FEMA                            | 52,273           | 540,250           | 176,812          | 1,655,148         | 1,655,148         | 8,801,351         | -                 | -                 | -                 |
| <b>Total Revenues</b>                           | <b>52,273</b>    | <b>540,250</b>    | <b>176,812</b>   | <b>1,655,148</b>  | <b>1,655,148</b>  | <b>8,801,351</b>  | -                 | -                 | -                 |
| CT  | 52,273           | 540,250           | 176,812          | 1,655,148         | 1,655,148         | 8,801,351         | -                 | -                 | -                 |
| Transfers In                                    | 1,250,000        | -                 | -                | -                 | -                 | -                 | -                 | -                 | -                 |
| <b>Total Available Funds</b>                    | <b>1,302,273</b> | <b>540,250</b>    | <b>176,812</b>   | <b>1,655,148</b>  | <b>1,655,148</b>  | <b>8,801,351</b>  | -                 | -                 | -                 |
| <b>Expenditures</b>                             |                  |                   |                  |                   |                   |                   |                   |                   |                   |
| Disaster Recovery                               | 154,267          | -                 | 17,612           | -                 | -                 | -                 | -                 | -                 | -                 |
| Professional Services                           | -                | 35,000            | 32,947           | 35,000            | 35,000            | 35,000            | -                 | -                 | -                 |
| Capital Improvement                             | -                | 524,000           | 157,775          | 1,654,073         | 2,013,215         | 9,487,258         | -                 | -                 | -                 |
| <b>Total Expenditures</b>                       | <b>154,267</b>   | <b>559,000</b>    | <b>208,334</b>   | <b>1,689,073</b>  | <b>2,048,215</b>  | <b>9,522,258</b>  | -                 | -                 | -                 |
| <b>Excess Revenue Over (Under) Expenditures</b> | <b>1,148,006</b> | <b>(18,750)</b>   | <b>(31,522)</b>  | <b>(33,925)</b>   | <b>(393,067)</b>  | <b>(720,907)</b>  | -                 | -                 | -                 |
| <b>Ending Fund Balance</b>                      | <b>1,148,006</b> | <b>1,129,256</b>  | <b>1,116,484</b> | <b>1,082,559</b>  | <b>723,417</b>    | <b>2,510</b>      | <b>2,510</b>      | <b>2,510</b>      | <b>2,510</b>      |
| CT  | 1,148,006        |                   | 1,116,484        |                   |                   |                   |                   |                   |                   |

### 2014-2020 Capital Improvement Plan

|                                       | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---------------------------------------|----------------|-------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Preliminary Design 20%                |                | 148,000           | 142,916        |                   |                   |                   |                   |                   |                   |
| Design Refinement (50%)               |                | 226,000           | 14,859         |                   | 359,142           |                   |                   |                   |                   |
| Final Design 100%                     |                |                   |                | 654,073           | 654,073           |                   |                   |                   |                   |
| Park Construction                     |                |                   |                | 1,000,000         | 1,000,000         | 8,837,258         |                   |                   |                   |
| Berm                                  |                | 150,000           | -              |                   |                   |                   |                   |                   |                   |
| Trail Construction                    |                |                   |                |                   |                   | 650,000           |                   |                   |                   |
| <b>Capital Projects - Parks Total</b> |                | <b>524,000</b>    | <b>157,775</b> | <b>1,654,073</b>  | <b>2,013,215</b>  | <b>9,487,258</b>  | -                 | -                 | -                 |

### City of Evans Water Fund Long Range Financial Plan

|  | 2013<br>Actual     | 2014<br>Actual   | 2015<br>Budget V3 | 2015<br>Actual   | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected  | 2018<br>Projected  | 2019<br>Projected   | 2020<br>Projected   |
|--|--------------------|------------------|-------------------|------------------|-------------------|-------------------|--------------------|--------------------|---------------------|---------------------|
| <b>Operating Revenues</b>                          |                    |                  |                   |                  |                   |                   |                    |                    |                     |                     |
| Base Rate (base, np, penalty, misc)                | 1,818,767          | 1,801,044        | 1,922,624         | 2,754,578        | 1,855,075         | 1,942,259         | 1,902,630          | 1,950,305          | 1,998,101           | 2,000,441           |
| Loan Proceeds                                      | -                  | 578,642          | 748,000           | -                | -                 | 126,384           | -                  | -                  | -                   | -                   |
| Variable Rate                                      | 2,592,268          | 2,643,229        | 2,693,840         | 2,882,866        | 2,747,717         | 2,747,717         | 2,802,671          | 2,858,725          | 2,915,899           | 2,974,217           |
| Interest Income                                    | (1,349)            | 4,615            | 7,760             | 5,022            | 8,222             | 8,222             | 7,938              | 8,131              | 8,212               | 8,294               |
| <b>Total Operating Revenues</b>                    | <b>4,409,686</b>   | <b>5,027,530</b> | <b>5,372,224</b>  | <b>5,642,465</b> | <b>4,611,014</b>  | <b>4,824,582</b>  | <b>4,713,239</b>   | <b>4,817,160</b>   | <b>4,922,212</b>    | <b>4,982,952</b>    |
| <b>Operating Expenses</b>                          |                    |                  |                   |                  |                   |                   |                    |                    |                     |                     |
| Fixed costs  | 1,422,295          | 1,823,520        | 2,353,898         | 1,960,965        | 1,608,157         | 1,734,541         | 1,638,314          | 1,684,154          | 1,716,068           | 1,748,707           |
| Variable costs                                     | 2,450,777          | 2,408,988        | 2,531,014         | 2,537,764        | 2,600,973         | 2,600,973         | 2,653,123          | 2,706,322          | 2,760,591           | 2,809,514           |
| Total Operating Expenses                           | 3,873,072          | 4,232,508        | 4,884,912         | 4,498,728        | 4,209,130         | 4,335,514         | 4,291,438          | 4,390,476          | 4,476,659           | 4,558,221           |
| Net Revenues over (under) expenses                 | <b>536,614</b>     | <b>795,022</b>   | <b>487,311</b>    | <b>1,143,737</b> | <b>401,884</b>    | <b>489,068</b>    | <b>421,802</b>     | <b>426,684</b>     | <b>445,553</b>      | <b>424,730</b>      |
| Transfer for Major Maint (w AMP)                   | 396,472            | 556,167          | 445,726           | 793,613          | 246,918           | 322,800           | 264,315            | 266,151            | 282,033             | 251,733             |
| Transfer for Water Conservation                    | 141,491            | 234,241          | -                 | 345,102          | 146,745           | 146,745           | 149,548            | 152,403            | 155,308             | 164,703             |
| <b>Net Operations after Transfers</b>              | <b>(1,349)</b>     | <b>4,615</b>     | <b>41,586</b>     | <b>5,022</b>     | <b>8,221</b>      | <b>19,523</b>     | <b>7,938</b>       | <b>8,131</b>       | <b>8,212</b>        | <b>8,294</b>        |
|  |                    |                  |                   |                  |                   | 75,882            |                    |                    |                     |                     |
| <b>Running Cash Balance</b>                        | <b>775,958</b>     | <b>780,573</b>   | <b>822,158</b>    | <b>785,594</b>   | <b>793,815</b>    | <b>805,117</b>    | <b>813,055</b>     | <b>821,186</b>     | <b>829,398</b>      | <b>837,692</b>      |
| <b>Target Operating Reserve - 3 months</b>         | <b>833,777</b>     | <b>739,887</b>   | <b>1,109,797</b>  | <b>840,003</b>   | <b>953,867</b>    | <b>966,492</b>    | <b>969,394</b>     | <b>992,981</b>     | <b>1,009,829</b>    | <b>1,035,446</b>    |
| <b>Available Funds</b>                             | <b>(57,819)</b>    | <b>40,686</b>    | <b>(287,638)</b>  | <b>(54,409)</b>  | <b>(160,052)</b>  | <b>(161,375)</b>  | <b>(156,338)</b>   | <b>(171,795)</b>   | <b>(180,431)</b>    | <b>(197,754)</b>    |
| <b>Water Rights Revenues</b>                       |                    |                  |                   |                  |                   |                   |                    |                    |                     |                     |
| Payment in Lieu & Water Rights Lease               | 24,842             | 18,745           | 20,000            | 20,196           | 20,000            | 20,000            | 20,000             | 20,000             | 20,000              | 20,000              |
| <b>Water Rights Expenses</b>                       |                    |                  |                   |                  |                   |                   |                    |                    |                     |                     |
| Water Right Acquisition                            | -                  | -                | -                 | -                | -                 | -                 | -                  | -                  | -                   | -                   |
| <b>Annual Net</b>                                  | <b>24,842</b>      | <b>18,745</b>    | <b>20,000</b>     | <b>20,196</b>    | <b>20,000</b>     | <b>20,000</b>     | <b>20,000</b>      | <b>20,000</b>      | <b>20,000</b>       | <b>20,000</b>       |
| <b>Running Balance</b>                             | <b>(166,608)</b>   | <b>(147,863)</b> | <b>(107,863)</b>  | <b>(127,667)</b> | <b>(107,667)</b>  | <b>(107,667)</b>  | <b>(87,667)</b>    | <b>(67,667)</b>    | <b>(47,667)</b>     | <b>(27,667)</b>     |
| <b>System Maintenance &amp; Expansion Revenue</b>  |                    |                  |                   |                  |                   |                   |                    |                    |                     |                     |
| Tap Fee Revenue                                    | 747,282            | 263,759          | 305,523           | 407,863          | 250,000           | 250,000           | 260,000            | 270,000            | 280,000             | 290,000             |
| Water Meter Sales                                  | 21,572             | 22,532           | 6,000             | 29,081           | 20,000            | 20,000            | 20,500             | 21,000             | 21,500              | 22,000              |
| Interest Income/ Other Revenue                     | (2,455)            | 837              | -                 | 8,502            | -                 | -                 | -                  | -                  | -                   | -                   |
| Transfer for Major Maint (w AMP)                   | 396,472            | 556,167          | 445,726           | 793,613          | 246,918           | 322,800           | 264,315            | 266,151            | 282,033             | 251,733             |
| Transfer for Water Conservation                    | 141,491            | 234,241          | -                 | 345,102          | 146,745           | 146,745           | 149,548            | 152,403            | 155,308             | 164,703             |
| <b>Total System Expansion Revenue</b>              | <b>1,304,361</b>   | <b>1,077,535</b> | <b>757,249</b>    | <b>1,584,161</b> | <b>663,663</b>    | <b>739,545</b>    | <b>694,363</b>     | <b>709,554</b>     | <b>738,841</b>      | <b>728,436</b>      |
| <b>System Maintenance &amp; Expansion Expenses</b> |                    |                  |                   |                  |                   |                   |                    |                    |                     |                     |
| Capital Outlay                                     | 2,742,993          | 344,542          | 435,000           | 368,142          | 140,000           | 140,000           | 5,203,160          | 5,040,720          | 5,078,000           | 2,922,480           |
| Major Maintenance & AMP                            | 48,170             | 49,926           | 126,000           | 142,300          | 246,918           | 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                                      | 29,681             | 56,452           | 231,720           | 44,458           | 45,831            | 143,781           | 46,727             | 47,645             | 48,586              | 49,551              |
| <b>Total Expenses</b>                              | <b>2,820,843</b>   | <b>450,920</b>   | <b>792,720</b>    | <b>554,899</b>   | <b>579,494</b>    | <b>753,326</b>    | <b>5,663,750</b>   | <b>5,506,919</b>   | <b>5,563,927</b>    | <b>3,388,467</b>    |
| <b>Annual Net</b>                                  | <b>(1,516,482)</b> | <b>626,615</b>   | <b>(35,471)</b>   | <b>1,029,262</b> | <b>84,169</b>     | <b>(13,781)</b>   | <b>(4,969,387)</b> | <b>(4,797,365)</b> | <b>(4,825,086)</b>  | <b>(2,660,031)</b>  |
| <b>Running Balance</b>                             | <b>105,987</b>     | <b>732,602</b>   | <b>697,131</b>    | <b>1,761,865</b> | <b>1,846,034</b>  | <b>1,748,084</b>  | <b>(3,123,353)</b> | <b>(7,920,718)</b> | <b>(12,745,804)</b> | <b>(15,405,835)</b> |
| <b>Total Water Fund Revenue</b>                    | <b>5,200,927</b>   | <b>5,333,403</b> | <b>5,703,747</b>  | <b>6,108,108</b> | <b>4,901,014</b>  | <b>5,114,582</b>  | <b>5,013,739</b>   | <b>5,128,160</b>   | <b>5,243,712</b>    | <b>5,314,952</b>    |
| <b>Total Water Fund Expenses</b>                   | <b>6,693,915</b>   | <b>4,683,428</b> | <b>5,677,632</b>  | <b>5,053,628</b> | <b>4,788,624</b>  | <b>5,088,840</b>  | <b>9,955,188</b>   | <b>9,897,395</b>   | <b>10,040,586</b>   | <b>7,946,689</b>    |
| <b>CT</b>  |                    |                  |                   |                  |                   |                   |                    |                    |                     |                     |
| <b>Changes in Working Capital</b>                  | <b>(9,306)</b>     | <b>(62,837)</b>  |                   | <b>90,625</b>    |                   |                   |                    |                    |                     |                     |
| <b>Total Water Fund Cash Balance</b>               | <b>690,388</b>     | <b>1,277,526</b> | <b>1,303,640</b>  | <b>2,422,631</b> | <b>2,535,021</b>  | <b>2,448,374</b>  | <b>(2,493,075)</b> | <b>(7,262,309)</b> | <b>(12,059,184)</b> | <b>(14,690,920)</b> |
|  | 690,388            | 1,277,526        |                   | 2,422,631        |                   |                   |                    |                    |                     |                     |

**City of Evans Waste Water Fund Long Range Financial Plan**

|  | 2013<br>Actual   | 2014<br>Actual   | 2015<br>Budget V5 | 2015<br>Actual   | 2016<br>Budget V1  | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|--|------------------|------------------|-------------------|------------------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Operating Revenues</b>                  |                  |                  |                   |                  |                    |                   |                   |                   |                   |                   |
| Sewer Sales                                | 1,177,884        | 1,462,108        | 2,160,112         | 2,259,685        | 2,170,112          | 2,170,112         | 3,143,781         | 3,265,115         | 3,287,954         | 3,268,942         |
| Other                                      | 46,916           | 19,179           | 5,719             | 1,271            | 13,367             | 13,367            | 23,843            | 40,807            | 58,791            | 77,803            |
| <b>Total Operating Revenues</b>            | <b>1,224,800</b> | <b>1,481,287</b> | <b>2,165,831</b>  | <b>2,260,955</b> | <b>2,183,479</b>   | <b>2,183,479</b>  | <b>3,167,624</b>  | <b>3,305,922</b>  | <b>3,346,745</b>  | <b>3,346,745</b>  |
| CT   | 1,224,800        | 1,481,287        | 2,165,831         | 2,260,955        | 2,183,479          | 2,183,479         | 3,167,624         | 3,305,922         | 3,346,745         | 3,346,745         |
| <b>Operating Expenses</b>                  |                  |                  |                   |                  |                    |                   |                   |                   |                   |                   |
| Personnel                                  | 311,869          | 307,149          | 414,126           | 355,072          | 423,222            | 423,222           | 436,849           | 450,916           | 465,435           | 480,422           |
| Operations                                 | 312,446          | 395,265          | 442,389           | 315,308          | 434,227            | 434,227           | 445,083           | 456,210           | 467,616           | 479,306           |
| Debt                                       | 115,454          | 108,626          | 107,048           | 107,048          | 110,762            | 110,762           | 106,619           | 110,535           | 15,199            | -                 |
| Transfer for Overhead to General Fund      | 451,425          | 398,040          | 468,515           | 441,930          | 475,542            | 475,542           | 482,675           | 489,916           | 497,264           | 504,723           |
| <b>Total Operating Expenses</b>            | <b>1,191,194</b> | <b>1,209,080</b> | <b>1,432,077</b>  | <b>1,219,358</b> | <b>1,443,753</b>   | <b>1,443,753</b>  | <b>1,471,227</b>  | <b>1,507,577</b>  | <b>1,445,514</b>  | <b>1,464,452</b>  |
| Net Revenues over (under) expenses         | <b>33,607</b>    | <b>272,207</b>   | <b>733,753</b>    | <b>1,041,597</b> | <b>739,726</b>     | <b>739,726</b>    | <b>1,696,397</b>  | <b>1,798,345</b>  | <b>1,901,231</b>  | <b>1,882,293</b>  |
| <b>Running Cash Balance</b>                | <b>330,789</b>   | <b>602,996</b>   | <b>1,336,749</b>  | <b>1,644,593</b> | <b>2,384,319</b>   | <b>2,384,319</b>  | <b>4,080,716</b>  | <b>5,879,062</b>  | <b>7,780,292</b>  | <b>9,662,586</b>  |
| <b>Target Operating Reserve - 3 months</b> | <b>297,798</b>   | <b>302,270</b>   | <b>358,019</b>    | <b>304,840</b>   | <b>360,938</b>     | <b>360,938</b>    | <b>367,807</b>    | <b>376,894</b>    | <b>361,379</b>    | <b>366,113</b>    |
| <b>Available Funds</b>                     | <b>32,990</b>    | <b>300,726</b>   | <b>978,730</b>    | <b>1,339,753</b> | <b>2,023,381</b>   | <b>2,023,381</b>  | <b>3,712,909</b>  | <b>5,502,167</b>  | <b>7,418,914</b>  | <b>9,296,473</b>  |
| <b>Major Maintenance Revenues</b>          |                  |                  |                   |                  |                    |                   |                   |                   |                   |                   |
| Revenue                                    | -                | -                | 50,000            | -                | 50,000             | 50,000            | 50,000            | 50,000            | 50,000            | 50,000            |
| Grant - Disaster Related                   | 357,649          | (102,378)        | 1,683,188         | 1,174,315        | -                  | 508,873           | -                 | -                 | -                 | -                 |
| Interest                                   | -                | -                | -                 | -                | -                  | -                 | -                 | -                 | -                 | -                 |
| <b>Total System Maintenance Revenues</b>   | <b>357,649</b>   | <b>(102,378)</b> | <b>1,733,188</b>  | <b>1,174,315</b> | <b>50,000</b>      | <b>558,873</b>    | <b>50,000</b>     | <b>50,000</b>     | <b>50,000</b>     | <b>50,000</b>     |
| <b>Major Maintenance Expenses</b>          |                  |                  |                   |                  |                    |                   |                   |                   |                   |                   |
| Supplies & Services                        | -                | -                | -                 | -                | -                  | -                 | -                 | -                 | -                 | -                 |
| Asset Management                           | -                | 88,865           | 69,000            | 52,072           | 68,000             | 118,500           | 77,250            | 100,786           | 84,140            | 16,883            |
| Disaster Recovery                          | 421,259          | 353,839          | 1,668,918         | 1,646,835        | -                  | -                 | -                 | -                 | -                 | -                 |
| Capital Outlay - Regulatory Compliance     | 14,042           | -                | -                 | -                | -                  | -                 | -                 | -                 | -                 | -                 |
| Capital Outlay - Major Maintenance         | -                | 15,169           | -                 | -                | 350,000            | 350,000           | -                 | -                 | -                 | -                 |
| <b>Total System Maintenance Expenses</b>   | <b>435,301</b>   | <b>457,873</b>   | <b>1,737,918</b>  | <b>1,698,907</b> | <b>418,000</b>     | <b>468,500</b>    | <b>77,250</b>     | <b>100,786</b>    | <b>84,140</b>     | <b>16,883</b>     |
| <b>Annual Net</b>                          | <b>(77,652)</b>  | <b>(560,251)</b> | <b>(4,730)</b>    | <b>(524,591)</b> | <b>(368,000)</b>   | <b>90,373</b>     | <b>(27,250)</b>   | <b>(50,786)</b>   | <b>(34,140)</b>   | <b>33,117</b>     |
| <b>Running Cash Balance</b>                | <b>408,940</b>   | <b>(151,311)</b> | <b>(156,041)</b>  | <b>(675,902)</b> | <b>(1,043,902)</b> | <b>(585,529)</b>  | <b>(612,779)</b>  | <b>(663,565)</b>  | <b>(697,705)</b>  | <b>(664,588)</b>  |
| <b>System Expansion Revenues</b>           |                  |                  |                   |                  |                    |                   |                   |                   |                   |                   |
| Grant Revenue                              | -                | -                | 1,101,124         | 373,206          | -                  | 1,650,272         | -                 | -                 | -                 | -                 |
| System Development Fees                    | 268,056          | 125,078          | 50,000            | 281,907          | 50,000             | 50,000            | 50,000            | 50,000            | 50,000            | 50,000            |
| Interest                                   | -                | -                | 5,213             | 3,690            | 6,682              | 6,682             | 2,600             | 3,505             | 4,040             | 4,581             |
| <b>Total System Expansion Revenues</b>     | <b>268,056</b>   | <b>125,078</b>   | <b>1,156,337</b>  | <b>658,802</b>   | <b>56,682</b>      | <b>1,706,954</b>  | <b>52,600</b>     | <b>53,505</b>     | <b>54,040</b>     | <b>54,581</b>     |
| <b>System Expansion Expenses</b>           |                  |                  |                   |                  |                    |                   |                   |                   |                   |                   |
| Capital Outlay                             | -                | -                | 1,219,400         | 1,182,570        | 350,000            | 1,501,622         | -                 | -                 | -                 | -                 |
| <b>Total System Maintenance Expenses</b>   | <b>-</b>         | <b>-</b>         | <b>1,219,400</b>  | <b>1,182,570</b> | <b>350,000</b>     | <b>1,501,622</b>  | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |
| <b>Annual Net</b>                          | <b>268,056</b>   | <b>125,078</b>   | <b>(63,063)</b>   | <b>(523,768)</b> | <b>(293,318)</b>   | <b>205,332</b>    | <b>52,600</b>     | <b>53,505</b>     | <b>54,040</b>     | <b>54,581</b>     |
| <b>Running Cash Balance</b>                | <b>491,289</b>   | <b>616,367</b>   | <b>553,304</b>    | <b>92,599</b>    | <b>259,986</b>     | <b>297,931</b>    | <b>350,531</b>    | <b>404,036</b>    | <b>458,076</b>    | <b>512,657</b>    |
| Total Waste Water Fund Revenue             | 1,850,505        | 1,503,987        | 5,055,356         | 4,094,073        | 2,290,161          | 4,449,306         | 3,270,224         | 3,409,427         | 3,450,785         | 3,451,326         |
| Total Waste Water Fund Expenses            | 1,626,495        | 1,666,953        | 4,389,395         | 4,100,835        | 2,211,753          | 3,413,875         | 1,548,477         | 1,608,363         | 1,529,654         | 1,481,335         |
| Changes in Working Capital                 | (476,627)        | 232,915          | -                 | 383,540          | -                  | -                 | -                 | -                 | -                 | -                 |
| <b>Ending Cash</b>                         | <b>889,538</b>   | <b>959,487</b>   | <b>1,625,447</b>  | <b>1,336,265</b> | <b>1,414,673</b>   | <b>2,371,696</b>  | <b>4,093,443</b>  | <b>5,894,508</b>  | <b>7,815,639</b>  | <b>9,785,630</b>  |
| CT   | 889,538          | 959,487          | 1,625,447         | 1,336,265        | 1,414,673          | 2,371,696         | 4,093,443         | 5,894,508         | 7,815,639         | 9,785,630         |
| <b>Restricted Cash</b>                     | <b>268,935</b>   | <b>275,726</b>   |                   |                  |                    |                   |                   |                   |                   |                   |

**2013-2020 Capital Improvement Plan**

|   | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V5 | 2015<br>Actual   | 2016<br>Budget | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|----------------|----------------|-------------------|------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Combined Plant Planning/Design              | -              | 15,169         | 1,201,000         | 1,178,749        | -              | 1,131,289         | -                 | -                 | -                 | -                 |
| WWTP Expansion to 2.0 MGD - Planning/Design | 14,042         | -              | -                 | -                | -              | -                 | -                 | -                 | -                 | -                 |
| HNP - Headworks Screening Improvements      | -              | -              | -                 | -                | -              | -                 | -                 | -                 | -                 | -                 |
| Utility Billing Software                    | -              | -              | 18,400            | 3,821            | -              | -                 | 20,333            | -                 | -                 | -                 |
| Vac Truck                                   | -              | -              | -                 | -                | 350,000        | 350,000           | -                 | -                 | -                 | -                 |
| <b>Waste Water Fund Total</b>               | <b>14,042</b>  | <b>15,169</b>  | <b>1,219,400</b>  | <b>1,182,570</b> | <b>350,000</b> | <b>1,501,622</b>  | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |

### City of Evans Storm Drainage Fund Long Range Financial Plan

|  | 2013<br>Actual | 2014<br>Actual   | 2015<br>Budget V3  | 2015<br>Actual   | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected  | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|--|----------------|------------------|--------------------|------------------|-------------------|-------------------|--------------------|-------------------|-------------------|-------------------|
| Beginning Cash                                 | 730,294        | 958,656          | 1,293,597          | 1,293,597        | 646,321           | 646,321           | 686,917            | (403,890)         | (728,160)         | (395,752)         |
| <b>Operating Revenues</b>                      |                |                  |                    |                  |                   |                   |                    |                   |                   |                   |
| Storm Drainage Sales                           | 456,298        | 481,223          | 736,530            | 549,146          | 476,037           | 656,563           | 485,557            | 495,268           | 505,174           | 515,277           |
| Other  | (1,412)        | 5,787            | 1,347              | 4,424            | 5,787             | 5,787             | 5,787              | 5,787             | 5,787             | 5,787             |
| <b>Total Operating Revenues</b>                | <b>454,886</b> | <b>487,010</b>   | <b>737,877</b>     | <b>553,570</b>   | <b>481,824</b>    | <b>662,350</b>    | <b>491,344</b>     | <b>501,055</b>    | <b>510,960</b>    | <b>521,064</b>    |
| CT   | 454,886        | 487,010          | 737,877            | 553,570          | 481,824           | 662,350           | 491,344            | 501,055           | 510,960           | 521,064           |
| <b>Operating Expenses</b>                      |                |                  |                    |                  |                   |                   |                    |                   |                   |                   |
| Storm Operations                               | 9,650          | 20,669           | 301,645            | 99,457           | 28,411            | 208,937           | 29,121             | 29,849            | 30,596            | 31,361            |
| Disaster Recovery                              | 8,080          | -                | -                  | -                | -                 | -                 | -                  | -                 | -                 | -                 |
| <b>Total Operating Expenses</b>                | <b>17,730</b>  | <b>20,669</b>    | <b>301,645</b>     | <b>99,457</b>    | <b>28,411</b>     | <b>208,937</b>    | <b>29,121</b>      | <b>29,849</b>     | <b>30,596</b>     | <b>31,361</b>     |
| Transfer Out - Overhead to GF                  | (150,665)      | (126,287)        | (158,247)          | (135,757)        | (160,620)         | (160,620)         | (163,030)          | (165,475)         | (167,957)         | (170,477)         |
| <b>Operating Income (Loss) after transfers</b> | <b>286,491</b> | <b>340,054</b>   | <b>277,985</b>     | <b>318,356</b>   | <b>292,793</b>    | <b>292,793</b>    | <b>299,193</b>     | <b>305,730</b>    | <b>312,407</b>    | <b>319,227</b>    |
| <b>Other Income (Expense)</b>                  |                |                  |                    |                  |                   |                   |                    |                   |                   |                   |
| Plant Inv Fees/Cash in Lieu of Fees            | 69,324         | 32,430           | 20,000             | 38,386           | 20,000            | 20,000            | 20,000             | 20,000            | 20,000            | 20,000            |
| Capital Outlay                                 | (121,055)      | (5,049)          | (1,304,959)        | (1,019,400)      | (50,000)          | (272,197)         | (1,410,000)        | (650,000)         | -                 | -                 |
| Asset Management                               | -              | -                | -                  | -                | -                 | -                 | -                  | -                 | -                 | -                 |
| Changes in Working Capital                     | (6,398)        | (32,494)         | -                  | 15,382           | -                 | -                 | -                  | -                 | -                 | -                 |
| <b>Increase (Decrease) in Cash</b>             | <b>228,362</b> | <b>334,941</b>   | <b>(1,006,974)</b> | <b>(647,276)</b> | <b>262,793</b>    | <b>40,596</b>     | <b>(1,090,807)</b> | <b>(324,270)</b>  | <b>332,407</b>    | <b>339,227</b>    |
| <b>Ending Cash</b>                             | <b>958,656</b> | <b>1,293,597</b> | <b>286,623</b>     | <b>646,321</b>   | <b>909,114</b>    | <b>686,917</b>    | <b>(403,890)</b>   | <b>(728,160)</b>  | <b>(395,752)</b>  | <b>(56,526)</b>   |
| CT   | 958,656        | 1,293,597        | 286,623            | 646,321          | 909,114           | 686,917           | (403,890)          | (728,160)         | (395,752)         | (56,526)          |
| <b>Target Reserve - 3 months</b>               | <b>4,433</b>   | <b>5,167</b>     | <b>75,411</b>      | <b>24,864</b>    | <b>7,103</b>      | <b>52,234</b>     | <b>7,280</b>       | <b>7,462</b>      | <b>7,649</b>      | <b>7,840</b>      |

#### 2013-2020 Capital Improvement Plan

|   | 2013<br>Actual | 2014<br>Actual | 2015<br>Budget V3 | 2015<br>Actual   | 2016<br>Budget V1 | 2016<br>Budget V2 | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|----------------|----------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 23rd Ave. Drainage Basin Improvements                   | 23,916         | -              | -                 | -                | -                 | -                 | -                 | -                 | -                 | -                 |
| 23rd Ave Outfall Design-49th to S Platte River          | -              | -              | -                 | -                | -                 | -                 | 600,000           | -                 | -                 | -                 |
| Tuscany Storm Drainage Improvements                     | 23,500         | -              | -                 | -                | -                 | -                 | -                 | -                 | -                 | -                 |
| Hwy 85/37th St Drainage                                 | 30,309         | 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              | 10,075         | -              | 572,000           | 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                 | 33,255         | 4,245          | 230,000           | 218,921          | -                 | -                 | -                 | -                 | -                 | -                 |
| Belmont Outfall   | -              | -              | -                 | -                | -                 | -                 | -                 | 650,000           | -                 | -                 |
| 43rd and Central Storm Sewer (Easment, design & Const.) | -              | -              | 150,000           | -                | -                 | 141,009           | -                 | -                 | -                 | -                 |
| 29th and Anchor Inlet additions                         | -              | -              | 75,000            | -                | -                 | 75,000            | -                 | -                 | -                 | -                 |
| Utility Billing Software                                | -              | -              | 5,600             | 1,163            | -                 | 6,188             | -                 | -                 | -                 | -                 |
| 36th Street Storm Sewer                                 | -              | -              | 272,359           | 217,328          | -                 | -                 | -                 | -                 | -                 | -                 |
| Street Sweeper  | -              | -              | -                 | -                | 50,000            | 50,000            | -                 | -                 | -                 | -                 |
| <b>Storm Drainage Total</b>                             | <b>121,055</b> | <b>5,049</b>   | <b>1,304,959</b>  | <b>1,019,400</b> | <b>50,000</b>     | <b>272,197</b>    | <b>1,410,000</b>  | <b>650,000</b>    | -                 | -                 |

\* Capital is budgeted at 90% of projected ending fund balance after operations. 971,740    1,168,782    1,432,424    1,499,149    863,202    863,202    905,499    (70,344)    (356,177)    (50,873)

## City of Evans Cemetery Endowment Fund Long Range Financial Plan

|   | 2013<br>Actual  | 2014<br>Actual | 2015<br>Budget | 2015<br>Actual | 2016<br>Budget | 2017<br>Projected | 2018<br>Projected | 2019<br>Projected | 2020<br>Projected |
|---|-----------------|----------------|----------------|----------------|----------------|-------------------|-------------------|-------------------|-------------------|
| Beginning Fund Balance                          | 56,676          | 45,519         | 49,467         | 49,467         | 49,467         | 49,467            | 49,467            | 49,467            | 49,467            |
| <b>Revenues</b>                                 |                 |                |                |                |                |                   |                   |                   |                   |
| Investment Income                               | 7,443           | 3,948          | 6,000          | 1,471          | 6,000          | 6,000             | 6,000             | 6,000             | 6,000             |
| <b>Total Revenues</b>                           | <b>7,443</b>    | <b>3,948</b>   | <b>6,000</b>   | <b>1,471</b>   | <b>6,000</b>   | <b>6,000</b>      | <b>6,000</b>      | <b>6,000</b>      | <b>6,000</b>      |
| CT  | -               | -              | -              | -              | -              | -                 | -                 | -                 | -                 |
| Transfers In                                    | -               | -              | -              | -              | -              | -                 | -                 | -                 | -                 |
| <b>Total Available Funds</b>                    | <b>7,443</b>    | <b>3,948</b>   | <b>6,000</b>   | <b>1,471</b>   | <b>6,000</b>   | <b>6,000</b>      | <b>6,000</b>      | <b>6,000</b>      | <b>6,000</b>      |
| <b>Expenditures</b>                             |                 |                |                |                |                |                   |                   |                   |                   |
| Culture, Parks & Recreation                     | 18,600          | -              | 6,000          | 1,471          | 6,000          | 6,000             | 6,000             | 6,000             | 6,000             |
| <b>Total Expenditures</b>                       | <b>18,600</b>   | <b>-</b>       | <b>6,000</b>   | <b>1,471</b>   | <b>6,000</b>   | <b>6,000</b>      | <b>6,000</b>      | <b>6,000</b>      | <b>6,000</b>      |
| Transfers Out                                   | -               | -              | -              | -              | -              | -                 | -                 | -                 | -                 |
| <b>Excess Revenue Over (Under) Expenditures</b> | <b>(11,157)</b> | <b>3,948</b>   | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>          | <b>-</b>          | <b>-</b>          | <b>-</b>          |
| <b>Ending Fund Balance</b>                      | <b>45,519</b>   | <b>49,467</b>  | <b>49,467</b>  | <b>49,467</b>  | <b>49,467</b>  | <b>49,467</b>     | <b>49,467</b>     | <b>49,467</b>     | <b>49,467</b>     |
| CT  | 45,518          | 49,467         |                | 49,467         |                |                   |                   |                   |                   |

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## COUNCIL COMMUNICATION

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**DATE:** April 19, 2016

**AGENDA ITEM:** 7.E

**SUBJECT:** Ordinance No. 652-16 Approving a loan from the Colorado Water Resources and Power Development Authority in the principal amount not to exceed \$41,429,000; authorizing the form and execution of the loan agreement and a governmental agency bond to evidence such loan; authorizing the construction of a project; and prescribing other details in connection therewith.

**PRESENTED BY:** Jessica Gonifas, CPA, Deputy City Manager  
Fred Starr, Public Works Director

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### AGENDA ITEM DESCRIPTION:

Chapter VII, Section 7.3 of the City Charter requires the creation of indebtedness to be approved by ordinance.

Through resolution 23-2014 adopted on July 15, 2014, the City Council directed City staff to proceed with improvements to the Waste Water Treatment Facilities within the City. As a result of the 2013 flood damage to the Evans Wastewater treatment plant and the need to increase treatment capacity and meet upcoming regulatory requirements, the City of Evans needed to make improvements to the wastewater treatment system. Improvements included the consolidation of current treatment facilities into one location at the existing Hill-n-Park treatment plant site allowing the City to meet both capacity and water quality requirements while benefitting from the efficiency of operating only one treatment plant. Additionally, the following driving factors also contributed to the decision to proceed with the consolidated treatment plant:

- Flood related impacts to existing facilities
- Current effluent quality problems
- Current capacity problems
- New Effluent quality standards (Regulation 85)
- Need for more operational flexibility and redundancy in the WWTP
- Need for more advanced control of WWTP operations

In late 2014, the project began with the contracting of a Project Management Firm, Ditesco. Soon thereafter, grants were successfully obtained amounting to over \$2.04 million which funded the majority of the design on the project. With the design nearly complete, construction is slated to begin mid-summer of this year.

In order to effectively manage this large project, a project team consisting of one City Council member, the President of the Water and Sewer Board and several key staff members was created to oversee the

details of the project as it moved forward. Both the Water and Sewer Board along with the City Council have received updates from the project team on several occasions and formally at the work sessions since the beginning of the project. The project team has also held several open houses and included many updates on the project in communications to residents.

The amount of the debt issuance within the ordinance is intended to be a maximum and matches the amount of debt applied for through the Colorado Water Resources and Power Development Authority (“Water and Power Authority”). The final issuance of debt will likely be for less than the allowable amount in the ordinance. The interest rate is also intended to be a maximum, although it is anticipated that the rate will be lower in the final debt issuance.

As consumer rate discussions have also been ongoing since the inception of the project, the project team has brought the final recommendation for the future phased rate adjustments, intended to both service the debt under consideration in this ordinance and fund operations and maintenance on the new plant, are the next item on the agenda for this meeting.

Also attached to the ordinance is the Draft Loan Agreement with the Water and Power Authority. The final loan agreement may include minor changes, subject to approval by legal staff before execution.

Finally, after adoption, the City will continue to work with the Water and Power Authority to finalize the loan agreement with an anticipated closing date in June. Professionals involved in the transaction include Butler Snow LLP (Bond Counsel and Disclosure Counsel), FirstSouthwest (Financial Advisor to the City) and the staff at the Water and Power Authority.

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**FINANCIAL SUMMARY:**

The attached ordinance allows the City to execute a loan agreement through its Waste Water Enterprise, with the Colorado Water Resources and Power Development Authority in the amount not to exceed \$41,429,000 with a maximum interest rate of 3.5%. The revenue collected from consumers for waste water rates is pledged to pay the debt service on the debt. The City has up to one year to execute into the loan agreement. The maximum amount of the debt issuance includes funds for the remaining design and construction of the plant, project contingency, and transaction costs.

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**RECOMMENDATION:**

Staff recommends approval of the ordinance allowing the City to enter into the debt agreement with the Colorado Water Resources and Power Development Authority.

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**SUGGESTED MOTIONS:**

I move to approve Ordinance No. 652-16 on second reading.

I move to deny Ordinance No. 652-16 on second reading.

**WATER POLLUTION CONTROL REVOLVING FUND**

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**LOAN AGREEMENT**

**BETWEEN**

**COLORADO WATER RESOURCES AND**

**POWER DEVELOPMENT AUTHORITY**

**AND**

**CITY OF EVANS, COLORADO, ACTING BY AND THROUGH ITS WASTEWATER  
UTILITIES ENTERPRISE**

**DATED AS OF MAY 1, 2016**

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**THIS LOAN AGREEMENT**, made and entered into as of May 1, 2016, by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the “Authority”), a body corporate and political subdivision of the State of Colorado, and **CITY OF EVANS, COLORADO, ACTING BY AND THROUGH ITS WASTEWATER UTILITIES ENTERPRISE** (the “Governmental Agency”);

**WITNESSETH THAT:**

**WHEREAS**, the United States of America, pursuant to the federal Water Quality Act of 1987, requires increased state and local participation in the financing of the costs of wastewater treatment projects and said Water Quality Act of 1987 requires each state, as a condition to the receipt of certain funds, to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for such projects;

**WHEREAS**, the Authority was created to initiate, acquire, construct, maintain, repair and operate or cause to be operated water management projects which include wastewater treatment facilities and to issue its bonds to pay the cost of such projects;

**WHEREAS**, Section 37-95-107.6 of the Colorado Revised Statutes has created a water pollution control revolving fund to be administered by the Authority which will enable the State of Colorado to comply with the provisions of said federal Water Quality Act of 1987;

**WHEREAS**, the Authority has determined to issue its bonds and to loan the proceeds of such bonds to public entities in Colorado to finance the costs of wastewater treatment facilities, and to use moneys on deposit in the water pollution control revolving fund to assist such public entities in connection with the financing of such facilities;

**WHEREAS**, the Authority, in accordance with the Act and the Bond Resolution (as such terms are hereinafter defined), will issue its bonds for the purpose of making loans from the proceeds thereof to public entities, including the Governmental Agency, to finance all or any portion of the cost of wastewater treatment facilities;

**WHEREAS**, the Governmental Agency has made timely application to the Authority for a loan to finance all or any portion of the cost of a wastewater treatment facility;

**WHEREAS**, the General Assembly of the State of Colorado has approved a water pollution control project eligibility list which includes the wastewater treatment facility proposed to be financed hereunder;

**WHEREAS**, the Authority has approved the Governmental Agency’s application for a loan from available proceeds of the bonds of the Authority in an amount not to exceed the amount of the loan commitment set forth in paragraph (3) of Exhibit B hereto to finance all or any portion of the cost of a wastewater treatment facility of the Governmental Agency;

**WHEREAS**, the Governmental Agency will issue its bond to the Authority to evidence said loan from the Authority;

**NOW, THEREFORE**, for and in consideration of the award of the loan by the Authority and of the mutual covenants herein, the Authority and the Governmental Agency each agree to perform their respective obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

## **ARTICLE I.**

### **DEFINITIONS**

**SECTION 1.01 Definitions.** The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

**“Act”** means the “Colorado Water Resources and Power Development Authority Act,” being Section 37-95-101 et. seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

**“Administrative Fee”** means the fee payable pursuant to subsection (b) of Section 3.03 hereof which is calculated on the basis of an annual fee of eight-tenths of one percent (.8%) of the initial principal amount of the Loan, or such lesser amount, if any, as the Authority may approve from time to time.

**“Allocable Investment Income”** means the interest earnings or accrual thereof on the Project Loan Subaccount which are to be credited to the Loan Repayments in accordance with subsection (c) of Section 3.03.

**“Allocable Percentage”** means the percentage allocated to the Governmental Agency under the definition of “Allocable Share” contained in Section 1.01 of the Bond Resolution.

**“Annual Information”** means the information specified in Section 2.03 in this Loan Agreement.

**“Authority”** means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado with corporate succession duly created and validly existing under and by virtue of the Act.

**“Authority Bonds”** means bonds authorized by the Bond Resolution, together with any refunding bonds authenticated and delivered pursuant to the Bond Resolution, in each case in order to provide the source of funding of the Loan, including the particular Project Loan Subaccount from which the amounts loaned to the Governmental Agency pursuant to this Loan Agreement are taken.

**“Authorized Officer”** means, in the case of the Governmental Agency, the person whose name is set forth in Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond or this Loan Agreement whose name is furnished in writing to the Authority.

**“Bond Resolution”** means the Water Pollution Control Revolving Fund 2016 Series A Revenue Bond Resolution, as adopted by the Authority on April 22, 2016, authorizing the issuance of the Authority Bonds, and all further amendments and supplements thereto adopted in accordance with the provisions thereof.

**“Code”** means the “Internal Revenue Code of 1986,” as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

**“Cost”** means those costs that are eligible to be funded from draws under the Federal Capitalization Agreement and are reasonable, necessary and allocable to the Project and are permitted by GAAP to be costs of the Project. Cost shall also include Costs of Issuance (as defined in the Bond Resolution).

**“Event of Default”** means any occurrence or event specified in Section 5.01 hereof.

**“Federal Capitalization Agreement”** means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et. seq.)

**“Fiscal Year”** means the fiscal year of the Governmental Agency.

**“GAAP”** means generally accepted accounting principles as in effect from time to time in the United States.

**“Governmental Agency”** means the public entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

**“Governmental Agency Bond”** means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan, dated the date of the Loan Closing, the form of which is attached hereto as Exhibit D and made a part hereof.

**“Governmental Agencies”** means the Governmental Agency and any other governmental agencies permitted by the Act that have entered into Loan Agreements with the Authority pursuant to which the Authority will make Loans to such Governmental Agencies from moneys on deposit in the Project Account financed with the proceeds of the Authority Bonds.

**“Gross Revenues”** means the defined term of this Loan Agreement set forth in paragraph (4) of Exhibit A attached hereto and made a part hereof.

**“Holder”** means any holder of Authority Bonds as defined under the Bond Resolution and, for the purposes of Section 2.03 of this Loan Agreement, shall also mean any beneficial owner of Authority Bonds within the meaning of Rule 13-d under the Securities Exchange Act of 1934, as amended.

**“Loan”** means the loan made by the Authority to the Governmental Agency to finance or refinance all or any portion of the Cost of the Project pursuant to this Loan Agreement. For all

purposes of this Loan Agreement, the principal amount of the Loan at any time shall be equal to the amount of the loan commitment set forth in paragraph (3) of Exhibit B attached hereto and made a part of this Loan Agreement (which loan commitment amount equals the sum of (i) the amount actually deposited in the Project Loan Subaccount from the proceeds of the Authority Bonds, moneys of the Authority and moneys drawn by the Authority pursuant to the Federal Capitalization Agreement, (ii) the Governmental Agency's Allocable Percentage of the Costs of Issuance, original issue discount and underwriter's discount for all Authority Bonds issued in connection with the making of the Loan and the deposit to the 2016 Series A Matching Account, and (iii) capitalized interest during the Project construction period to be paid with the proceeds of Authority Bonds), less any portion of such principal amount as has been repaid by the Governmental Agency under this Loan Agreement.

**“Loan Agreement”** means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof and of the Bond Resolution.

**“Loan Agreements”** means this Loan Agreement and any other loan agreements entered into between the Authority and one or more of the Governmental Agencies pursuant to which the Authority will make Loans to such Governmental Agencies from moneys on deposit in the Project Account financed with the proceeds of certain of the Authority Bonds and funds of the Authority.

**“Loan Closing”** means the date upon which the Authority shall issue and deliver the initial Authority Bonds.

**“Loan Repayments”** means the payments payable by the Governmental Agency pursuant to Section 3.03 of this Loan Agreement, including payments payable under the Governmental Agency Bond.

**“Loan Servicer”** means the Loan Servicer for the Loans, duly appointed and designated as such pursuant to the Loan Servicing Agreement, dated as of the dated date of the Authority Bonds, between the Authority and the Loan Servicer, and its successors as Loan Servicer under the Loan Servicing Agreement.

**“Loans”** means the Loan and loans made by the Authority to other Governmental Agencies under the Loan Agreements.

**“Loan Term”** means the defined term set forth in paragraph (4) of Exhibit B attached hereto and made a part hereof.

**“MSRB”** means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

**“Pledged Property”** means the defined term set forth in paragraph (4) of Exhibit A attached hereto and made a part hereof.

**“Prime Rate”** means the prevailing commercial interest rate announced by the Trustee from time to time as its prime lending rate.

**“Project”** means the wastewater treatment system project of the Governmental Agency described in paragraph (1) of Exhibit A attached hereto and made a part hereof, all or any portion of the Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

**“Project Account”** means the 2016 Series A Project Account created under the Bond Resolution.

**“Project Loan Subaccount”** means the 2016 Series A Project Loan Subaccount established on behalf of the Governmental Agency in the Project Account in accordance with the Bond Resolution.

**“Rule 15c2-12”** means Rule 15c2-12 under the Securities Exchange Act of 1934, as amended through the date of adoption of the Bond Resolution, together with all interpretive guidances or other official interpretations and explanations thereof that are promulgated by the SEC.

**“SEC”** means the United States Securities and Exchange Commission.

**“2016 Series A Matching Account”** means the 2016 Series A Matching Account created under the Bond Resolution.

**“System”** has the same meaning as described in paragraph (2) of Exhibit A attached hereto and made a part hereof for which the Governmental Agency is making the borrowing under this Loan Agreement.

**“Trustee”** means the Trustee appointed by the Authority pursuant to the Bond Resolution and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Resolution.

Terms not otherwise defined in this Section 1.01 or in Exhibits A and B hereto shall have the meanings ascribed to them in the Bond Resolution.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

## **ARTICLE II.**

### **REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY**

**SECTION 2.01 Representations of Governmental Agency.** The Governmental Agency represents for the benefit of the Authority and the holders of the Authority Bonds as follows:

- (a) Organization and Authority.
  - (i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

- (ii) The Governmental Agency has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to execute, issue and deliver the Governmental Agency Bond, to undertake the Project (other than licenses, permits, and approvals relating to the construction and acquisition of the Project which the Governmental Agency expects to receive in the ordinary course of business), and to carry out and consummate all transactions contemplated by this Loan Agreement. The Project is on the water pollution control project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project which the Governmental Agency may undertake pursuant to Colorado law and for which the Governmental Agency is authorized by law to borrow money.
- (iii) The proceedings of the Governmental Agency's governing body and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond and authorizing their execution, issuance and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake the Project have been duly and lawfully adopted in accordance with the laws of Colorado and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.
- (iv) This Loan Agreement and the Governmental Agency Bond, when delivered at the Loan Closing, will have been, duly authorized, executed and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid and binding obligations of the Governmental Agency in accordance with their respective terms, and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all respects.

(b) Full Disclosure.

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's application for the Loan or otherwise that materially adversely affects the properties, activities or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments and otherwise observe and perform its duties, covenants,

obligations and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

There are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond, that have not been disclosed in writing to the Authority in the Governmental Agency's application for the Loan or otherwise to the Authority.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions provided for in this Loan Agreement and the Governmental Agency Bond, the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of (i) this Loan Agreement and the Governmental Agency Bond and (ii) any ordinance, resolution or indenture which authorized outstanding debt obligations of the Governmental Agency that are at parity with, or superior to, the Governmental Agency Bond as to lien on, and source and security for, payment thereon from the Pledged Property) to which the Governmental Agency is a party or by which the Governmental Agency, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established or any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Governmental Agency, the System or its properties or operations is subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement and the Governmental Agency Bond or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, the System or its property may be bound, which violation would materially adversely affect

the properties, activities, prospects or condition (financial or otherwise) of the Governmental Agency or the System or the ability of the Governmental Agency to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental body or officer) for the making, observance and performance by the Governmental Agency of its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond or for the undertaking of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Governmental Agency of its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained (or that is not reasonably expected to be obtained) is required on the part of the Governmental Agency as a condition to the authorization, execution and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency (i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Governmental Agency or the System; and (ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Governmental Agency to conduct its activities or undertake the Project or the condition (financial or otherwise) of the Governmental Agency or the System (other than licenses, permits, franchises or other governmental authorizations relating to the construction and acquisition of the Project which the Governmental Agency expects to receive in the ordinary course of business).

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority (i) to finance or refinance all or any portion of the Cost of the Project; and (ii) where applicable, to reimburse the Governmental Agency for all or any portion of the Cost of the Project, which portion was paid or incurred in anticipation of reimbursement by the Authority.

## **SECTION 2.02 Particular Covenants of the Governmental Agency.**

(a) Repayment Pledge.

The Governmental Agency irrevocably pledges and grants a lien on the Pledged Property for the punctual payment of the Loan Repayments.

(b) Performance Under Loan Agreement.

The Governmental Agency covenants and agrees (i) to maintain the System in good repair and operating condition; (ii) to cooperate with the Authority in the observance and performance of the respective duties, covenants, obligations and agreements of such Governmental Agency and the Authority under this Loan Agreement; and (iii) to comply with the covenants described in the Exhibits to this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefor.

The Governmental Agency covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project Completion Date set forth in Exhibit B hereto and made a part hereof; and (ii) to the extent legally available, to provide from the Gross Revenues all moneys, in excess of the total amount of Loan proceeds it receives under the Loan, required to complete the Project.

(d) Disposition of the System.

Except for the disposal of any portion of the System which the Governmental Agency determines is no longer necessary for the operation of the System, the Governmental Agency shall not sell, lease, abandon or otherwise dispose of all or substantially all of the System, or any other component of the System which provides revenues to provide for the payment of this Loan Agreement or the Governmental Agency Bond except on ninety (90) days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Governmental Agency shall assign this Loan Agreement in accordance with Section 4.02 hereof and its rights and interests hereunder to the purchaser or lessee of the System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Governmental Agency under this Loan Agreement; and (ii) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Resolution, and will not adversely affect the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, adversely affect the eligibility of interest on Authority Bonds then outstanding for exclusion from gross income for purposes of Federal income taxation or adversely affect any agreement entered into by the Authority or the State with, or condition of any grant received by the Authority or the State from, the United States of America, which is related to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.)

(e) Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (i) The Governmental Agency covenants and agrees that it shall not take or permit any action or fail to take any action which action or omission would result in the loss of the exclusion of the interest on any Authority Bonds (assuming solely for this purpose that the proceeds of the Authority Bonds loaned to the Governmental Agency represent all of the proceeds of the Authority Bonds) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.
- (ii) The Governmental Agency covenants and agrees that it shall not take or permit any action or fail to take any action, which action or omission would cause the Authority Bonds (assuming solely for this purpose that the proceeds of the Authority Bonds loaned to the Governmental Agency represent all of the proceeds of the Authority Bonds) to be “private activity bonds” within the meaning of section 141(a) of the Code. Accordingly, unless the Governmental Agency receives the prior written approval of the Authority, and subject to the conditions of Section 2.02(d)(ii), the Governmental Agency shall neither (A) permit in excess of 10 percent of either (1) the proceeds (as such term is used in Section 141 of the Code) of the Authority Bonds loaned to the Governmental Agency or (2) the Project financed (or refinanced) with the proceeds of the Authority Bonds loaned to the Governmental Agency, to be used directly or indirectly in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, nor (B) use directly or indirectly any of the proceeds of the Authority Bonds loaned to the Governmental Agency to make or finance loans to persons other than governmental units (as such term is used in section 141(c) of the Code); provided further, that more than one half of the private business use permitted by clause (A) shall be neither (1) disproportionate related business use, nor (2) private business use not related to the government use of such proceeds of the Authority Bonds, as those terms are used in Section 141(b)(3) of the Code.
- (iii) The Governmental Agency covenants and agrees that it shall not directly or indirectly use or permit the use of any proceeds of the Authority Bonds (or amounts treated as replaced with such proceeds) or any other funds, or take or permit any action or fail to take any action, which use, action or omission would cause the Authority Bonds (assuming solely for this purpose that the proceeds of the Authority Bonds in the hands of the Governmental Agency represent all of the proceeds of the Authority Bonds) to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (iv) The Governmental Agency covenants and agrees that it shall not use or permit the use of any portion of the proceeds of the Authority Bonds to retire any other obligations of the Governmental Agency or any other

entity, unless the Governmental Agency obtains the written consent of the Authority, which consent may be given or withheld in the Authority's sole discretion.

- (v) The Governmental Agency covenants and agrees to maintain records of its investments, if any, of proceeds of the Authority Bonds loaned to the Governmental Agency which are held by the Governmental Agency and earnings thereon, and will maintain records of expenditures of such proceeds. The Governmental Agency will pay to the Authority any earnings on proceeds of the Authority Bonds loaned to the Governmental Agency which are held by the Governmental Agency (including earnings on such earnings) which, in the opinion of the Authority, are required to be rebated to the United States Treasury Department. The Governmental Agency will provide copies of all records of its investment of such proceeds and of its expenditures to the Authority on a periodic basis upon request by the Authority and will furnish to the Authority, in writing, information regarding any facilities financed or refinanced therewith.
- (vi) Notwithstanding anything herein to the contrary, as long as is necessary to maintain the exclusion of interest on the Authority Bonds from gross income for Federal income tax purposes, the covenants contained in this subsection (e) shall survive the payment of the Authority Bonds and the interest thereon, including any payment pursuant to Section 12.01 of the Bond Resolution or prepayment pursuant to Section 3.08 of this Loan Agreement, respectively.
- (vii) The Governmental Agency shall not, pursuant to any arrangement formal or informal, purchase Authority Bonds in an amount related to the amount of the Loan.
- (viii) The Governmental Agency hereby certifies and represents that it has complied with the requirements of Treasury Regulation Section 1.150-2 in its authorizing resolution or other official action with regard to proceeds of the Authority Bonds, if any, to be used to reimburse the Governmental Agency for expenses incurred by the Governmental Agency prior to the issuance of the Authority Bonds. In the event that any of the proceeds of the Authority Bonds are to be used to pay debt service on any prior issue of the Governmental Agency, and any of the proceeds of such prior issue (or any obligations refinanced by such prior issue) were used to reimburse the Governmental Agency for expenditures incurred prior to the issuance of the prior issue (or refinanced obligations, as the case may be), the Governmental Agency hereby certifies and represents that the allocation of such proceeds to the reimbursed expenditure was a valid expenditure under the applicable law on reimbursement expenditures on the date of issue of the prior issue (or the refinanced obligations), as required by Federal Income Tax Regulation Section 1.150-2(g)(2).

(ix) By executing this Loan Agreement, the Governmental Agency hereby certifies, represents and agrees that:

- (1) The proceeds of the Authority Bonds to be loaned to the Governmental Agency pursuant to this Loan Agreement do not, taking into account available earnings thereon, exceed the amount necessary to pay for the Cost of the Project.
- (2) The Governmental Agency has entered into (or will enter into within six months from the date hereof) a binding commitment for the acquisition, construction or accomplishment of the Project, and will, within six months from the date of the Loan Closing, expend at least five percent of the proceeds of the Authority Bonds loaned to the Governmental Agency.
- (3) The Governmental Agency reasonably expects that 85% of the proceeds of the Loan will be expended within three years from the date of delivery of the initial series of Authority Bonds. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to completion.
- (4) The total proceeds of the sale of all obligations issued to date for the Project do not exceed the total Cost of the Project, taking into account available earnings thereon.
- (5) The Governmental Agency does not expect that the Project will be sold, leased or otherwise disposed of in whole or in part during the term of the Loan or of the Authority Bonds or for any portion of the term of the Loan or of the Authority Bonds. The Governmental Agency shall not sell, lease or otherwise dispose of the Project in whole or in part during the term of the Loan or of the Authority Bonds or for any portion of the term of the Loan or of the Authority Bonds unless the conditions of Section 2.02(d)(ii) have been satisfied.
- (6) Any fund established, utilized or held by or on behalf of the Governmental Agency to pay debt service on the Loan will be used to achieve a proper matching of revenues and debt service and will be depleted at least annually except for a reasonable carryover amount not to exceed earnings on the fund for the immediately preceding year or 1/12 of the annual debt service on the Loan for the immediately preceding year.
- (7) No portion of the amounts received from the Loan will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Project and which have been or will be used to acquire, directly or indirectly, obligations producing a yield

in excess of the yield on the Authority Bonds. The Governmental Agency does not expect to receive any amounts in the future that are intended to finance the portion of the Project being financed with proceeds of the Loan. No portion of the amounts received from the Loan will be used to finance working capital expenditures. The Loan has a weighted average maturity that does not exceed 120 percent of the average reasonably expected economic life of the capital projects financed or refinanced by the Loan.

- (8) No portion of the proceeds of the Loan which are held by the Governmental Agency will be invested, directly or indirectly, in federally-insured deposits or accounts, or federally-guaranteed investments, other than amounts of unexpended Loan proceeds invested in the debt service fund, in any reasonably required reserve or replacement fund, or investments of unexpended Loan proceeds for any remaining initial temporary period (e.g., no later than three years after the date of the Loan Closing) until the proceeds are needed for the Project.
- (9) No other obligations of the Governmental Agency (1) are reasonably expected to be paid out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as will be used to pay the Loan; and (2) are being sold at substantially the same time as the Loan (i.e., less than 15 days apart); and (3) were sold pursuant to the same plan of financing with the Loan.
- (10) The Governmental Agency has neither received notice that its certifications as to expectations may not be relied upon with respect to its obligations nor has it been advised that any adverse action by the Commissioner of the Internal Revenue Service is contemplated.
- (11) To the best of the knowledge and belief of the undersigned officer of the Governmental Agency, the facts and estimates set forth in this subsection of the Loan Agreement on which the Governmental Agency's expectations as to the application of the proceeds of the Authority Bonds loaned to the Governmental Agency are based, are reasonable.
- (12) None of the proceeds of the Authority Bonds loaned to the Governmental Agency which are held by the Governmental Agency will be invested in investments having a substantially guaranteed yield of four years or more.

(f) Operation and Maintenance of the System.

The Governmental Agency covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice, (i) at all times operate the properties of the System and any business in connection therewith in an efficient manner, (ii) maintain the System in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Governmental Agency to expend any funds which are derived from sources other than the Gross Revenues, and provided further that nothing herein shall be construed as preventing the Governmental Agency from doing so.

(g) Records; Accounts.

The Governmental Agency shall keep accurate records and accounts for the System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with GAAP, including standards related to the reporting of infrastructure assets and shall be audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Governmental Agency. Such System Records and General Records shall be made available for inspection by the Authority at any reasonable time, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the Authority within 210 days of the close of the fiscal year being so audited.

(h) Inspections; Information.

The Governmental Agency shall permit the Authority, and any party designated by the Authority, to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith.

(i) Insurance.

The Governmental Agency shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs providing against risk of direct physical loss, damage or destruction of the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining utility system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost. Nothing herein shall be deemed to preclude the Governmental Agency from exerting against any party, other than the Authority, a defense which may be available to the Governmental Agency, including, without limitation, a defense of sovereign immunity.

(j) Cost of Project.

The Governmental Agency certifies that the Cost of the Project, as listed in paragraph (2) of Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation and upon direction of the Authority will supply the same with a certificate from its engineer stating that such Cost is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project and other money that would, absent the Loan, have been used to pay the Cost of the Project.

(k) Notice of Material Adverse Change.

The Governmental Agency shall promptly notify the Authority of any material adverse change in the activities or condition (financial or otherwise) of the Governmental Agency relating to the System, or in the ability of the Governmental Agency to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond from the Gross Revenues. The Governmental Agency shall provide such financial information relating to the Governmental Agency as the Authority may require in connection with the issuance of Authority Bonds pursuant to the Bond Resolution.

(l) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for the portion of the Loan which is determined to be a Cost of the Project which is not eligible for funding from draws under the Federal Capitalization Agreement. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority with interest on the amount to be reimbursed at the rate borne by the Authority Bonds from the date of the Loan. Any such reimbursement shall be applied by the Authority to reduce the Loan Repayments due pursuant to Section 3.03(a). Eligible costs are costs associated with the approved scope of work, the plans and specifications and any change of orders.

(m) Advertising.

The Governmental Agency agrees not to advertise the Project for construction bids until plans and specifications for the Project have been approved by the State Department of Public Health and Environment.

(n) User Charges.

The Governmental Agency will establish a system of user charges to assure that each recipient of utility services from the System will pay such recipient's equitable share of the costs of operation and maintenance, including replacement of the System and the Governmental Agency also agrees that such system of user charges will be maintained. Further, the Governmental Agency agrees to proceed to establish an enforceable sewer use resolution to (i) prohibit future clear water connections to separate sanitary sewers; (ii) ensure that new sewers and sewer connections are properly designed and constructed; and (iii) require pretreatment of industrial wastes which would be detrimental to the

treatment works in its proper and efficient operation and maintenance or will otherwise prevent the entry of such waste into the treatment works.

(o) Plan of Operation.

The Governmental Agency shall submit to the State Department of Public Health and Environment, with the construction plans and specifications, a preliminary plan of operation, which shall provide a concise, sequential description of an implementation schedule for those activities necessary to assure efficient and reliable start-up and continual operation of the Project. The Governmental Agency agrees to implement the approved plan of operation.

The Governmental Agency shall also submit a draft operation and maintenance manual prior to 50 percent of the Project being constructed. The final manual must be submitted prior to 90 percent of the Project being constructed.

In addition, one year after commencement of operation, the Governmental Agency shall submit to the State, certification of achievement of the applicable Project performance certification standards.

(p) Commencement of Construction.

Within twelve (12) months after the Loan Closing, the Governmental Agency shall initiate construction of the Project.

(q) Interest in Project Site.

As a condition of the Loan, the Governmental Agency will demonstrate to the satisfaction of the Authority before advertising bids for construction that the Governmental Agency has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

(r) Archeological Artifacts.

In the event that archeological artifacts or historical sources are unearthed during construction excavation of the Project, the Governmental Agency shall stop or cause to be stopped, construction activities and will notify the State Historic Conservation Office and the Authority of such unearthing.

(s) No Lobbying.

No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. § 1913 or Section 607(a) of Public Law 96-74.

(t) Federal Water Pollution Control Act.

The Governmental Agency covenants to meet the requirements of or otherwise be treated under 204(d)(2) of the federal Water Pollution Control Act.

(u) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(v) Tax Compliance Questionnaire.

The Governmental Agency agrees to furnish to the Authority, no later than June 30 of each year, an executed copy of the Tax Compliance Questionnaire set forth in Exhibit G to this Loan Agreement.

(w) Additional Covenants and Requirements.

If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be included on Exhibit F hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement, if any, included on Exhibit F on the date of the Loan Closing.

**SECTION 2.03 Obligation to Provide Continuing Disclosure.**

(a) If the Governmental Agency is advised in writing by the Authority that the Governmental Agency is required to comply with the provisions of this Section 2.03, the Governmental Agency shall undertake, for the benefit of Holders of the Authority Bonds, to provide or cause to be provided through the Authority:

- (i) to the MSRB no later than 210 days after the end of each Fiscal Year, commencing with the end of the first Fiscal Year following receipt of such advice from the Authority, the Annual Information relating to such Fiscal Year;
- (ii) if not submitted as part of or with the Annual Information, to the MSRB audited financial statements of the Governmental Agency for such Fiscal Year when and if they become available; provided that if the Governmental Agency's audited financial statements are not available by the date set forth in (i) above, the Annual Information shall contain unaudited financial statements in a format similar to the Governmental Agency's audited financial statements prepared for its most recent Fiscal Year, and the audited financial statements shall be filed in the same manner as the Annual Information when and if they become available; and
- (iii) to the MSRB, in a timely manner, notice of a failure to provide any Annual Information required by subsections (d), (e) and (f) of this Section 2.03.

(b) The obligations of the Governmental Agency pursuant to subsection (a) of this Section 2.03 may be terminated as to such Governmental Agency pursuant to subsection (k) of this Section 2.03. Upon any such termination, the Governmental Agency shall provide notice of such termination to the MSRB.

(c) Nothing herein shall be deemed to prevent the Governmental Agency from disseminating or require the Governmental Agency to disseminate any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Governmental Agency disseminates any such additional information, the Governmental Agency shall have no obligation to update such information or include it in any future materials disseminated hereunder.

(d) The required Annual Information shall consist of the Governmental Agency's audited financial statements for the most recent Fiscal Year as provided in subsection (a)(2) of this Section 2.03, and such other information that the Authority may require in and to provide compliance with Rule 15(c)2-12.

(e) All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been filed with the MSRB or the SEC.

(f) Annual Information for any Fiscal Year containing any modified operating data or financial information (as contemplated by subsection (j)(v) of this Section 2.03) for such Fiscal Year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such Fiscal Year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

(g) The Governmental Agency's annual financial statements for each Fiscal Year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

(h) If the Governmental Agency shall fail to comply with any provision of this Section 2.03, then the Authority or any Holder of the Authority's Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Section 2.03 against the Governmental Agency and any of the officers, agents and employees of the Governmental Agency, and may compel the Governmental Agency or any such officers, agents or employees to perform and carry out their duties under this Section 2.03; provided that the sole and exclusive remedy for breach of this Section 2.03 shall be an action to compel specific performance of the obligations of the Governmental Agency hereunder and no person or entity shall be entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to subsection (a) of this Section 2.03 shall be brought only by the Authority or the Holders of 25% in aggregate principal amount of the Authority's Bonds at the time outstanding which

are affected thereby. The failure of the Governmental Agency to comply with the provisions of this Section 2.03 shall not be deemed an Event of Default hereunder and the only remedies available to the Holders or the Authority for such failure to comply are the remedies contained in this subsection (h).

(i) The provisions of this Section 2.03 are executed and delivered solely for the benefit of the Holders. No other person (other than the Authority) shall have any right to enforce the provisions of this Section 2.03 or any other rights under this Section 2.03.

(j) Without the consent of any Holders of Authority Bonds, the Authority and the Governmental Agency at any time and from time to time may enter into any amendments or changes to this Section 2.03 for any of the following purposes:

- (i) to comply with or conform to Rule 15c2-12 or any amendments thereto (whether required or optional);
- (ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;
- (iii) to evidence the succession of another person to the Governmental Agency and the assumption by any such successor of the covenants of the Governmental Agency under this Section 2.03;
- (iv) to add to the covenants of the Governmental Agency for the benefit of the Holders, or to surrender any right or power conferred upon the Governmental Agency pursuant to this Section 2.03;
- (v) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Governmental Agency, or type of business conducted; provided that, (a) there is filed with the Trustee an opinion of counsel having expertise with respect to securities laws of the United States of America or expertise with respect to the issuance of indebtedness by states and political subdivisions thereof, that (i) this Section 2.03, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Authority Bonds, after taking into account any amendments or authoritative interpretations of the Rule 15c2-12, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, or (b) such change or amendment is approved by the vote or consent of Holders of a majority in outstanding principal amount of the Authority Bonds affected thereby at or prior to the time of such amendment or change.

(k) This Section 2.03 shall remain in full force and effect until the earlier of (i) the Authority provides notice to the MSRB that the Governmental Agency is no longer an “obligated person” within the meaning of Rule 15c2-12 or (ii) all principal, redemption

premiums, if any, and interest on the Authority Bonds shall have been paid in full or the Authority Bonds shall have otherwise been paid in full or legally defeased pursuant to Section 12.01 of the Bond Resolution. In the event of such payment or legal defeasance, the Authority shall promptly give written notice thereof to the Governmental Agency.

(l) Any notices to or filing with the MSRB shall be effected in an electronic format accompanied by identifying information prescribed by the MSRB.

### **ARTICLE III.**

#### **LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS**

**SECTION 3.01 The Loan.** The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the loan commitment set forth in paragraph (3) of Exhibit B attached hereto and made a part hereof; provided, however, that (i) the Authority shall be under no obligation to make the Loan if the Governmental Agency does not deliver a Governmental Agency Bond to the Authority on the Loan Closing or an Event of Default has occurred and is continuing under the Bond Resolution or this Loan Agreement, and (ii) the proceeds of Authority Bonds shall be available for disbursement, as determined solely by the Authority, to finance the Cost of the Project. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof, to finance the Cost of the Project.

**SECTION 3.02 Disbursement of Loan Proceeds.** The Trustee, as the agent of the Authority, shall disburse the amounts on deposit in the Project Loan Subaccount to the Governmental Agency upon receipt of a requisition executed by an Authorized Officer thereof and approved by the Authority, and if deemed necessary by the Authority, approved by the Colorado Water Quality Control Division, in the form set forth in the Bond Resolution.

The Authority covenants to direct the Trustee to provide all periodic written reports (as required by the provisions of the Bond Resolution) of all moneys on deposit under the Bond Resolution and to furnish such reports to the Governmental Agency as soon as practicable after receipt by the Authority.

The Authority hereby agrees that in the event that moneys on deposit in the Project Loan Subaccount are lost due to the negligence or misconduct of the Trustee, the Authority on behalf of the Governmental Agency, shall, upon the written request of the Governmental Agency, pursue its remedies against the Trustee, including, but not limited to, equitable actions or actions for money damages.

If there are moneys on deposit in the Project Loan Subaccount upon completion of the Project, the Governmental Agency shall advise the Authority in writing that no further requisitions are to be submitted to the Authority for disbursement of moneys from the Project Loan Subaccount. Upon receipt of such written advice, the Authority shall file with the Trustee the Certificate required by Section 5.03 of the Bond Resolution and use such moneys to redeem, purchase or

provide for the payment of the Authority Bonds. The Authority shall credit ensuing Loan Repayments or portions thereof of the Governmental Agency chosen by the Authority as a result of the use of such to purchase, redeem or pay Authority Bonds.

### **SECTION 3.03 Amounts Payable.**

(a) The Governmental Agency shall repay by electronic means the principal of and interest on the Loan in accordance with the schedule set forth on Exhibit C attached hereto and made a part hereof, as the same may be amended or modified, pursuant to Section 6.04 hereof.

The Governmental Agency shall execute the Governmental Agency Bond to evidence the Loan and the obligations of the Governmental Agency under the Governmental Agency Bond shall be deemed to be amounts payable under this Section 3.03. Each portion of the Loan Repayment payable under this subsection (a), whether satisfied entirely through a direct payment by the Governmental Agency to the Loan Servicer or through a combination of a direct payment and the use of Allocable Investment Income as described in subsection (c) of this Section 3.03 to pay interest on the Authority Bonds (and to the extent moneys are available therefor, principal of the Authority Bonds), shall be deemed to be a credit against the corresponding obligation of the Governmental Agency under this subsection (a) and shall fulfill the Governmental Agency's obligation to pay such amount hereunder and under the Governmental Agency Bond. Each payment made to the Loan Servicer pursuant to this subsection shall be applied first to interest then due and payable on the Loan, then to the principal of the Loan.

(b) In addition to the amounts payable under subsection (a) of this Section 3.03, the Governmental Agency shall pay the Administrative Fee in the amounts and on the dates set forth in Exhibit C attached hereto and made a part hereof. Each payment made pursuant to this subsection (b) shall, for purposes of the Loan and the Governmental Agency Bond, be considered as interest on the principal amount thereof.

(c) The Governmental Agency shall receive as a credit against each of its semiannual interest payment obligations set forth on Exhibit C attached hereto and made a part hereof (and, as applicable under the Bond Resolution, its annual principal obligations to the extent moneys are available therefor), (i) the amount of capitalized interest available to be applied against such obligations, as footnoted on such Exhibit C, and (ii) the amount of Allocable Investment Income, if any, to be credited against such obligations, as set forth in each billing statement to be mailed by the Loan Servicer to the Governmental Agency approximately thirty (30) days prior to each Loan Repayment due date.

(d) In addition to the payments required by subsections (a) and (b) of this Section 3.03, the Governmental Agency shall pay a late charge for any payment that is received by the Loan Servicer later than the fifth (5th) day following its due date, in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to when it is actually paid; provided, however, that the interest rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law as of the date hereof.

(e) The Governmental Agency acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the 2016 Series A Matching Account, other than from the investment income thereon, does not constitute payment of the amounts due under this Loan Agreement or the Governmental Agency Bond. If at any time the amounts on deposit in the 2016 Series A Matching Account shall be less than the requirement of such Account, as the result of any transfer of moneys from the 2016 Series A Matching Account to the Debt Service Fund as the result of failure by the Governmental Agency to make any Loan Repayments required hereunder, the Governmental Agency agrees to (i) replenish such moneys so transferred, and (ii) replenish any deficiency arising from losses incurred in making such transfer as the result of the liquidation by the Authority of investment securities acquired as an investment of moneys in the 2016 Series A Matching Account, by making payments to the Authority in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at an interest rate to be determined by the Authority necessary to make up any loss caused by such deficiency.

(f) Loan Repayments pursuant to this Section 3.03 shall be made by electronic means (either by bank wire transfer or by Automated Clearing House “ACH” transfer.)

**SECTION 3.04 Unconditional Obligations.** The obligation of the Governmental Agency to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein is payable solely from the Gross Revenues and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments under this Loan Agreement remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State of Colorado or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Loan Agreement or the Bond Resolution or any rights of set off, recoupment, abatement or counterclaim that the Governmental Agency might otherwise have against the Authority, the Trustee, the Loan Servicer or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Governmental Agency shall not be obligated to make any payments required to be made by any other Governmental Agencies under separate Loan Agreements or the Bond Resolution.

**SECTION 3.05 Loan Agreement to Survive Bond Resolution and Authority Bonds.** The Governmental Agency acknowledges that its duties, covenants, obligations and agreements hereunder shall survive the discharge of the Bond Resolution and payment of the principal of, redemption premium, if any, and interest on the Authority Bonds. The Authority acknowledges that all duties, covenants, obligations and agreements of the Governmental Agency shall (except as and to the extent preserved in subsection (e)(vi) of Section 2.02 hereof) terminate upon the date of payment of all amounts payable to the Authority hereunder.

**SECTION 3.06 Disclaimer of Warranties and Indemnification.** The Governmental Agency acknowledges and agrees that (i) neither the Authority nor the Trustee makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) except as provided herein, in no event shall the Authority or the Trustee or their respective agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save and hold harmless the Authority against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement, provided however that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S.), or under the laws of the United States or other laws of the State of Colorado.

**SECTION 3.07 Limited Recourse.** No recourse shall be had for the payment of the principal of or interest on the Governmental Agency Bond or for any claim based thereon or upon any obligation, covenant or agreement contained in this Loan Agreement against any past, present or future officer, employee or agent of the Governmental Agency, or of any successor public corporation, as such, either directly or through the Governmental Agency or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the Governmental Agency's execution of this Loan Agreement and the issuance of the Governmental Agency Bond.

**SECTION 3.08 Option to Prepay Loan Repayments.** Subject in all instances to the prior written approval of the Authority and satisfaction of the requirements, if any, of the Bond Resolution relating to Loan prepayments, the Governmental Agency may prepay the principal portion of the Loan Repayments set forth in Exhibit C, in whole or in part (but if in part, in the amount of \$100,000 or any integral multiple of \$100,000), upon prior written notice not less than ninety (90) days in addition to the number of days advance notice to the Trustee required for any optional or special redemption of the Authority Bonds, to the Authority and the Trustee and upon payment by the Governmental Agency to the Trustee of the principal amount of the Loan Repayments to be prepaid, plus the interest to accrue on such amount to the date of the next succeeding optional redemption of the Authority Bonds allocable to such Loan Repayment to be prepaid; provided, however, that (i) if the Governmental Agency proposes to prepay in full the Loan Repayments set forth in Exhibit C, such prepayment shall be conditioned upon the simultaneous prepayment in full of all Administrative Fees due to and including the date of such redemption plus one year after the date of such redemption or (ii) if the Governmental Agency proposes to prepay any portion of the Loan Repayments set forth in Exhibit C, such prepayment shall be conditioned upon the simultaneous prepayment of such portion of the Administrative Fees due to and including the date of such redemption plus one

year after the date of such redemption, as shall be determined by the Authority. In addition, if at the time of such prepayment, the Authority Bonds may only be redeemed at the option of the Authority upon payment of a redemption premium, the Governmental Agency shall add to its prepayment an amount, as determined by the Authority, equal to such redemption premium allocable to such Authority Bonds to be redeemed as a result of the Governmental Agency's prepayment. Prepayments shall be applied first to accrued interest on the portion of the Loan to be prepaid and then to the payment of Administrative Fees and then to principal payments (including redemption premium, if any) on the Loan in inverse order of Loan Repayments.

The Governmental Agency, in the sole discretion of the Authority, and upon terms and conditions satisfactory to the Authority, may provide for the prepayment in full of the Loan Repayments by depositing with the Authority an amount which, when added to the investment income to be derived from such amount to be deposited with the Authority, shall provide for the full payment of all such Loan Repayments in the manner provided in this Section 3.08. Any amounts so deposited with the Authority shall be invested solely in direct obligations of the United States of America.

**SECTION 3.09 Source of Payment of Governmental Agency's Obligations.**

The Authority and the Governmental Agency agree that the amounts payable by the Governmental Agency under this Loan Agreement, including, without limitation, the amounts payable by the Governmental Agency pursuant to Section 3.03, Section 3.06, Section 3.08 and Section 5.04 of this Loan Agreement are payable solely from the Gross Revenues and are not payable from any other source whatsoever. Nothing herein shall be deemed to prevent the Governmental Agency from paying the amounts payable under this Loan Agreement from any other legally available source.

**SECTION 3.10 Delivery of Documents.** Concurrently with the execution and delivery of this Loan Agreement, the Governmental Agency will cause to be delivered to the Authority each of the following items:

- (a) opinions of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 and E-2 hereto (such opinion may be given by one or more counsel); provided, however, that the Authority may permit variances in such opinion from the form or substance of such Exhibit E if such variances are not to the material detriment of the interests of the holders of the Authority Bonds;
- (b) executed counterparts of this Loan Agreement;
- (c) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency; and
- (d) such other certificates, documents, opinions and information as the Authority may require.

Concurrently with the delivery at the Loan Closing of this Loan Agreement, the Governmental Agency shall also deliver its Governmental Agency Bond to the Authority upon the receipt of a written certification of the Authority that the moneys to be deposited in the Project Loan

Subaccount to fund the Loan shall be so deposited simultaneously with the delivery of the Governmental Agency Bond.

## **ARTICLE IV.**

### **ASSIGNMENT**

#### **SECTION 4.01 Assignment and Transfer by Authority.**

(a) The Governmental Agency expressly acknowledges that, other than Administrative Fees payable pursuant to subsection (b) of Section 3.03 and the right, title and interest of the Authority under Sections 3.06, 5.04 and 5.07, all right, title and interest of the Authority in, to and under this Loan Agreement and the Governmental Agency Bond has been assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Bond Resolution, and that if any Event of Default shall occur, the Trustee, pursuant to the Bond Resolution, shall be entitled to act hereunder in the place and stead of the Authority. The Governmental Agency hereby acknowledges the requirements of the Bond Resolution applicable to the Authority Bonds and consents to such assignment and appointment.

The Authority shall retain the right to compel or otherwise enforce observance and performance by the Governmental Agency of its duties, covenants, obligations and agreements under subsection (b) of Section 3.03 to pay Administrative Fees and under Section 3.06 and Section 5.04.

(b) The Governmental Agency hereby approves and consents to any assignment or transfer of this Loan Agreement and the Governmental Agency Bond that the Authority deems to be necessary in connection with any refunding of the Authority Bonds or the issuance of additional bonds under the Bond Resolution or otherwise, in connection with the wastewater treatment pooled loan program of the Authority.

**SECTION 4.02 Assignment by Governmental Agency.** Neither this Loan Agreement nor the Governmental Agency Bond may be assigned by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority and the Trustee shall have approved said assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Governmental Agency under the Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code; and (v) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Bond Resolution or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of

America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the federal Water Pollution Control Act.

No assignment shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

## ARTICLE V.

### DEFAULTS AND REMEDIES

**SECTION 5.01 Event of Default.** If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

- (a) failure by the Governmental Agency to pay, or cause to be paid, any Loan Repayment set forth in Schedule C, required to be paid hereunder when due, which failure shall continue for a period of ten (10) days;
- (b) failure by the Governmental Agency to make, or cause to be made, any required payments of principal of, redemption premium, if any, and interest on any bonds, notes or other obligations of the Governmental Agency for borrowed money (other than the Loan and the Governmental Agency Bond), after giving effect to the applicable grace period, the payments of which are secured by the Pledged Property;
- (c) failure by the Governmental Agency to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section 5.01 and other than a failure to comply with the provisions of Section 2.03 hereof, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Trustee may not unreasonably withhold its consent to an extension of such time up to sixty (60) days from the delivery of the written notice referred to above if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;
- (d) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Governmental Agency shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Governmental Agency or any of its property) shall be appointed by court order to take

possession of the Governmental Agency or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

**SECTION 5.02 Notice of Default.** The Governmental Agency shall give the Trustee and the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01(d) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed in writing by the end of the next Business Day (as defined in the Bond Resolution).

**SECTION 5.03 Remedies on Default.** Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to take or to direct the Trustee to take any action permitted or required pursuant to the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Governmental Agency hereunder, including, without limitation, to obtain ex parte the appointment of a receiver of the System.

**SECTION 5.04 Attorney's Fees and Other Expenses.** The Governmental Agency shall on demand pay to the Authority or the Trustee the reasonable fees and expenses of attorneys and other reasonable fees and expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Governmental Agency.

**SECTION 5.05 Application of Moneys.** Any moneys collected by the Authority or the Trustee pursuant to Section 5.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by the Governmental Agency pursuant to Section 5.04 hereof, (b) second, to pay interest due and payable on the Loan, (c) third, to pay principal due and payable on the Loan, (d) fourth, to pay any other amounts due and payable under this Loan Agreement; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

**SECTION 5.06 No Remedy Exclusive; Waiver; Notice.** No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

**SECTION 5.07 Retention of Authority's Rights.** Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Governmental Agency at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Governmental Agency to the Authority pursuant to Section 3.03, Section 3.06 and Section 5.04 hereof.

**SECTION 5.08 Default by the Authority.** In the event of any default by the Authority under any duty, covenant, agreement or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys and other reasonable expenses in the enforcement of such performance or observation.

## **ARTICLE VI.**

### **MISCELLANEOUS**

**SECTION 6.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof and to the Authority, the Trustee and the Loan Servicer at the following addresses:

- (a) Authority: Colorado Water Resources and  
Power Development Authority  
1580 Logan Street, Suite 620  
Denver, Colorado 80203  
Attention: Executive Director
- (b) Trustee : Wells Fargo Bank, N.A.  
1740 Broadway  
MAC C7301-024  
Denver, Colorado 80274  
Attention: Corporate Trust Services

(c) Loan Servicer: Wells Fargo Bank, N.A.  
1740 Broadway  
MAC C7301-024  
Denver, Colorado 80274  
Attention: Corporate Trust Services

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to others.

**SECTION 6.02 Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Governmental Agency and their respective successors and assigns.

**SECTION 6.03 Severability.** In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

**SECTION 6.04 Amendments, Supplements and Modifications.** This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Governmental Agency.

**SECTION 6.05 Execution in Counterparts.** This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 6.06 Applicable Law and Venue.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

**SECTION 6.07 Consents and Approvals.** Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Trustee.

**SECTION 6.08 Captions.** The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

**SECTION 6.09 Compliance with Bond Resolution.** The Governmental Agency covenants and agrees to take such action as the Authority shall reasonably request so as to enable the Authority to observe and comply with, all duties, covenants, obligations and agreements contained in the Bond Resolution insofar as such duties, covenants, obligations and agreements relate to the obligations of the Governmental Agency under this Loan Agreement.

**SECTION 6.10 Further Assurances.** The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement and the Governmental Agency Bond.

**SECTION 6.11 Recital.** This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to the City Charter and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recital shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, and delivered, as of the Loan Closing.

**COLORADO WATER RESOURCES AND  
POWER DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Executive Director

(SEAL)

**CITY OF EVANS, COLORADO, ACTING BY  
AND THROUGH ITS WASTEWATER  
UTILITIES ENTERPRISE**

By: \_\_\_\_\_  
Mayor

ATTEST:

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

**SECURITY DESCRIPTION**

**1. Description of Project**

The project consists of a new consolidated domestic wastewater treatment works at the existing Hill-N-Park WWRF site and replacement of Hill-N-Park lagoon system, decommissioning both lagoon systems, a new lift station, and a new force main.

**2. Description of System**

“System” shall mean, (i) any facility, plant, works, system, building, structure, improvement, machinery, equipment, fixture or other real or personal property, relating to the treatment of sewerage which is owned, operated or controlled by the Governmental Agency, including, without limitation, the Project (ii) any renewal, replacement, addition, modification or improvement to (i)above paid or financed in whole or in part from Revenues (as defined in paragraph (4) of Exhibit A of this Loan Agreement), and (iii) all real or personal property and rights therein and appurtenances thereto that are owned, operated or controlled by the Governmental Agency and necessary or useful or convenient for the effectiveness of the purposes of the Governmental Agency in the treatment of sewage.

~~means all facilities, properties and equipment utilized in the provision of wastewater, including without limitation: water rights, raw water and any one or more works and improvements owned by the Governmental Agency and used in and as a part of the collection, treatment or distribution of water for the beneficial uses and purposes for which the water has been or may be appropriated, including, but not limited to, uses for domestic, municipal, irrigation, power and industrial purposes and including construction, operation, and maintenance of a system of raw and clear water and distribution storage reservoirs, deep and shallow wells, pumping ventilating and gauging stations, inlets, tunnels, flumes, conduits, canals, collection transmission and distribution lines, infiltration galleries, hydrants, meters, filtration and treatment plants and works, power plants, all pumping, power and other equipment and appurtenances; all works and improvements owned by the Governmental Agency and used in and as a part of the collection, treatment, use, reuse or discharge of wastewater, all extensions, improvements, remodeling, additions and alterations of any such works and improvements, and any and all rights or interests in such works and improvements; any one or more of the various properties used in the collection or disposition of storm, flood, or surface drainage waters, including without limitation open drainageways and piped drainageways, bridges, roadside drainage ditches and gutters, flood control facilities, including detention and retention basins, dikes, overflow channels, pump stations, land, and rights-of-way; and all other necessary, incidental, or appurtenant properties, facilities, equipment and costs relating to any of the foregoing.~~

**3. Lien Representation**

The Pledged Property is free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto which is superior to the lien of this Loan Agreement and the Governmental Agency Bond on the Pledged Property, and all corporate or other action on the part of the Governmental Agency to that end has been and will be duly and validly taken. As of the date of this Loan Agreement there are outstanding no bonds, notes or evidences of indebtedness or contractual obligations secured by a lien on the Pledged Property which are on a parity with the lien of the Loan Agreement and Governmental Agency Bond, except for the amounts due pursuant to the [TO COME IF APPLICABLE]. Except as permitted by Exhibit F hereto, the Governmental Agency shall not issue any bonds or other evidences of indebtedness of a similar nature secured by a pledge, lien or assignment on the Pledged Property or create a lien or charge thereon.

#### **4. Pledged Property**

“*Pledged Property*” means the Net Revenues (as defined in this paragraph 4 of Exhibit A of this Loan Agreement).

“*Net Revenues*” shall mean the Gross Revenues less Operating and Maintenance Expenses, plus all proceeds of insurance in excess of or not applied to the repair and replacement of the System, and the proceeds of any sale, conveyance, or exchange of the System in excess of that applied to replace the System sold or exchanged.

“*Gross Revenues*” includes all fees, rentals or other charges or other income derived or received by the Governmental Agency or accrued to the Governmental Agency from the operation of the System other than (a) moneys reserved for operation of the Klein Water Treatment Facility and (b) moneys received from the United States of America or any department or agency thereof.

“*Revenues*” shall mean (a) all revenues, income, rents and receipts earned by the Governmental Agency from or attributable to the ownership and operation of the System, (b) the proceeds of any insurance covering business interruption loss relating to the System, and (c) interest earned on any moneys or investments which are required to be paid into any fund or account pledged to the payment of this Loan Agreement and the governmental Agency Bond pursuant to this Loan Agreement and the Governmental Agency Bond pursuant to paragraph 4. of Exhibit A of this Loan Agreement.

“*Operating and Maintenance Expenses*” means the current expenses, paid or accrued, of operation, maintenance and repair of the System and are to include, without limiting the generality of the foregoing, administrative expenses relating solely to the System, insurance premiums, labor, the cost of materials and supplies used for current operation, and charges for the accumulation of appropriate reserves not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice. “*Operating and Maintenance Expenses*” are not to include any allowance for depreciation.

“*Generally Accepted Accounting Principles*” shall mean accounting principles, methods and terminology followed and construed for enterprises which are employed in business comparable to the business of the Governmental Agency, as amended from time to time.

## 5. Rate Covenant

The Governmental Agency shall establish and collect rates and charges for the use or the sale of the products and services of the System, which together with other moneys available therefor, are expected to produce Revenues (as defined in paragraph (4) of this Exhibit A to this Loan Agreement) for each calendar year which will be at least sufficient for such calendar year to pay the sum of:

- (a) all amounts estimated to be required to pay Operating and Maintenance Expenses (as defined in paragraph (4) of this Exhibit A of this Loan Agreement) during such calendar year;
- (b) a sum equal to 110% of the debt service due on the Governmental Agency Bond for such calendar year and debt service coming due during such calendar year on a parity with the with the lien or change of this Loan Agreement on the Pledged Property, in each case computed as of the beginning of such calendar year;
- (c) the amount, if any, to be paid during such calendar year into any debt service reserve account;
- (d) a sum equal to the debt service on any subordinated debt for such calendar year computed as of the beginning of such calendar year; and
- (e) amounts necessary to pay and discharge all charges and liens or other indebtedness not described above payable out of the Revenues during such calendar year.

Notwithstanding anything contained above, amounts deposited in a rate stabilization account shall not be deemed Revenues (as defined in paragraph 4. of this Exhibit A to this Loan Agreement) in the calendar year deposited and amounts withdrawn from the rate stabilization account shall be deemed Revenues (as defined in paragraph 4. of this Exhibit A to this Loan Agreement) in the year withdrawn.

**DESCRIPTION OF THE LOAN**

**1. Address of Governmental Agency:**

City of Evans, Colorado, Acting By And Through Its Wastewater Utilities  
Enterprise  
1100 37<sup>th</sup> street  
Evans, CO 80620

**2. Cost of Project:**      \$ \_\_\_\_\_

**3. Principal Amount of Loan Commitment:** \$ \_\_\_\_\_

**4. Loan Term:** The date commencing on the Loan Closing and ending on the final Loan Repayment date set forth in Exhibit C.

**5. Description of the Project:** See Exhibit A, 1.

**6. Authorized Officer(s):** \_\_\_\_\_  
\_\_\_\_\_

**7. Project Completion Date:** \_\_\_\_\_

**EXHIBIT C**

**CITY OF EVANS, COLORADO ACTING BY AND THROUGH ITS WASTEWATER UTILITIES  
ENTERPRISE**

**LOAN REPAYMENT SCHEDULE**

| <u>Date</u> | <u>Principal (1)</u> | <u>Principal (2)</u> | <u>Interest</u> | <u>Servicing<br/>Fee</u> | <u>Period<br/>Total</u> | <u>Annual Total</u> |
|-------------|----------------------|----------------------|-----------------|--------------------------|-------------------------|---------------------|
|-------------|----------------------|----------------------|-----------------|--------------------------|-------------------------|---------------------|

DRAFT

**GOVERNMENTAL AGENCY BOND**

**FOR VALUE RECEIVED**, the undersigned, **CITY OF EVANS, COLORADO, ACTING BY AND THROUGH ITS WASTEWATER UTILITIES ENTERPRISE** (the “Governmental Agency”) hereby promises to pay to the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the “Authority”), or registered assigns, the principal amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_), at the times and in the amounts determined as provided in the Loan Agreement dated as of May 1, 2016, by and between the Authority and the Governmental Agency (the “Loan Agreement”), together with interest thereon in the amount calculated as provided in the Loan Agreement, payable on the dates and in the amounts determined as provided in the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is issued in consideration of the loan made thereunder (the “Loan”) and to evidence the obligations of the Governmental Agency thereunder to make the Loan Repayments (as defined in the Loan Agreement). This Governmental Agency Bond has been assigned to Wells Fargo Bank, N.A., as trustee (the “Trustee”) under the Bond Resolution (as defined in the Loan Agreement) and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the Loan Servicer (as defined in the Bond Resolution) for the account of the Authority pursuant to such assignment. Such assignment has been made as security for the payment of the Authority Bonds (as defined in the Bond Resolution) issued to finance or refinance, and in connection with, the Loan and as otherwise described in the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

This Governmental Agency Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Governmental Agency to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim or recoupment by reason of any default by the Authority under the Loan Agreement or under any other agreement between the Governmental Agency and the Authority or out of any indebtedness or liability at any time owing to the Governmental Agency by the Authority or for any other reason.

This Governmental Agency Bond is subject to optional prepayment under the terms and conditions, and in the amounts provided in Section 3.08 of the Loan Agreement.

The obligation of the Governmental Agency to make payments under the Loan Agreement and this Governmental Agency Bond is a special and limited obligation of the Government Agency and is payable solely from the repayment source described in the Loan Agreement and the obligation of the Governmental Agency to pay the Loan Repayments is secured by an irrevocable pledge and lien (but not necessarily an exclusive lien) upon the Pledged Property (as defined in paragraph 4. of Exhibit A of the Loan Agreement). This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of

any constitutional, charter or statutory provision or limitation. This Governmental Agency Bond is not payable in whole or in part from the proceeds of general property taxes, and the full faith and credit of the Governmental Agency is not pledged for the payment of the principal of or interest on this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, the City Charter, Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Act, such recital shall be conclusive evidence of the validity and regularity of the issuance of this Governmental Agency Bond after its delivery for value.

**IN WITNESS WHEREOF**, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this \_\_\_ day of May, 2016.

(SEAL)

**CITY OF EVANS, COLORADO, ACTING BY  
AND THROUGH ITS WASTEWATER  
UTILITIES ENTERPRISE**

By: \_\_\_\_\_  
Mayor

ATTEST:

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

MAY \_\_, 2016

Colorado Water Resources and  
Power Development Authority

Wells Fargo Bank, National Association  
as Trustee

\_\_\_\_\_,  
as Representative of the Underwriters

**City of Evans, Colorado, Acting By And Through Its Wastewater Utilities Enterprise,  
Loan Agreement dated as of May 1, 2016, with the  
Colorado Water Resources and Power Development Authority**

Ladies and Gentlemen:

We have acted as City Attorney to the City of Evans, Colorado, Acting By And Through Its Wastewater Utilities Enterprise (the “Governmental Agency”), in connection with its authorization, execution and delivery of a Loan Agreement (the “Loan Agreement”) dated as of May 1, 2016, by and between the Governmental Agency and the Colorado Water Resources and Power Development Authority (the “Authority”) and its issuance to the Authority of a governmental agency bond (the “Bond”) in connection therewith, as authorized by an ordinance finally passed and adopted by the City Council of the Governmental Agency on \_\_\_\_\_, 2016. In such capacity, we have examined the Governmental Agency’s certified proceedings and such other documents and such law of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Loan Agreement. The Loan Agreement and the Bond are collectively referred to herein as the “Loan Documents.”

Regarding questions of fact material to our opinions, we have relied upon the certified proceedings of the Governmental Agency and other representations and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as City Attorney that:

1. The Governmental Agency is a “governmental agency” within the meaning of the Authority’s enabling legislation with the legal right to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted.

2. The Governmental Agency has full legal right and authority to execute the Loan Documents and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project.

3. The proceedings of the Governmental Agency's governing members approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and authorized in accordance with applicable Colorado law, which proceedings were duly approved and published in accordance with applicable Colorado law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present acting throughout.

4. To the best of our knowledge, after such investigation as we have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed or trust or other agreement to which the Governmental Agency is a party or by which it, the System (as defined in the Loan Agreement) or its property or assets is bound.

5. To the best of our knowledge, after such investigation as we have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and, other than authorizations, licenses and permits relating to the siting, construction and acquisition of the Project which the Governmental Agency expects to receive in the ordinary course of business, the undertaking and completion of the Project have been obtained or made.

6. To the best of our knowledge, after such investigation as we have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Governmental Agency or the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project or which if adversely determined, could (a) materially adversely affect (i) the financial position of the Governmental Agency, (ii) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (iii) the security for the Loan Documents, or (iv) the transactions contemplated by the Loan Documents, or (b) impair the ability of the Governmental Agency to maintain and operate its system.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. We express no opinion as to any matter not set forth in the numbered paragraphs herein. The opinions expressed in this opinion letter are subject to the following:

The obligations of the Governmental Agency pursuant to the Loan Documents are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

No opinion is expressed herein regarding the validity or enforceability of Section 3.06 of the Loan Agreement or any other provision thereof which purports to require the Governmental Agency to indemnify or hold any person harmless.

In this opinion letter issued in our capacity as City Attorney to the Governmental Agency, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Authority Bonds, the Loan Documents or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Loan Documents, or upon any matters arising under federal or state securities laws or regulations, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or changes in law that may hereafter occur.

In connection with the execution and delivery of the Loan Documents, we have represented the Governmental Agency as City Attorney, and the Governmental Agency is our sole client in this transaction. Delivery of this letter to you does not establish an attorney-client relationship between the addressees hereof and this firm. In connection with the Loan, the Authority has been represented by Norton Rose Fulbright US LLP, as Bond Counsel, and Carlson, Hammond & Paddock, L.L.C., as General Counsel, which firms are hereby authorized to rely on the legal conclusions expressed herein in their respective capacities as Bond Counsel and General Counsel to the Authority.

This opinion letter is furnished to you solely for your information and benefit in connection with the initial execution and delivery of the Loan Documents and may not be relied upon by you for any other purpose or relied upon by any other person (other than the Authority's Bond Counsel and General Counsel) without the prior written consent of this firm.

Very truly yours,

May \_\_, 2016

Colorado Water Resources and Power  
Development Authority

Wells Fargo Bank, National Association  
as Trustee

Janney Montgomery Scott LLC  
as Representative of the Underwriters

**City of Evans, Colorado, Acting By And Through Its Wastewater Utilities Enterprise,  
Loan Agreement dated as of May 1, 2016, with the  
Colorado Water Resources and Power Development Authority**

Ladies and Gentlemen:

We have acted as bond counsel to the City of Evans, Colorado, Acting By And Through Its Wastewater Utilities Enterprise (the “Governmental Agency”), in connection with its authorization, execution and delivery of a Loan Agreement (the “Loan Agreement”) dated as of May 1, 2016, by and between the Governmental Agency and the Colorado Water Resources and Power Development Authority (the “Authority”) and its issuance to the Authority of a governmental agency bond (the “Bond”) in connection therewith, as authorized by an ordinance finally passed and adopted by the City Council of the Governmental Agency on \_\_\_\_\_, 2016. In such capacity, we have examined the Governmental Agency’s certified proceedings and such other documents and such law of the State of Colorado and of the United States of America as we have deemed necessary to render this opinion letter. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them by the Loan Agreement. The Loan Agreement and the Bond are collectively referred to herein as the “Loan Documents.”

Regarding questions of fact material to our opinions, we have relied upon the certified proceedings of the Governmental Agency and other representations and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon such examination, it is our opinion as bond counsel that:

1. The Governmental Agency is a “governmental agency” within the meaning of the Authority’s enabling legislation.

2. The Governmental Agency has full legal right and authority to execute the Loan Documents and to observe and perform its duties, covenants, obligations and agreements thereunder.

3. The Governmental Agency has pledged the Pledged Property for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Documents according to their respective terms, and the Loan Agreement creates a valid lien on such Pledged Property. No filings or recordings are required under the Colorado Uniform Commercial Code in order to create or perfect said lien on the Pledged Property, and all actions have been taken as required by Section 11-57-208, Colorado Revised Statutes.

4. The Loan Documents have been duly authorized, executed and delivered by authorized officers of the Governmental Agency; and, assuming in the case of the Loan Agreement, that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Documents constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms.

5. Assuming compliance with the covenants contained in the Loan Agreement, the Governmental Agency is not, directly or indirectly, (a) using in excess of ten percent of the proceeds of the Authority Bonds loaned to the Governmental Agency or the Project in a manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended (the “Code”), and at least one-half of such private business use permitted by clause (a) is neither unrelated to the governmental use of the proceeds of the Authority Bonds loaned to the Governmental Agency (within the meaning of Section 141(b)(3)(A)(ii)(I) or (III) of the Code) nor disproportionate related business use (within the meaning of Section 141(b)(3)(A)(ii)(II) or (III) of the Code) nor (B) using, directly or indirectly, any of the proceeds of the Authority Bonds loaned to the Governmental Agency to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code).

6. The execution and delivery of the Loan Documents are not subject to the limitations of Article X, Section 20 of the Colorado Constitution (“TABOR”) because the System constitutes an enterprise under TABOR as of the date hereof. The performance of the obligations of the Governmental Agency under the Loan Documents is not subject to the limitations of TABOR as long as the System continues to qualify as an enterprise under TABOR. If the System ceases to qualify as an enterprise under TABOR, the Loan Documents will continue to constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms subject to the revenue and spending limitations of TABOR; provided, however, that if the System at any time ceases to qualify as an enterprise under TABOR, (a) the Governmental Agency may impose any increased fees, rates and charges of the System without voter approval; (b) all revenues of the Governmental Agency used to pay Loan Repayments by the Governmental Agency are to be included in the Governmental Agency’s fiscal year spending limit under Section 7(d) of TABOR, except that creation of bonded debt increases fiscal year spending by the amount of debt service so funded and debt service changes and reductions are exceptions to, and not part of, the Governmental Agency’s revenue and spending base and limits; and (c) if the Governmental Agency is required

to reduce spending in order to comply with its fiscal year spending limit under Section 7(b) of TABOR, the Governmental Agency will first be required to reduce spending for purposes for which it does not have an obligation under law or by contract prior to reducing spending required to comply with the other covenants contained in the Loan Documents.

The opinions expressed in this opinion letter are subject to the following:

The obligations of the Governmental Agency pursuant to the Loan Documents are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

No opinion is expressed herein regarding the validity or enforceability of Section 3.06 of the Loan Agreement or any other provision thereof which purports to require the Governmental Agency to indemnify or hold any person harmless.

We are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Authority Bonds, the Loan Documents or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Loan Documents, except those specifically addressed herein.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or changes in law that may hereafter occur.

In connection with the execution and delivery of the Loan Documents, we have represented the Governmental Agency which is our sole client in this transaction. Delivery of this letter to you does not establish an attorney-client relationship between the addressees hereof and this firm. In connection with the Loan, the Authority has been represented by Norton Rose Fulbright US LLP, as Bond Counsel, and Carlson, Hammond & Paddock, L.L.C., as General Counsel, which firms are hereby authorized to rely on the legal conclusions expressed herein in their respective capacities as Bond Counsel and General Counsel to the Authority.

This opinion letter is furnished to you solely for your information and benefit in connection with the initial execution and delivery of the Loan Documents and may not be relied upon by you for any other purpose or relied upon by any other person (other than the Authority's Bond Counsel and General Counsel) without the prior written consent of this firm.

Respectfully submitted,

**ADDITIONAL COVENANTS AND REQUIREMENTS**

**Audit Requirements.** For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. § 7501 et seq.

**Additional Senior, Parity and Subordinate Lien Bonds.** The Governmental Agency covenants that it will not issue any obligations payable from the Pledged Property which are superior to the lien of this Loan Agreement on the Pledged Property. In addition, the Governmental Agency covenants that it will not issue any obligations, other than the refunding obligations, payable from the Pledged Property unless the Governmental Agency certifies to the Authority that Net Revenues (as defined in paragraph (4) of Exhibit A to this Loan Agreement) for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued is at least equal to the sum (a) of 110% of the maximum annual debt service of (i) the Governmental Agency Bond and all obligations of the Governmental Agency outstanding during such 12 month period payable on a parity with the Governmental Agency from the Pledged Property, and (ii) such proposed obligations to be issued and (b) 100% of all other indebtedness payable from the Pledged Property. Net Revenues for the purposes of the preceding sentence may be adjusted to reflect any rate increases adopted prior to the issuance of such additional obligations. Notwithstanding the foregoing, the Governmental Agency may issue refunding obligations, payable from the Pledged Property without compliance with the requirements stated above, provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the refunded obligations on any interest payment date. In addition, the Governmental Agency covenants that it will not issue any obligations payable from the Pledged Property which is subordinate to the lien of this Loan Agreement on the Pledged Property unless of the Governmental Agency certifies to the Authority that for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued Net Revenues were at least 100% of the maximum annual debt service on all indebtedness outstanding during such period.

**Operations and Maintenance Reserve Fund.** The Governmental Agency shall maintain an operations and maintenance reserve in an amount equal to three months of Operation and Maintenance Expenses excluding depreciation of the System as set forth in the annual budget for the current fiscal year but in no event greater than \$1,250,000. Said reserve may be in the form of unobligated fund balances or other unobligated cash or securities (i.e., capital reserves) or may be in a separate segregated fund and shall be maintained as a continuing reserve for payment of any lawful purpose relating to the System. If the operations and maintenance reserves fall below this requirement, the shortfall shall be made up in 24 substantially equal monthly installments beginning the second month after such shortfall or the date of delivery.

**Rate Study.** In the event that Gross Revenues collected during a fiscal year are not sufficient to meet the requirements set forth in the Rate Covenant contained in paragraph 5. of Exhibit A of this Loan Agreement, the Governmental Agency shall, within 90 days of the end of such fiscal year, cause an independent firm of accountants or consulting engineers, to prepare a rate study

for the purpose of recommending a schedule of rates, fees and charges for the use of the System which in the opinion of the firm conducting the study will be sufficient to provide Gross Revenues to be collected in the next succeeding fiscal year which will provide compliance with the Rate Covenant described in paragraph 5 of Exhibit A of this Loan Agreement. Such a study shall be delivered to the Authority and the Trustee. The Governmental Agency shall within six months of receipt of such study, adopt rates, fees and charges for the use of the System, based upon the recommendations contained in such study, which provide compliance with said Rate Covenant.

**Special Fund.** The Governmental Agency has previously created “City of Evans, Colorado, Acting By And Through Its Wastewater Utilities Enterprise, Water and Wastewater Enterprise Gross Income Fund” (the “Gross Income Fund”). The Governmental Agency covenants to create a special fund into which it shall deposit the Gross Revenues (as defined in paragraph 4. of Exhibit A to this Loan Agreement) into the Gross Income Fund. The Gross Revenues shall be applied, on or before the last day of each month, first to the payment of the Operation and Maintenance Expenses (as defined in paragraph 4. of Exhibit A to this Loan Agreement) and then applied to the payment of the Loan Repayments and other amounts payable on a parity with the Loan Repayments. Any further application shall be as provided by ordinance or resolution of the Governmental Agency.

**Davis Bacon & Related Acts.** The Governmental Agency will comply with the requirements of the Davis Bacon & Related Acts, codified at 40 U.S.C. §§ 3140 through 3148.

**American Iron and Steel Requirement.** The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014, (the “Appropriations Act”) and related State Revolving Fund Policy Guidelines, which require that all of the iron and steel products (as defined in the Appropriations Act and Guidelines) used in the Project must be produced in the United States unless the Governmental Agency has requested and received a waiver from the requirement pursuant to the “waiver process” described in the Appropriations Act and Guidelines.

**Financial Sustainability Plan Requirement.** The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 603 of the Federal Water Pollution Control Act (33 U.S.C. 1383) as amended by the Water Resources Reform and Development Act (WRRDA), 2014, which will require that treatment works proposed for repair, replacement, or expansion, and eligible for assistance to develop and implement a fiscal sustainability plan due by the end of the Project that includes:

1. An inventory of critical assets that are a part of the treatment works.
2. An evaluation of the condition and performance of inventoried assets or asset groupings.
3. A certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan.
4. A plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities.

**Signage.** The Governmental Agency will comply with all federal requirements applicable to the Loan, including the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements as issued by the United States Environmental Protection Agency in the Memorandum dated June 3, 2015. The Governmental Agency will provide project signage consistent with the guidelines in one or more of the listed strategies including:

1. Standard signage
2. Posters or wall signage in a public building or location
3. Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
4. Online signage place on a community website or social media outlet
5. Press release

DRAFT

## COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

TAX COMPLIANCE QUESTIONNAIRE  
REGARDING USE OF FACILITIES FINANCED WITH  
TAX-EXEMPT BONDS

BOND ISSUE: Clean Water Revenue Bonds 2016 Series A.

NAME OF GOVERNMENT AGENCY: City of Evans, Colorado, Acting By And Through Its Wastewater Utilities Enterprise (the "Government Agency")

Please provide the information requested below with respect to the Government Agency's facilities (the "Bond-Financed Facilities") financed with the above-referenced issue of tax-exempt obligations ("Bonds") issued by the Colorado Water Resources and Power Development Authority (the "Authority").

1. (a) Are all of the Bond-Financed Facilities owned by a governmental person? (For purposes of this Questionnaire, a "governmental person" is a state or local governmental unit or any instrumentality thereof and a "nongovernmental person" is any person or entity other than a governmental person.)  Yes  No
 

(b) If the answer to 1(a) is "No," provide a brief description of the owner, the properties it owns and the ownership arrangement.
2. (a) Are any of the Bond-Financed Facilities leased to a nongovernmental person?  Yes  No
 

(b) If the answer to 2(a) is "Yes," provide a brief description of the lease.
3. (a) Has the Government Agency entered into a contract with a nongovernmental person for the operation or management of the Bond-Financed Facilities?  Yes  No
 

(b) If the answer to 3(a) is "Yes," provide a brief description of the contract.
4. (a) Has the Government Agency entered into any wholesale contract with a nongovernmental person for the sale, exchange, pooling or other use of the capacity or output of the Bond-Financed Facilities?  Yes  No
 

(b) If the answer to 4(a) is "Yes," provide a brief description of the contract.
5. (a) Are the Bond-Financed Facilities used to serve any retail customer under an arrangement other than (1) a general rate schedule or tariff or (2) a requirements contract under which the purchaser is obligated to make payments only to the extent it has output requirements served under the contract?  Yes  No

(b) If the answer to 5(a) is "Yes," provide a brief description of the contract or other arrangement.

6. (a) To the best of its knowledge, is the Government Agency in compliance with its covenants in the Loan Agreement executed by the Government Agency in connection with the issuance of the Bonds?    \_\_\_Yes    \_\_\_No

(b) If the answer to 6(a) is "No," provide a brief explanation.

Provide the name, title and contact information for the person(s) who completed this Questionnaire:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

CITY OF EVANS, COLORADO, ACTING BY  
AND THROUGH ITS WASTEWATER  
UTILITIES ENTERPRISE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF EVANS, COLORADO

ORDINANCE NO. 652-16

AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$41,429,000; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City Of Evans (the “City”), in the County of Weld and State of Colorado, is duly organized and existing under the Constitution and the laws of the State of Colorado and the Home Rule Charter of the City (the “Charter”); and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected, chosen and qualified; and

WHEREAS, pursuant to C.R.S. §37-45.1-103, the City owns and operates its municipal wastewater system (the “System”); and

WHEREAS, the Council has determined that the System constitutes an enterprise (the “Enterprise”) pursuant to Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Council is the governing body of the Enterprise; and

WHEREAS, the Council has heretofore determined that the interest of the City and the public interest and necessity demand and require the construction of a new consolidated domestic wastewater treatment works at the existing Hill-N-Park WWTF site and replacement of Hill-N-Park lagoon system, decommissioning both lagoon systems, a new lift station, and a new force main (the “Project”); and

WHEREAS, the Council has determined that in order to finance the Project, it is necessary and advisable and in the best interests of the City to enter into a loan agreement (the “Loan Agreement”) with the Colorado Water Resources and Power Development Authority (“CWRPDA”), a body corporate and political subdivision of the State of Colorado, pursuant to which CWRPDA shall loan the City an amount of not to exceed \$41,429,000 (the “Loan”) for such purposes; and

WHEREAS, the CWRPDA will obtain money to fund the Loan to the City through the issuance of its bonds (the “CWRDPA Bonds”); and

WHEREAS, the repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the “Bond”) to be issued by the City to CWRPDA, and which Bond shall be payable only from revenue of the System; and

WHEREAS, under Section 10.5 of the Charter, the City is authorized to issue revenue bonds payable solely from the revenues of the System; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires an election to incur any multiple fiscal year obligation unless such obligation is incurred by an enterprise; and

WHEREAS, under TABOR, an enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2015, the Enterprise received grants for the System (as defined in the Loan Agreement) from all Colorado state and local governments combined which were less than 10% of the annual revenue of the System; and

WHEREAS, pursuant to TABOR and the Charter, the Bond and the Loan Agreement (collectively, the “Financing Documents”) may be approved by the Council without an election; and

WHEREAS, the Bond and the Loan Agreement shall be revenue obligations of the City, payable from the net revenues of the System; and

WHEREAS, the City has previously executed and delivered two separate loan agreements with the CWRPDA dated April 1, 1998, and November 16, 1998 (collectively, the “1998 Loan”) which have a lien on the net revenues of the System (the “Pledged Property”); and

WHEREAS, pursuant to the loan agreements and ordinances authorizing the 1998 Loans (collectively, the “1998 Authorizing Documents”), the City may issue additional obligations with a lien on the Pledged Property which is on a parity with the lien thereon of the 1998 Loans upon compliance with certain conditions set forth in the 1998 Authorizing Documents; and

WHEREAS, and the Council has determined and hereby determines that such conditions for the issuance of additional parity obligations can be met so that the lien of the Financing Documents on the Pledged Property is on a parity with the lien of the 1998 Loans; and

WHEREAS, except to secure the 1998 Loans, the Loan and the Bond, the City has not pledged nor hypothecated the net revenues derived or to be derived from the operation of the System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the net revenue may now be pledged lawfully and irrevocably to the payment of the Bond; and

WHEREAS, there have been presented to the Council the forms of the Financing Documents; and

WHEREAS, the Council desires to approve the forms of the Financing Documents and authorize the execution thereof.

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

Section 1. Determinations. The Council hereby finds and determines that the System constitutes an enterprise under all applicable Colorado laws. The adoption of this ordinance does not adversely impact the enterprise status of the System prior to the date hereof.

Section 2. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the City (the “Mayor”), the City Manager of the City (the “City Manager”) or the Deputy City Manager/Treasurer of the City (the “Chief Financial Officer”). The Mayor and City Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the City Manager, the Chief Financial Officer and City Clerk or by other appropriate officers of the City, shall be conclusive evidence of the approval by the City of such instrument.

Section 3. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the City, may elect in an act of issuance

to apply all or any of the provisions of the Supplemental Act. The City hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the City hereby delegates to the Mayor, the City Manager and the Chief Financial Officer the independent authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 4:

- i. The interest rate on the Loan;
  - ii. The principal amount of the Loan;
  - iii. The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
  - iv. The dates on which the principal of and interest on the Loan are paid;
- and
- v. The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

- (i) the net effective interest rate on the Loan shall not exceed 3.50%;
- (ii) the principal amount of the Loan shall not exceed \$41,429,000; and
- (iii) the final maturity of the Loan shall not be later than twenty-three years from the date of the Loan.

Section 5. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain a recital that the Bond is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 6. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bond and the Loan Agreement provided herein

shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 8. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bond.

Section 9. Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Property (as defined in the Loan Agreement) and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the City shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the City, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council, or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bond. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Bond and as a part of the consideration of its sale or purchase, CWRPDA specifically waives any such recourse.

Section 11. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the City for capital expenditures heretofore incurred and paid from City funds in

anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 12. City Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor, the City Manager and the Chief Financial Officer are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the City, the Bonds or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 13. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 14. Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 15. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 16. CWRPDA's Official Statement. The appropriate officers and employees of the City are hereby authorized and directed to furnish and supply information concerning the City to CWRPDA for use in the preparation of an Official Statement to be used to market the CWRPDA Bonds.

Section 17. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 18. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 19. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the City to keep and perform the covenants contained in this Ordinance.

Section 20. Recordation. A true copy of this Ordinance, as adopted by the City Council, shall be numbered and recorded on the official records of the City and its adoption and publication shall be authenticated by the signatures of the Mayor and the City Clerk, and by a certification of publication.

Section 21. Publication and Effective Date. This ordinance after its passage on final reading shall be numbered, recorded, published and posted as required by the City Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the City Clerk, and by the Certificate of Publication. This ordinance shall become effective upon final passage.

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

CITY OF EVANS, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

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

PASSED, APPROVED AND ADOPTED ON SECOND READING this 19<sup>th</sup> day of April, 2016.

CITY OF EVANS, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

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

STATE OF COLORADO            )  
   )  
 COUNTY OF WELD                ) ss.  
   )  
 CITY OF EVANS                 )

I, Raegan Robb, City Clerk of the City of Evans, Colorado (the “City”), do hereby certify the following:

1. The attached copy of Ordinance No. 652-16 (the “Ordinance”) is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read, and approved on first reading by the City Council of the City at a regular meeting there held at Council Chambers, City Hall, 1100 37<sup>th</sup> Street, Evans, Colorado, the regular meeting place thereof, on April 5, 2016, by the members of the City Council as follows:

| Name                                 | “Yes” | “No” | Absent | Abstain |
|--------------------------------------|-------|------|--------|---------|
| John Morris, Mayor                   |       |      |        |         |
| Jay Schaffer, Mayor Pro Tem – Ward 3 |       |      |        |         |
| Laura Brown, Ward 1                  |       |      |        |         |
| Lance Homann – Ward 1                |       |      |        |         |
| Sherri Finn – Ward 2                 |       |      |        |         |
| Mark Clark – Ward 2                  |       |      |        |         |
| Brian Rudy – Ward 3                  |       |      |        |         |

3. That notice of the regular meeting of April 5, 2016, in the form, attached hereto as **Exhibit A**, was posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

4. That the ordinance was posted and published by title after passage on first reading (with a statement that the ordinance is on file in the City Clerk’s office for public inspection) in **The Greeley Tribune**, a newspaper of general circulation within the City on [\_\_\_\_\_], 2016. The affidavit of publication is attached hereto as **Exhibit B**.

5. The passage of the ordinance on second and final reading on April 19, 2016, was duly moved and seconded and the ordinance was passed on second and final reading by an affirmative vote of not less than a majority of the members of the Council as follows:

| Name                                 | “Yes” | “No” | Absent | Abstain |
|--------------------------------------|-------|------|--------|---------|
| John Morris, Mayor                   |       |      |        |         |
| Jay Schaffer, Mayor Pro Tem – Ward 3 |       |      |        |         |
| Laura Brown, Ward 1                  |       |      |        |         |
| Lance Homann – Ward 1                |       |      |        |         |
| Sherri Finn – Ward 2                 |       |      |        |         |
| Mark Clark – Ward 2                  |       |      |        |         |
| Brian Rudy – Ward 3                  |       |      |        |         |

6. That notice of the regular meeting on April 19, 2016, in the form attached hereto as **Exhibit A**, was posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

7. That the ordinance was posted after second reading and published by title (with notice that a copy of the entire text of the ordinance is available at the office of the City Clerk) after adoption in **The Greeley Tribune** a newspaper of general circulation within the City on \_\_\_\_\_, 2016. The affidavit of publication is attached hereto as **Exhibit B**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this \_\_\_\_ day of April, 2016.

( SEAL )

\_\_\_\_\_  
City Clerk  
City of Evans, Colorado,

Exhibit A

(Attach affidavits of publication of Ordinance)

Exhibit B

(Forms of Notice of Public Meetings)

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## CITY COUNCIL COMMUNICATION

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**DATE:** April 19, 2016

**AGENDA ITEM:** 10.A

**SUBJECT:** Approval of Resolution No. 20-2016 approving a contract extension and preliminary budget revision for the City of Evans Long Range Planner

**PRESENTED BY:** Sheryl Trent; Economic Development Director

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### **PROJECT DESCRIPTION:**

The State of Colorado manages the Community Development Block Grant (CDBG) funds through the Department of Housing and Urban Development (HUD). As a result of the flood, special CDBG Disaster Recovery (CDBG – DR) grant funds have been made available. In 2014 the City applied for and were granted staffing funds to assist with our long range planning efforts, and we hired Chad Reischl as our City Planner in that position.

The original grant is set to expire on April 28, 2016, however the state has agreed to continue funding the position for an additional 18 months with an award of \$106,000. The state is requesting our approval of the amended grant contract at this time. The city will also need a budget amendment to account for the additional revenue. No match is required, however there will be \$4,495.00 of personnel costs paid for from the General Fund due to an underestimation of personnel costs in the first grant cycle; this cost difference has been adjusted for in the second round of funding. The City will be providing space, office furniture, technology, and overhead (already existing in the budget). There may also be some travel and training needs.

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### **BACKGROUND:**

In round one of the CDBG-DR funding, the City of Evans was awarded funds to hire a long-range planner. Chad Reischl was hired and his position has been ongoing since October of 2014. Under general direction of the Flood Recovery Manager and direct supervision of the Economic Development Director the long range planner has been working to coordinate all long-range plans/projects related to flood recovery, including community engagement, consultant management and grant administration.

While the large number of long range planning projects undertaken by the City due to the 2013 flood necessitates an additional staff position to monitor consultants and assist with initial implementation of these plans, it is not possible for the City of Evans to support this position

using general fund revenues at this time. Therefore, the state has awarded the City of Evans continued funding for the position

This contract amendment approves continued funding for this position for 18 additional months so that Mr. Reischl can accomplish the following:

1. Finish administering the Stormwater Management Plan and Sediment Transport Study that will not conclude until late 2016,
2. Continue working with the Middle South Platte River Alliance and its newly hired coordinator as needed,
3. Work toward implementing recently completed and/or soon to be completed planning projects along the South Platte River and in the Riverside Neighborhood,
4. Continue to support the planning, design and construction process for Riverside Park,
5. Complete a full analysis of floodplain affected properties within the “Evans Growth Management Area” to determine the best plan of action for future development and/or land preservation, and
6. Assist with other short and long-range planning needs/projects as they arise

The total grant contact is for \$106,000 with an end date of October 31, 2017. There is a separate employment contract between Mr. Reischl and the City of Evans which is based on the CDBG-DR contract. There will be no gap in funding or staffing with this amended contract and funding. The grant covers personnel costs (salary and benefits) and any travel or training costs would be funded as necessary out of existing City budget allocations.

**FINANCIAL:**

The grant dates do not follow the City of Evans budget dates, which are based on a calendar year of January – December. Therefore, the City currently has \$25,953.00 budgeted for 2016 for the position which covers January – April. The amended grant contract is for \$106,000 which is for eighteen (18) months which begins when the State signs the grant (after approval by the City Council). The end date of the grant per the contract is October 31, 2017.

The total personnel budget for the whole calendar year will be \$72,246.00, and the City’s contribution of that amount will be \$4,495.00

Therefore the total 2016 budget revision would be for \$46,293.00 of additional revenue with offsetting expenditures to match.

| Costs                        |             | Reimbursement |             |
|------------------------------|-------------|---------------|-------------|
| Cost for Entire Year         | \$72,246.00 | Total Cost    | \$72,246.00 |
| Currently Budgeted           | \$25,953.00 | State Share   | \$67,751.00 |
| Difference (Budget Revision) | \$46,293.00 | City Share    | \$4,495.00  |

**STAFF RECOMMENDATION:**

The City of Evans staff recommends that the City Council approve Resolution No. 20-2016 approving a contract extension and preliminary budget revision for the City of Evans Long Range Planner.

---

**SUGGESTED MOTIONS:**

“I move to approve Resolution No. 20-2016 approving a contract extension and preliminary budget revision for the City of Evans Long Range Planner”

“I move to deny Resolution No. 20-2016”

CITY OF EVANS, COLORADO

RESOLUTION NO. 20-2016

A RESOLUTION APPROVING THE CONTRACT AND PRELIMINARY BUDGET  
REVISION FOR THE CITY OF EVANS LONG RANGE PLANNER

**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 Council approved the application by City Staff for \$160,000 in additional funding from the CDBG-DR program for the long range planner position in November, 2015, and

**WHEREAS**, the funds for this grant have been awarded and a contract amendment for the position has been generated by the State of Colorado Department of Local Affairs.

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

1. The City Council of the City of Evans hereby approves the amended contract; and
2. The City Council approves a preliminary budget revision for the long range planner position based on this grant award.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 19<sup>th</sup> DAY OF APRIL, 2016.

ATTEST:

CITY OF EVANS, COLORADO

\_\_\_\_\_  
Raegan Robb, City Clerk

BY: \_\_\_\_\_  
John Morris, Mayor

## GRANT AMENDMENT

|              |                               |                       |
|--------------|-------------------------------|-----------------------|
| Amendment #1 | Original Contract CMS # 72242 | Amendment CMS # 89755 |
|--------------|-------------------------------|-----------------------|

**1) PARTIES**

This Amendment to the above-referenced Grant (hereinafter called the Grant) is entered into by and between City of Evans (hereinafter called "Grantee"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Local Affairs, (hereinafter called the "DOLA" or the "State").

**2) EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Grantee for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3) FACTUAL RECITALS**

The Parties entered into the Grant to hire an individual who will perform professional and technical work on the long range planning issues currently undertaken by the City of Evans in response to flood related activities. This Grant Agreement is being extended based on an award of **\$106,000.00** made on February 16, 2016 to support the continued flood recovery effort in the City of Evans.

**4) CONSIDERATION-COLORADO SPECIAL PROVISIONS**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Grant and any modification thereto were effective) as part consideration for this Amendment.

**5) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Grant, and the Grant and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6) MODIFICATIONS.**

The Grant and all prior amendments thereto, if any, are modified as follows:

- A. The Award Amount of the cover page of the main Grant Agreement shall be modified to: \$197,000.00
- B. The End Date on the cover page of the main Grant Agreement shall be modified to: 10/31/2017
- C. Section 5.A. **Initial Term-Work Commencement** shall be modified as follows:

"The Parties' respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on October 31, 2017 unless sooner terminated or further extended as specified elsewhere herein."

- D. Section 7.A **Maximum Amount** shall be modified as follows:

"The maximum amount payable under this Grant to Grantee by the State is \$197,000.00 (ONE HUNDRED NINETY- SEVEN THOUSAND and XX/100 DOLLARS), as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in Statement of Project/Budget."

**THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

|   |   |
|---|---|
| <b>GRANTEE</b><br>CITY OF EVANS<br><br>John Morris<br>Mayor | <b>STATE OF COLORADO</b><br>John W. Hickenlooper, Governor<br>DEPARTMENT OF LOCAL AFFAIRS |
| _____<br>*Signature   | _____<br>By: Irv Halter, Executive Director   |
| Date: _____   | Date: _____   |

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Janet Miks, CPA, Controller Delegate, Department of Local Affairs

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

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# COUNCIL COMMUNICATION

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**DATE:** April 19, 2016

**AGENDA ITEM:** 10.B

**SUBJECT:** Authorization to purchase a City Street Sweeper

**PRESENTED BY:** Fred Starr, Director of Public Works/Planning

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## AGENDA ITEM DESCRIPTION:

On February 12, 2016 the City entered into an Interlocal Contract for Cooperative Purchasing with HGACBuy, which is a political subdivision of the State of Texas which is empowered to enter into agreements with other governmental jurisdictions for the purpose of purchasing goods and services.

By entering into this agreement, the City of Evans is able to utilize the broader purchasing power of HGACBuy to acquire certain goods at a lower price through the HGACBuy competitive bidding process.

The City received a quote for a new Street Sweeper through the HGACBuy program at a price of \$270,220.00 for a street sweeper matching the City of Evans specifications and requirements.

The City Attorney has reviewed and approved the agreement with HGACBuy, and the City Staff and Finance department have reviewed the specifications and quote for the street sweeper and are recommending the City Council authorize the City to purchase the street sweeper as referenced in attached HGACBuy Contract Pricing Worksheet.

## ATTACHMENTS:

HGACBuy Interlocal Contract for Cooperative Purchasing  
HGACBuy Contract Pricing Worksheet

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## FINANCIAL SUMMARY:

The City budgeted \$300,000 for the purchase of a Street Sweeper in the 2016 Budget as follows:

\$150,000 from General Fund  
\$100,000 from Capital Streets Fund  
\$ 50,000 from Stormwater Fund

---

## RECOMMENDATION:

Staff recommends that the City Council direct staff to purchase the Street Sweeper as specified in the HGACBuy Contract Pricing Worksheet.

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## SUGGESTED MOTIONS:

*"I move to direct City Staff to purchase a Street Sweeper utilizing the HGACBuy Cooperative Purchasing Program in the amount of \$270,220.00."*

*"I move to deny approval of City Staff to purchase a Street Sweeper utilizing the HGACBuy Cooperative Purchasing Program in the amount of \$270,220.00."*

---



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC No.: **16-5074**  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* THE CITY OF LYONS, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* 1100 37th St Evans, CO 80620

**WITNESSETH**

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on 2/12/2016 (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* 1/1/2016 and ends \* 12/31/2016. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* City of EVANS  
 Name of End User (local government, agency, or non-profit corporation)

\* 1100 - 37<sup>TH</sup> ST  
 Mailing Address

\* EVANS CO 81020  
 City State ZIP Code

\* By: [Signature]  
 Signature of chief elected or appointed official

\* JESSICA GONIFAS 2/12/2016  
 Typed Name & Title of Signatory Date

DEPUTY CITY MANAGER

**Houston-Galveston Area Council**  
 3555 Timmons Lane, Suite 120, Houston, TX 77027

By: [Signature]  
 Executive Director

Attest: [Signature]  
 Manager

Date: February 22, 2016

\*Denotes required fields



|  |   |   |  |                              |                                      |  |  |                                     |
|--|---|---|--|------------------------------|--------------------------------------|--|--|-------------------------------------|
| GENERAL PURPOSE<br>& EMERGENCY<br>VEHICLES | INFRASTRUCTURE<br>EQUIPMENT &<br>SERVICES | COMMUNICATIONS<br>EQUIPMENT &<br>SERVICES | GROUNDS<br>FACILITIES &<br>PARKS EQUIPMENT | PUBLIC<br>WORKS<br>EQUIPMENT | EMERGENCY<br>EQUIPMENT &<br>SUPPLIES | CONSULTING<br>LEASING & STAFFING<br>SERVICES | EMERGENCY<br>PREPAREDNESS &<br>DISASTER RECOVERY | COOPERATIVE<br>ENERGY<br>PURCHASING |
|--|---|---|--|------------------------------|--------------------------------------|--|--|-------------------------------------|

You are here: Home > Information About The Program > Frequently Asked Questions (FAQs)

## INFORMATION ABOUT THE PROGRAM

### FREQUENTLY ASKED QUESTIONS (FAQS)

**Q: What is H-GAC?**

A: The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 36 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

**Q: How does HGACBuy work?**

A: Government entities join by executing an Interlocal Contract to participate in HGACBuy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

**Q: Can my entity purchase through HGACBuy?**

A: The Texas Interlocal Cooperation Act permits joint participation by local governments, states, state agencies, and certain non-profit corporations. Most states have interlocal cooperation authority or other joint power provisions that allow participation in cooperative activities.

**Q: I have to advertise for bids therefore I can't purchase thru HGACBuy.**

A: HGACBuy uses mass circulation, minority emphasis print media, and internet services to post legal notices and bid solicitations. Therefore, posting of public notices to solicit bids and the formal competitive bid process are satisfied thru HGACBuy procedures.

**Q: What other services are offered through the HGACBuy program?**

A: Researching products, writing specifications, holding pre-bid conferences, assisting with order placement, contacting vendor reps, helping to resolve order issues, and reviewing and certifying purchase orders to confirm compliance with any specific HGACBuy contract.

**Q: What is the difference between HGACBuy and some other cooperatives?**

A: HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase thru HGACBuy.

**Q: Where do I find information on products offered through HGACBuy?**

A: Access HGACBuy's web site at [www.hgacbuy.org](http://www.hgacbuy.org) for a complete listing of products with descriptions, prices, contractors and/or contacts.

**Q: What products are available thru HGACBuy?**

A: Primarily, products that are utilized in Public Safety, Public Works, and Communications, in addition to professional consulting, personnel and financing services. A wide variety of capital equipment is under contract, and thru a unique feature of HGACBuy it can be customized through the use of published and unpublished options to fit your specifications and requirements.

**Q: Can I purchase on-line?**

A: Because of the nature of most of the products and services we have under contract, we prefer that you speak with a contractor's representative and get a detailed price quote before placing an order. This is to insure that you get what you want, configured like you want it. Use the HGACBuy website to for basic information and to get the contractor's telephone and email address. After you receive your written quotation and have reviewed it, prepare your purchase order to the Contractor and fax a copy to HGACBuy.

**Q: What does it cost to join HGACBuy? How is HGACBuy funded?**

A: HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported thru an administrative fee assessed to the contractor. An "Order Processing Charge" (Administrative Fee) will appear on quotation forms for purchases of motor vehicles in the State of Texas in accordance with State of Texas, Department of Transportation, Division of Motor Vehicles requirements.

**Q: What are the benefits of HGACBuy? I want to inform my elected officials and staff:**

A: We give you access to volume purchasing and discounts. • We put over 200 years of combined purchasing experience to work on your behalf. • We write technical specifications eliminate the need to hire consultants for that purpose. • We absorb the costs associated with publishing legal notices. • We offer you an expedited procurement process so you need not be delayed for months preparing specifications and satisfying all of the other requirements for competitive bids and proposals.

**Q: Where to send my payments to H-GAC?**

**A: Sending Coop Payments to H-GAC:**

In order to avoid delays in the receipt and/or application of your remittance we recommend that

you forward all **Coop payment** checks made payable to the Houston-Galveston Area Council and sent to our bank lock box **P.O. Box 301427**, Dallas TX 75303-1427. On all remittances please reference the H-GAC invoice number(s) you wish payment to be applied.

**Sending Energy Payments to H-GAC:**

In order to avoid delays in the receipt and/or application of your remittance we recommend that you forward all **Energy payment** checks made payable to the Houston-Galveston Area Council and sent to our bank lock box **P.O. Box 301497**, Dallas TX 75303-1427. On all remittances please reference the H-GAC invoice number(s) you wish payment to be applied.

Also feel free to contact the H-GAC Finance Department with questions regarding invoices, wiring instructions, or remittance advice.

**For more information, contact us:**

**HGACBuy**

3555 Timmons Lane; Suite 120  
Houston, TX 77027

Phone: (800) 926-0234

Fax: (713) 993-4548

Web: [www.hgacbuy.org](http://www.hgacbuy.org)

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|                                      |                                     |                                     |                                      |                        |                                |  |  |                               |
|--------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|------------------------|--------------------------------|--|--|-------------------------------|
| GENERAL PURPOSE & EMERGENCY VEHICLES | INFRASTRUCTURE EQUIPMENT & SERVICES | COMMUNICATIONS EQUIPMENT & SERVICES | GROUNDS FACILITIES & PARKS EQUIPMENT | PUBLIC WORKS EQUIPMENT | EMERGENCY EQUIPMENT & SUPPLIES | CONSULTING LEASING & STAFFING SERVICES | EMERGENCY PREPAREDNESS & DISASTER RECOVERY | COOPERATIVE ENERGY PURCHASING |
|--------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|------------------------|--------------------------------|--|--|-------------------------------|

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## INFORMATION ABOUT THE PROGRAM

### LIST OF END USERS

[Alabama](#) | [Alaska](#) | [Arizona](#) | [Arkansas](#) | [California](#) | [Colorado](#) | [Connecticut](#) | [Delaware](#) | [District of Columbia](#) | [Florida](#) | [Georgia](#) | [Idaho](#) | [Illinois](#) | [Indiana](#) | [Iowa](#) | [Kansas](#) | [Kentucky](#) | [Louisiana](#) | [Maine](#) | [Maryland](#) | [Massachusetts](#) | [Michigan](#) | [Minnesota](#) | [Mississippi](#) | [Missouri](#) | [Montana](#) | [Nebraska](#) | [Nevada](#) | [New Jersey](#) | [New Mexico](#) | [New Hampshire](#) | [New York](#) | [North Carolina](#) | [North Dakota](#) | [Ohio](#) | [Oklahoma](#) | [Oregon](#) | [Pennsylvania](#) | [Rhode Island](#) | [South Carolina](#) | [South Dakota](#) | [Tennessee](#) | [Texas](#) | [Utah](#) | [Vermont](#) | [Virginia](#) | [Washington](#) | [West Virginia](#) | [Wisconsin](#) | [Wyoming](#) |

| End User   | City             |
|--|------------------|
| <b>Colorado</b>                                      |                  |
| ACCESS Housing of Adams County, Inc. (CO)            | Commerce City    |
| Adams County (CO)                                    | Brighton         |
| Adams County School District 50 (CO)                 | Westminster      |
| Boulder Valley School District (CO)                  | Boulder          |
| Chaffee County (CO)                                  | Salida           |
| City and County of Broomfield (CO)                   | Broomfield       |
| City and County of Denver (CO)                       | Denver           |
| City of Alamosa (CO)                                 | Alamosa          |
| City of Arvada (CO)                                  | Arvada           |
| City of Aurora (CO)                                  | Aurora           |
| City of Black Hawk (CO)                              | Black Hawk       |
| City of Colorado Springs (CO)                        | Colorado Springs |
| City of Durango (CO)                                 | Durango          |
| City of Lakewood (CO)                                | Lakewood         |
| City of Littleton (CO)                               | Littleton        |
| City of Loveland (CO)                                | Loveland         |
| City of Pueblo (CO)                                  | Pueblo           |
| City of Thornton (CO)                                | Thornton         |
| City of Wheat Ridge (CO)                             | Wheat Ridge      |
| Conejos County Road & Bridge (CO)                    | Conejos          |
| Cortez Fire Protection District (CO)                 | Cortez           |
| County of Douglas (CO)                               | Castle Rock      |
| County of Larimer (CO)                               | Ft. Collins      |
| Eagle County (CO)                                    | Gypsum           |
| El Paso County (CO)                                  | Colorado Springs |
| Elk Creek Fire Protection District (CO)              | Conifer          |
| Fountain Sanitation District (CO)                    | Fountain         |
| Green Mountain Water & Sanitation District (CO)      | Lakewood         |
| Jefferson County (CO)                                | Golden           |
| La Plata County (CO)                                 | Durango          |
| Las Animas County Rehabilitation Center, Inc. (CO)   | Trinidad         |
| Mesa County Valley School District 51 (CO)           | Grand Junction   |
| Montezuma County Transportation (CO)                 | Cortez           |
| Morgan County School District RE-3 (CO)              | Ft. Morgan       |
| NEON - National Ecological Observatory Network, Inc. | Boulder          |
| Otero County (CO)                                    | Swink            |
| Pitkin County (CO)                                   | Aspen            |
| Pueblo West Metropolitan District (CO)               | Pueblo West      |
| Rocky Mountain Fire Protection District (CO)         | Boulder          |
| SEMSWA - Southeast Metro Stormwater Authority (CO)   | Centennial       |
| South Adams County Fire Protection District (CO)     | Commerce City    |
| Town of Castle Rock (CO)                             | Castle Rock      |
| Town of Parker (CO)                                  | Parker           |

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# AUTHORIZING STATE STATUTES U.S. COMMUNITIES

Select to View Other State/Territory Statutes:

[All State Statutes List](#)

State of Colorado Statutes  
Colorado Revised Statutes  
Title 24 Government - State  
Article 110 Intergovernmental Relations

§ 24-110-101. Definitions.

As used in this article, unless the context otherwise requires:

(1) "Cooperative purchasing" means procurement conducted by, or on behalf of, more than one public procurement unit or b a public procurement unit with an external procurement activity.

(2) "External procurement activity" means any buying organization not located in this state which, if located in this state, wou qualify as a public procurement unit. An agency of the United States is an external procurement activity.

(3) "Local public procurement unit" means any county, city, county and city, municipality, or other political subdivision of the state, any public agency of any such political subdivision, any public authority, any educational, health, or other institution, and, to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services, an construction.

(4) "Public procurement unit" means either a local public procurement unit or a state public procurement unit.

(5) "State public procurement unit" means the department of personnel or any other purchasing agency of this state.

§ 24-110-201. Cooperative purchasing authorized.

Any public procurement unit may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units, external procurement activities, or procurement consortiums which include as members tax-exempt organizations as defined by section 501 (c)(3) of the federal "Internal Revenue Code of 1986", as amended, in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state public procurement unit contracts which are made available to loca public procurement units.

## Solutions

BY SUPPLIER ( [show all ->](#) )

BY CATEGORY

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- Office & School
- Specialty
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# U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

### Getting Started

- Program Overview

### Why Use U.S. Communities

- What Makes Us Different

### Discounts on Brands

- Products & Suppliers

### Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities



**INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

ILC  
No.: \_\_\_\_\_  
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \* THE CITY OF EVANS, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \* \_\_\_\_\_

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* 2/12/2016 (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* 1/1/2016 and ends \* 12/31/2016. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\* CITY OF EVANS  
Name of End User (local government, agency, or non-profit corporation)

\* 1100 - 37TH ST  
Mailing Address

\* EVANS CO 80620  
City State ZIP Code

\*By: [Signature]  
Signature of chief elected or appointed official

\* JESSICA GONIFAS  
Typed Name & Title of Signatory Date  
DEPUTY CITY MANAGER

**Houston-Galveston Area Council**  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

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

\*Denotes required fields

**\*Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: CITY OF EVANS County Name: WELD  
(Municipality/County/District/etc.)

Mailing Address: 1100 37TH ST EVANS CO 80620  
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: (970) 475-1100 FAX Number: (970) 330-3472

Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: WWW.EVANS.COLORADO.GOV

Official Contact: MICHAEL HUNTER  
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: 1958 40TH ST  
(Street Address/P.O. Box)  
EVANS CO 80620  
(City) (State) (ZIP Code)

Title: OPERATIONS SUPERINTENDENT  
Ph No.: (970) 475-1188  
Fx No.: (970) 339-4082  
E-Mail Address: MHUNTER@EVANS.COLORADO.GOV

Authorized Official: AODEN HOGAN JR  
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: 1100 37TH ST  
(Street Address/O.O. Box)  
EVANS CO 80620  
(City) (State) (ZIP Code)

Title: CITY MANAGER  
Ph No.: (970) 475-1100  
Fx No.: (970) 330-3472  
E-Mail Address: AHOGAN@EVANS.COLORADO.GOV

Official Contact: Jacque Troud  
(Purchasing Agent/Auditor etc.)

Mailing Address: 1100 37TH ST  
(Street Address/O.O. Box)  
EVANS CO 80620  
(City) (State) (ZIP Code)

Title: FINANCE MANAGER  
Ph No.: (970) 475-1170  
Fx No.: (970) 330-3472  
E-Mail Address: JTROUDT@EVANS.COLORADO.GOV

Official Contact: FRED STARR  
(Public Works Director/Police Chief etc.)

Mailing Address: 1100 37TH ST  
(Street Address/O.O. Box)  
EVANS CO 80620  
(City) (State) (ZIP Code)

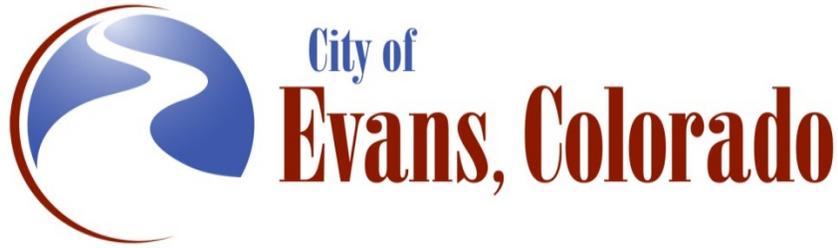
Title: PUBLIC WORKS DIRECTOR  
Ph No.: (970) 475-1100  
Fx No.: (970) 330-3472  
E-Mail Address: FSTARR@EVANS.COLORADO.GOV

Official Contact: RON PRISTERA  
(EMS Director/Fire Chief etc.)

Mailing Address: 1100 37TH ST  
(Street Address/O.O. Box)  
EVANS CO 80620  
(City) (State) (ZIP Code)

Title: FIRE CHIEF  
Ph No.: (970) 475-1117  
Fx No.: (970) 330-3472  
E-Mail Address: RPRISTERA@EVANS.FIRE.DISTRICT.ORG

\* denotes required fields



## City Manager - Monitoring Report

April 19, 2016

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

➤ **Finance**

### Sales Tax Update

Please find the Final January sales tax update below.

| January 2016 - Final |                |                |             |
|----------------------|----------------|----------------|-------------|
| Category             | 2015 YTD       | 2016 YTD       | % Change    |
| Base                 | 194,389        | 164,850        | -15%        |
| Commercial           | 160,970        | 152,310        | -5%         |
| Industrial           | 194,728        | 71,339         | -63%        |
| Utilities            | 84,149         | 64,616         | -23%        |
| Motor Vehicle        | 117,392        | 81,430         | -31%        |
| <b>Total</b>         | <b>751,629</b> | <b>534,545</b> | <b>-29%</b> |
| January 2016 - Final |                |                |             |
| Lodging              | 7,998          | 5,898          | -26%        |

Please find the Preliminary February 2016 sales tax update below.

**Year-to-date Actual vs. Budget we are \$156,883 short.**

As far as the February monthly projection goes, we are \$126,416 short of what we needed to collect this month to meet our annual budget. This does not include motor vehicle tax.

| February 2016 - Preliminary |          |          |          |
|-----------------------------|----------|----------|----------|
| Category                    | 2015 YTD | 2016 YTD | % Change |
| Base                        | 372,122  | 327,445  | -12%     |
| Commercial                  | 305,320  | 296,309  | -3%      |
| Industrial                  | 374,712  | 153,497  | -59%     |
| Utilities                   | 151,174  | 125,771  | -17%     |
| February 2016 - Preliminary |          |          |          |
| Lodging                     | 15,304   | 11,830   | -23%     |



### New Business License List - March

The chart below is a list of new Business and Tax License Applications received. The columns show the company and Doing Business As (DBA) name. "In/Out" indicates whether or not the business is located "In" Evans or "Out" of Evans. "Account Start" is the date the business/account started, location address and type of business conducted.

New businesses located in Evans go through a review process. Please contact me by email at [jpacheco@evanscolorado.gov](mailto:jpacheco@evanscolorado.gov) or by phone at 970-475-1109 if you would like to know if an Evans business listed below was approved, denied or still under review.



### New Accounts

3/1/2016

| Business/Doing Business As     | In/Out | Acct Start | Address                                    | Nature of Business  |
|--------------------------------|--------|------------|--|---|
| ARB Niobrara Connector LLC     | O      | 3/1/2016   | 1600 Broadway Ste 2400 Denver, CO 80202    | Rail facility for crude oil and porppants                                   |
| AT&T Digital Life Inc          | O      | 3/1/2016   | 1025 Lenox Park Blvde NE Atlanta, GA 30319 | Security Systems Service  |
| Fit and Nurticion LLC          | I      | 3/1/2016   | 818 31st St Evans, CO 80620                | Dance and fitness   |
| New Avon LLC                   | O      | 3/1/2016   | 777 Third Avenue New York, NY 10017        | Manuf and direct sales of cosmetics, toiletries, fragrances and fashion acc |
| Saf-Gard Safety Shoe Inc       | O      | 3/1/2016   | 2701 Patterson Street Greensboro, NC 27407 | Retailer of shoes   |
| Crasco LLC                     | O      | 3/4/2016   | 925 N35th Ave Greeley, CO 80634            | Crack fill  |
| Inspire Dance Academy          | I      | 3/7/2016   | 1015 42nd St Evans, CO 80620               | Dance Lessons   |
| Copperleaf Custom Builders     | O      | 3/10/2016  | 2688 Grace Way Mead, CO 80542              | General Contractor  |
| Helix TCS Inc                  | O      | 3/11/2016  | 5300 DTC Parkw ay Greenwood Village, CO    | Private Security/Transportation   |
| Maria Gerlach                  | I      | 3/15/2016  | 3028 Sunset Drive Evans, CO 80620          | Vacation Rental Property  |
| La Costenita Market LLC        | I      | 3/18/2016  | 3505 11th Ave #3 Evans, CO 80620           | Grocery store, bakery & butcher   |
| Taqueria La Costenita LLC      | I      | 3/18/2016  | 3505 11th Ave #3 Evans, CO 80620           | Restaurant  |
| Gremlins Electric LLC          | I      | 3/21/2016  | 3901 Harbor Lane Evans, CO 80620           | Electrical Services   |
| Savage Services Corporation    | I      | 3/22/2016  | 7300 47th Ave Evans, CO 80645              | Transload - Transportation Support Services                                 |
| Wooden Nickel Salsa            | I      | 3/25/2016  | 3419 39th Ave Evans, CO 80620              | Salsa   |
| BH Inc                         | O      | 3/28/2016  | 826 South 1500 East Vernal, UT 84078       | Electrical Contractor   |
| Western Skies Construction LLC | O      | 3/28/2016  | 33154 CR 51 Greeley, CO 80631              | General Construction  |



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## COUNCIL COMMUNICATION

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**DATE:** April 19, 2016  
**AGENDA ITEM:** 13.A  
**SUBJECT:** Adjournment to Executive Session

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**AGENDA ITEM DESCRIPTION:**

The City Council will adjourn into an executive session 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).

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**FINANCIAL SUMMARY:**

N/A

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**RECOMMENDATION:**

N/A

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**SUGGESTED MOTIONS:**

*“I move to go into Executive Session for the purpose of determining 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).”*

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