



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

March 1, 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 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. RECOGNITIONS

A. Evans Police Department—Accreditation from the Colorado Association of Chiefs of Police

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 February 16, 2016
B. Ordinance No. 648-16 Mineral Lease (Second Reading)

8. NEW BUSINESS

- A. Public Hearing – CDBG-DR Long Range Planner Staffing Grant
- B. Resolution No. 15-2016 – Adoption of a Notice of Nondiscrimination and Formal Grievance Procedure
- C. Resolution No. 16-2016 – Adjusting City Irrigation Rates

9. REPORTS

- A. City Manager
- B. City Attorney

10. AUDIENCE PARTICIPATION (general comments)

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

11. 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)

12. ADJOURNMENT

CITY OF EVANS – MISSION STATEMENT

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

COUNCIL COMMUNICATION

DATE: March 1, 2016

AGENDA ITEM: 7.A

SUBJECT: Approval of the Minutes February 16th City Council Meeting

PRESENTED BY: City Clerk

AGENDA ITEM DESCRIPTION:

Approval of minutes.

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

"I move to approve the minutes as presented."

MINUTES
EVANS CITY COUNCIL
February 16, 2016

CALL TO ORDER

Mayor called the meeting to order at 7:35 p.m.

PLEDGE

ROLL CALL

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

PROCLAMATION

A. Americanism Day-Evans VFW Post #6624

Mayor Morris read the proclamation designating March 20, 2016 as Americanism Day in the City of Evans. Mayor Pro-Tem Schaffer delivered the Proclamation to the representatives of Evans VFW Post #6624.

AUDIENCE PARTICIPATION

Laura Speer, 4020 Empire Street, Evans, approached City Council to voice her concerns about the City's focus on other projects and not making the Riverside Park project a priority. She spoke about other residents from the east side of Evans having the same concerns.

APPROVAL OF AGENDA

Raegan Robb, Evans City Clerk explained that the executive session on the agenda was no longer needed.

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

The motion passed with all voting in favor thereof.

CONSENT AGENDA

A. Approval of Minutes of the Regular Meeting of February 2, 2016

B. Ordinance No. 646-16 – Amending the Evans Home Rule Charter, Amending Section 3.14 of the Home Rule Charter, and Submitting the Questions to the Registered Electors at the Regular Municipal Election Held on April 5, 2016 (Second Reading)

EVANS CITY COUNCIL

February 16, 2016

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

OLD BUSINESS

A. Ordinance No. 647-16 – Amending Section 7.10 of the Evans Home Rule Charter and Submitting the Question to the Registered Electors at the Regular Municipal Election Held on April 5, 2016 (Second Reading)

Mayor Pro-Tem Schaffer made the motion, seconded by Council Member Finn, to adopt Ordinance No. 647-16 on second reading.

The motion passed 6-1 with Council Member Clark voting against.

NEW BUSINESS

A. Resolution No. 14-2016 – Amendment of Resolution No. 10-2016 to Include Work on the Lower Latham Ditch Company’s Diversion Structure in the CDBG-DR Grant

Kacey Blum, Watershed Coordinator and Chad Reischl City Planner, presented Resolution No. 14-2016. Amending of Resolution No. 10-2016 authorizing the application for a Planning Grant from the Colorado Department of Local Affairs to assist with flood mitigation work at the Highway 85 and Highway 60 Bridges to include implementation work at the Lower Latham Diversion.

According to Ms. Blum, the Middle South Platte River Alliance (MSPRA) is asking to amend the grant application submitted to the Department of Local Affairs’ CDBG-DR program to add physical improvements at the Lower Latham Diversion Structure to the scope of work of the grant. Improvements at the diversion structure will help decrease flood risk in the immediate vicinity of the structure, improve the ecological function of the river, and increase safety for recreational users of the river. This work will also help to resolve sedimentation issues now occurring at the Highway 85 Bridge where work will also be performed as part of this grant. The total cost for the grant will be revised to include an additional \$400,000 for this work. The new total for the grants applied for under resolution 10-2016 would be \$1,273,000, but the Alliance and the City of Evans will be fully reimbursed for this project with no matching funds are required.

The Council Members discussed their support for amending the grant.

Council Member Clark, made the motion, seconded by Council Member Brown, to adopt Resolution No. 14-2016 – Amending of Resolution No. 10-2016 Authorizing the Application for a planning Grant from DOLA to assist with flood mitigation work at the Highway 85 and Highway 60 Bridges to include implementation work at

the Lower Latham Diversion.

The motion passed with all voting in favor thereof.

B. Ordinance No. 648-16 – Approving an Oil and Gas Lease of Certain City of Evans’ Property with Mineral Resources, Inc. (First Reading)

Scott Krob, City Attorney, provided some history about past oil and gas leases on City property and a new offer of from Mineral Resources due to the declining market value of oil and gas prices. Mr. Krob was recommending the adoption of Ordinance No. 648-16 to approve the new offers of the oil and gas leases with the City of Evans.

Mayor Morris asked about the location of the lease near the Waste water Treatment Plant. Discussion ensued concerning the location and Council Member Finn clarified that the location was the current plant location, not the future plant location.

The Council Members discussed their support for the Ordinance.

Council Member Finn made the motion, seconded by Council Member Rudy, to adopt Ordinance No. 648-16 – Approving an Oil and Gas Lease of Certain City of Evans’ Property with Mineral Resources, Inc., on first reading.
The motion passed with all voting in favor thereof.

REPORTS

A. City Manager

Aden Hogan, City Manager, presented an update to Council concerning end of 2015 building permit numbers, which were stable and sales tax numbers, which were also stable but showing a lag for the industrial sector at the end of 2015. He talked about the volatility of the oil and gas market. Mayor Morris clarified that the sales tax projection for 2015 was the same amount as the 2015 budget projection.

B. City Attorney

Mr. Krob provided an update concerning the Godfrey ditch shares, talked about the issues of equivalent residential units (EQRs) and non-potable water in the Tuscany subdivision. Lastly, he included that the Ashcroft law suit has been scheduled for mediation in April with a trial scheduled in July, if necessary.

Mayor Morris thanked Mr. Krob for his update.

AUDIENCE PARTICIPATION

There was none.

EVANS CITY COUNCIL

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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)~~

ADJOURNMENT

The meeting adjourned at 7:58 p.m.


Raegan Robb, City Clerk

DRAFT

COUNCIL COMMUNICATION

DATE: March 1, 2016

AGENDA ITEM: 7.B

SUBJECT: ORDINANCE NO. 648-16 AN ORDINANCE APPROVING AN OIL AND GAS LEASE OF THE CITY OF EVANS' PROPERTY WITH MINERAL RESOURCES, INC.

PRESENTED BY: Scott Krob, City Attorney

AGENDA ITEM DESCRIPTION:

As you may recall, in 2015, the City entered into a lease agreement with Mineral Resources for oil and gas beneath certain properties owned by the City, including the cemetery and park. This ordinance approves a lease of the City of Evans oil and gas interest beneath an additional 27 acres of property owned by the City.

Recently the City received a proposal asking to lease oil and gas beneath the additional 27 acres of City owned lands. However, before the matter could be brought to Council, Mineral Resources sent notices withdrawing their previous offer due to the drop in oil prices and said they would only offer \$800 per acre as a signing bonus and 15% royalty.

As I explained in connection with last year's lease agreement, if the City does not enter into a lease agreement for its oil and gas interest or develop those interests on its own, the City will likely be forced into a pooling agreement. In that event there is no signing bonus and the City would receive a royalty of 12%.

Upon receiving the notices from Mineral Resources withdrawing their previous offer, I called Jack Sattler and discussed the matter with him. As a result of those discussions, Jack agreed on behalf of Mineral Resources to offer the same proposal to the City for the new lease, as in the City's 2015 lease, specifically \$2500 per acre signing bonus plus 16% royalty. Those are the terms reflected in the lease being presented to the City Council this evening.

No drilling will be done on the City's property. The well that will access the oil and gas beneath the ERA's property will actually be a directional well drilled from other property.

FINANCIAL SUMMARY:

It is anticipated that the signing bonus will result in an up front payment in the amount of \$68,221. The royalty will be paid if and when a producing well is drilled.

RECOMMENDATION:

It is staff's recommendation that the City enter into the oil and gas lease agreement with Mineral Resources, Inc. as provided in the ordinance.

SUGGESTED MOTIONS:

“I move to approve Ordinance No. 648-16 on second reading.”

“I move to deny Ordinance No. 648-16.”

CITY OF EVANS, COLORADO

ORDINANCE NO. 648-16

AN ORDINANCE APPROVING AN OIL AND GAS LEASE OF CERTAIN CITY OF EVANS' PROPERTY WITH MINERAL RESOURCES, INC.

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 form of the lease has been approved by the City Attorney and the content of the lease has been approved by the City Manager; and

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Evans to enter into this lease.

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

1. The lease of the City of Evans' oil and gas interest in the property beneath the City's property as set forth in the attached oil and gas lease between the City and Mineral Resources, Inc. is hereby approved.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

**INTRODUCED AND PASSED AT A REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EVANS ON THIS 16TH DAY OF FEBRUARY, 2016.**

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

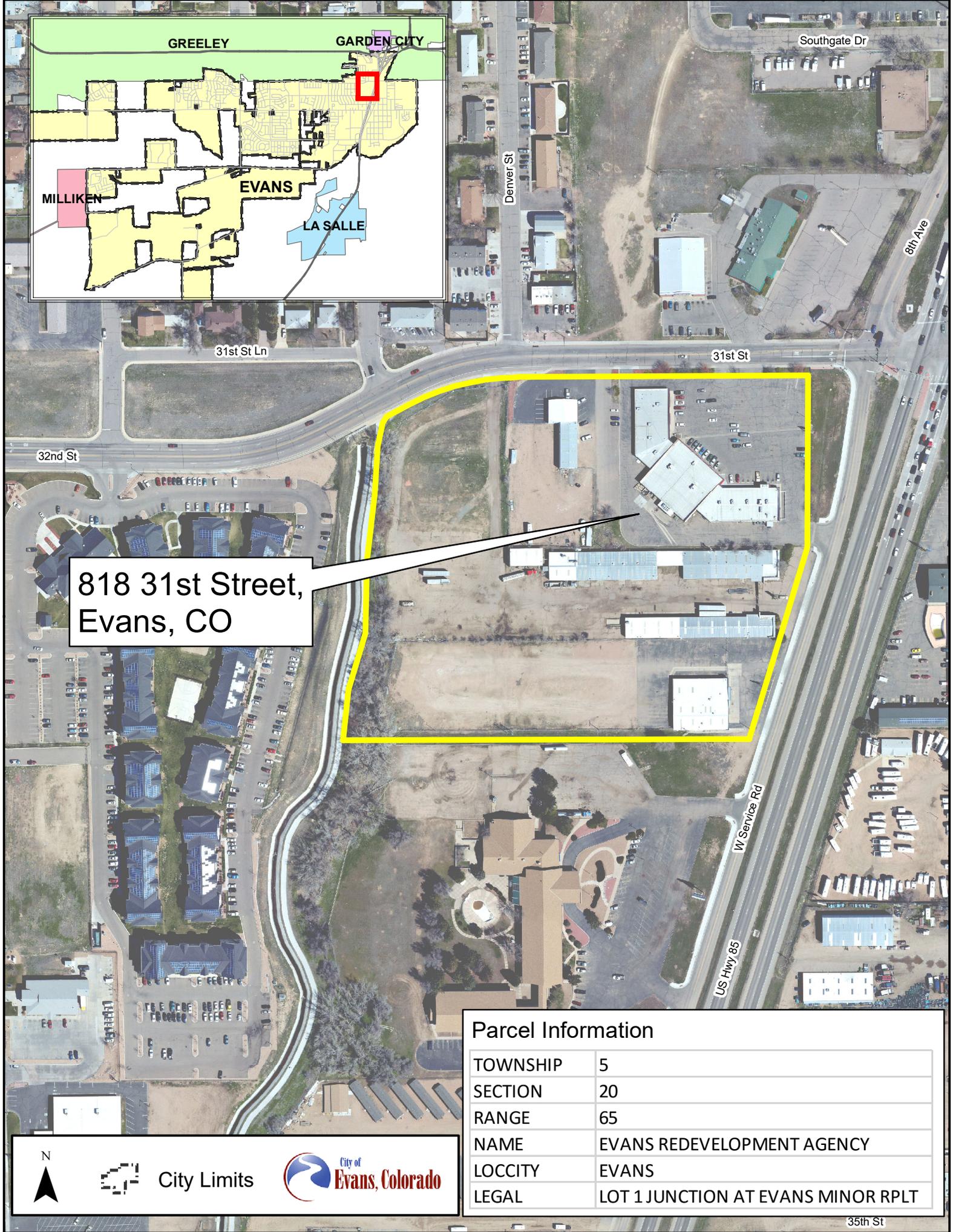
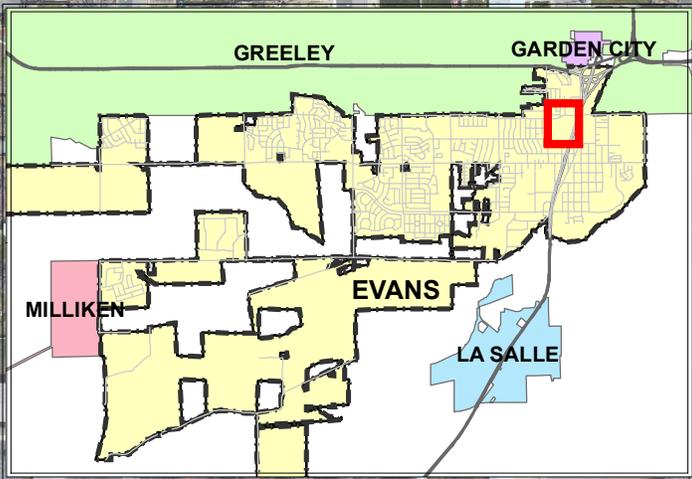
PASSED AND ADOPTED ON A SECOND READING THIS 1ST DAY OF MARCH, 2016.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John L. Morris, Mayor

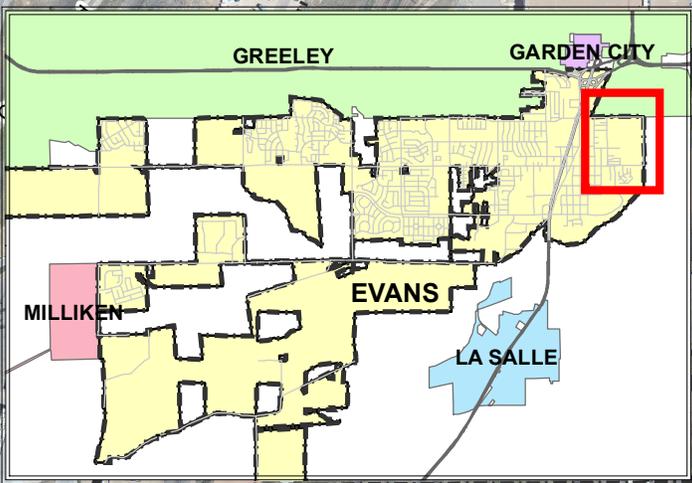


818 31st Street,
Evans, CO

Parcel Information	
TOWNSHIP	5
SECTION	20
RANGE	65
NAME	EVANS REDEVELOPMENT AGENCY
LOCCITY	EVANS
LEGAL	LOT 1 JUNCTION AT EVANS MINOR RPLT



 City Limits
 



3323 1st Avenue,
Evans, CO

Parcel Information

TOWNSHIP	5
SECTION	20
RANGE	65
NAME	EVANS CITY OF
CITY	EVANS
LEGAL	EVS 13107-A PT E2SE4 20 5 65 BEING L3 THRU 10 SE4 20 5 65 & CLOSED 80' STREET W OF & ADJ TO SAID LOTS (27A M/L)





MINERAL RESOURCES, INC.

Mail: P.O. Box 328 Greeley, Colorado 80632 * Phone: 970.352.9446 * Fax: 970.339.8321

February 11, 2016

Record: 76501

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

RE: TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M.
Section 20: described below
Containing 27.2884 acres, more or less

Dear City Of Evans:

Mineral Resources, Inc., a Greeley based oil and gas exploration company, is developing an oil and gas directional drilling program. A search of public records indicates that you are the mineral owner of property that is within our area of interest. We hope you will consider entering into an Oil and Gas Lease which will cover the lands described below:

All that part of the East Half of the Southeast Quarter of Section 20, Township 5 North, Range 65 West, being Lots 3 thru 10 and the closed 80' street West of and adjacent to said lots, all located in the County of Weld, State of Colorado, also known as 3323 1st Avenue, Evans, Colorado
Containing 27.2884 acres, more or less.

The terms of the lease we are offering are as follows:

Signing Bonus: \$68,221.00
Royalty Rate: 16%
Primary Term: 5 years

If you grant a lease, once the wells are drilled and producing you will receive monthly royalty payments in proportion to your mineral ownership. Please note that our intention is to drill the multiple oil and gas wells that are part of this project from a pad site strategically chosen for its location. This allows for minimal impact on the day-to-day lives of residents. **NO OPERATIONS OR CONSTRUCTION OF ANY KIND WILL TAKE PLACE ON YOUR PROPERTY.**

If you are interested in selling your minerals we will buy them from you for a one-time payment of \$81,865.20. In order to accept this offer, contact our office at 970-352-9446 and we will send you the proposed Quit Claim Deed.

Should you have any questions please contact us at 970-352-9446 or stop by our office located at 5200 W. 20th Street, Greeley, CO 80634.

Sincerely,

Amy Boyd
970-590-7443

Jack Sattler
970-475-6112

OIL AND GAS LEASE

Form #MRIP88a

This Oil and Gas Lease ("Lease") is made this 11th day of February, 2016 by and between **City Of Evans** whose address is **1100 37th Street Evans, CO 80620**, ("Lessor", whether one or more) and **MINERAL RESOURCES, INC.**, whose address is **P.O. BOX 328, GREELEY, COLORADO 80632** ("Lessee").

WITNESSETH, For and in Consideration of TEN DOLLARS, the covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby grant, demise, lease and let exclusively unto said Lessee, with the exclusive rights for the purposes of mining, exploring by geophysical and other methods and operating for and producing therefrom oil and all gas of whatsoever nature or kind (including coalbed gas), and laying pipelines, telephone and telegraph lines, building tanks, plants, power stations, roadways and structures thereon to produce, save and take care of said products (including dewatering of coalbed gas wells), and the exclusive surface or subsurface rights and privileges related in any manner to any and all such operations, and any and all other rights and privileges necessary, incident to, or convenient for the operation alone or jointly with neighboring land for such purposes, all that certain tract or tracts of land situated in Weld County, Colorado, described to wit:

TOWNSHIP 5 NORTH, RANGE 65 WEST, 6TH P.M.

SECTION 20: PART OF THE SE/4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 5 NORTH, RANGE 65 WEST, BEING LOTS 3 THRU 10 AND THE CLOSED 80' STREET WEST OF AND ADJACENT TO SAID LOTS, ALL LOCATED IN THE COUNTY OF WELD, STATE OF COLORADO, ALSO KNOWN AS 3323 1ST AVENUE, EVANS, COLORADO INCLUDING ALL STRIPS AND PARCELS OF LAND CONTIGUOUS THERETO OR IN SAID SECTION NOW OWNED OR ACQUIRED IN THE FUTURE. CONTAINING 27.2884 ACRES, MORE OR LESS (the "Premises")

Notwithstanding anything to the contrary herein contained, this lease is a "No Surface Occupancy" Oil and Gas Lease. It is agreed and understood that Lessee its successors or assigns shall not conduct any operations or locate any facilities on the surface of the leased lands. It is understood that Lessee, its successors or assigns shall not be allowed any access to the surface of the leased lands without written consent of Lessor. It is further agreed that Lessee shall have the right to drill and operate directional wells through and under said land irrespective of the bottom hole locations of said wells. To this end, Lessor hereby grants to Lessee a subsurface easement for all purposes associated with such directional wells.

1. It is agreed that this Lease shall remain in full force for a term of five (5) years from this date ("Primary Term") and as long thereafter as oil or gas of whatsoever nature or kind is produced from the Premises or on acreage pooled or unitized therewith, or operations are continued as hereinafter provided. At any time during the Primary Term of this Lease, Lessee, at its option may make tender to Lessor payment in the amount of \$100 per net mineral acre, thereby extending the Primary Term of this Lease by an additional five (5) years. If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises or on acreage pooled or unitized therewith but Lessee is then engaged in drilling, reworking or dewatering operations thereon, then this Lease shall continue in force so long as such operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on the Premises or on acreage pooled or unitized therewith, the production thereof should cease from any cause after the primary term, this Lease shall not terminate if Lessee commences additional drilling, reworking or dewatering operations within ninety (90) days from date of cessation of production or from date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil or gas is produced from the Premises or on acreage pooled or unitized therewith.

2. This is a PAID-UP LEASE. In consideration of the payment made herewith, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or any portion of the Premises and as to any strata or stratum, by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

3. The royalties to be paid by Lessee are: (a) on oil and other liquid hydrocarbons, 16% of that produced and saved from said land, the same to be delivered at the wells, or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore prevailing for the field where produced on the date of purchase; (b) on gas and the constituents thereof produced from said land and sold or used off the premises or in the manufacture of products therefrom, the market value at the well of 16% of the product sold or used. On product sold at the well, the royalty shall be 16% of the net proceeds realized from such sale. All royalties paid on gas sold or used off the premises or in the manufacture of products therefrom will be paid after deducting from such royalty Lessor's proportionate amount of all post-production costs, including but not limited to gross production and severance taxes, gathering and transportation costs from the wellhead to the point of sale, treating, compression, and processing. On product sold at the well, the royalty shall be 16% of the net proceeds realized from such sale, after deducting from such royalty Lessor's proportionate amount of all of the above post-production costs and expenses, if any.

4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced), is not sold or used after the expiration of the Primary Term, Lessee shall pay or tender as royalty to Lessor at the address set forth above One Dollar (\$1.00) per year per net mineral acre, such payment or tender to be made on or before the anniversary date of this Lease next ensuing after the expiration of ninety (90) days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this Lease during the period such well is shut in or dewatering operations are being conducted.

5. If Lessor owns a lesser interest in the Premises than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the Premises for Lessee's operations thereon, except water from the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on the Premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on the Premises.

10. Lessee shall have the right at any time to remove all machinery and fixtures (including casing) Lessee has placed on the Premises.

11. The rights of the Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Premises shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this Lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the



production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, reworking or dewatering operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, reworking or dewatering operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the Unit bears to the total number of surface acres in such Unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this Lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation. Any delay or interruption caused by storm, flood, act of God or other event of force majeure shall not be counted against Lessee. If, due to the above causes or any cause whatsoever beyond the control of Lessee, Lessee is prevented from conducting operations hereunder, such time shall not be counted against Lessee, and this Lease shall be extended for a period of time equal to the time Lessee was so prevented, anything in this Lease to the contrary notwithstanding.

14. Lessor hereby agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the Premises, insofar as said right of dower and homestead may in any way affect the purposes for which this Lease is made, as recited herein.

15. Should any one or more the parties named as Lessor herein fail to execute this Lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor", as used in this Lease, shall mean any one or more or all of the parties who execute this Lease as Lessor. All the provisions of this Lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. In the event that Lessor, or any successor, assigns its rights under the lease to two or more persons or entities, those persons or entities shall designate one entity or person to receive all royalty payments and to execute all division orders.

17. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the aforescribed lands, lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing, and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt, from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer.

18. This Lease covers not only such interests in the leased premises as the lessor presently owns therein but also such additional interest as Lessor may acquire in the future by operation of the law or otherwise, and upon Lessor notifying Lessee of such additional interest, Lessee shall make addition royalty and bonus payments in accordance with the proportional increase in interest.

19. The Lease may be executed in two or more counterparts, each of which shall be deemed an original instrument, and all of which together shall constitute one and the same instrument. The parties agree that electronic and facsimile signatures are binding.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

 City Of Evans

STATE OF _____)
) SS.
 COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____ 2016 , personally appeared _____ as the _____ of City Of Evans, to me known to be the identical persons described in and who executed the within and foregoing instrument of writing, acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

 Notary Public.

When recorded return to:
 Mineral Resources, Inc.
 P.O. Box 328
 Greeley, CO 80632



CITY COUNCIL COMMUNICATION

DATE: March 1, 2016

AGENDA ITEM: 8.A

SUBJECT: Public Hearing – CDBG-DR Long Range Planner Grant

PRESENTED BY: Sheryl Trent

PROJECT DESCRIPTION:

In 2014, the City of Evans applied for and received a CDBG-DR planning/staffing grant for a long-range planner to assist the city with projects related to flood recovery. The grant covered the costs of hiring a full time staff member for 18 months. The City hired Mr. Chad Reischl for this position. As the 18-month time frame is coming to a close in April, the contract requires that the city allow a time for the public to make any comments on the use of these funds in a public hearing.

BACKGROUND:

Mr. Reischl began his work for the City of Evans on October 27, 2014. Since then he has been diligently working on flood recovery projects and long-range plans related to the flood.

Specifically Chad has worked on the following projects. He has

- Assisted with the completion of the Riverside Neighborhood Master Plan
- Managed and completed the Middle South Platte River Restoration Master Plan
- Initiated and led the Middle South Platte River Alliance through its first year of existence
- Supported the ongoing Riverside Park re-design and engineering project
- Initiated, managed and drafted the South Platte River Recreation Corridor Master Plan Due for completion in April
- Assisted the Middle South Platte River Alliance in managing the ongoing Sediment Transport and Project Feasibility Study due for completion early this fall.
- Initiated and managed the City of Evans's ongoing Stormwater Management Plan – due for completion in late 2016.
- Supported grant management processes and compliance for flood recovery including CDBG-DR, DOLA Energy Impact, and GOCO grants.
- Assisted the flood recovery and long-range planning efforts as needed through graphic support, demographic analysis, public outreach and other jobs as needed.

At this time we'd appreciate any public comments on the adequacy of this work in fulfilling the City's long-range flood recovery needs.

FINANCIAL:

N/A

STAFF RECOMMENDATION:

N/A

SUGGESTED MOTIONS:

No motion necessary

LOWER LATHAM DITCH COMPANY
8209 W, 20TH ST.
GREELEY, CO 80634

KC McFerson, Watershed Program Manager
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, CO 80203

Dear Ms. McFerson:

It has just come to the attention of the Lower Latham Ditch Company (LLDC) Board and the Middle South Platte Watershed Alliance Board that there has been a miscommunication between the Boards and the Interim Coordinator of the Alliance who has recently submitted a Community Development Block Grant - Disaster Relief Implementation grant on our behalf. The LLDC Board would support a \$1 million implementation grant for structure improvements of the LLDC diversion and associated structures upstream of the Highway 85 bridge in a collaborative effort between the Ditch company, the coalition, CDOT and the Town of Evans to develop a holistic and comprehensive solution to sediment deposition and flooding in this area. That support would require that such modifications do not impact the ability of the LLDC to divert any waters legally available to them, that they can continue to measure and bypass other river flows that they and other entities are bound by agreement to perform and that such modifications are financially feasible to the LLDC and the associated entities.

The LLDC will work with the Alliance through a planning grant to develop possible alternatives that maintain such objectives while eliminating obstructions to flow during high water and expanding floodplain capacity. The LLDC will not be bound to any concept not approved by their Board of Directors, but in the event that an agreed upon design is developed and is economically feasible, the LLDC would support a funding application that provides funds to construct the project.

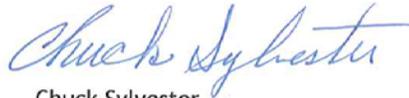
Unfortunately, this message was not clear to the grant writer and he proceeded with the idea that we were not in favor of an implementation grant. We only tried to relay the message that we would not construct a project that we did not approve. We request an opportunity to revise the scope and budget accordingly.

We appreciate the effort made on the part of the State to support watershed restoration efforts along the South Platte River and recognize that this funding source may not pass through here again. Please consider granting us the opportunity to revise our application. We can do it quickly. Thank you for the consideration.

Respectfully Yours,



James Park
President, Latham Ditch Company



Chuck Sylvester
President, Middle South Platte
Watershed Alliance

CITY COUNCIL COMMUNICATION

DATE: March 1, 2016

AGENDA ITEM: 8.B

SUBJECT: Approval of Resolution No. 15-2016 approving a policy of non-discrimination on the basis of disability

PRESENTED BY: Chad Reischl, City Planner

PROJECT DESCRIPTION:

This resolution approves a formal policy of non-discrimination towards persons with disabilities by the City of Evans. In association with this non-discrimination policy is a grievance procedure for those with disabilities who feel they have been discriminated against by the City of Evans in any of its programs, services, activities, facilities or benefits.

These policies and procedures have been deemed necessary for the reception of federal funds through the Community Development Block Grant for Disaster Recovery (CDBG-DR) program that is funding several flood recovery projects including, the long-range planner position, the stormwater management plan, construction of Riverside Park and other necessary projects.

BACKGROUND:

The City of Evans has recently applied for and received federal money through the CDBG-DR program. As recipients of those funds the city is required to meet certain requirements set forth by the federal government and the department of Housing and Urban Development who administers the CDBG-DR funds. A large portion of these requirements involves compliance with Section 504 of the Rehabilitation Act of 1973 and the subsequent Americans with Disabilities Act.

To ensure compliance with Section 504 and the ADA, the City undertook a 504 Self Evaluation that assessed how well the city was meeting the needs of disabled persons in their programs, services, employment and other activities. This Self Evaluation determined that the City was deficient in a few areas and, as such, that appropriate corrections need to be taken. The City has created a “transition plan” to ensure that these minor corrective actions are taken care of in the near future.

The most significant findings in the 504 Self Evaluation were the absence of a formal notice of non-discrimination by the City of Evans and a grievance procedure for those who feel they’ve been discriminated against on the basis of disability. In order to correct these deficiencies, the City has drafted a non-discrimination policy and grievance procedure based on examples provided to us in the CDBG-DR program guidebook.

The non-discrimination policy ensures that the City of Evans seeks to ensure that no otherwise qualified individual with a disability shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program, services, or activities receiving federal assistance, solely on the basis of his or her disability. It further asserts that it is the policy of the City of Evans that all programs and activities shall be accessible to, and usable by, qualified persons with disabilities, and that qualified individuals who need accessible communication aids and/or other services or accommodations in order to participate in programs and activities are invited to make their needs and preferences known to the 504/ADA coordinator – a position appointed by the City Manager to Raul Rodriguez, Safety and Risk Management Specialist. It is our intent that communications with applicants, participants, and members of the public with disabilities are as effective as communication with others. Persons requesting assistance need to give the City a three to five day's advance notice so that we can adequately meet their needs. The City shall publicly post this policy as required by the CDBG-DR program.

The grievance policy creates a system for addressing any complaints that may arise from an individual or group that feels they've been discriminated against by the City. This process involves direct correspondence with the Section 504/ADA coordinator to resolve the situation. In the unlikely event that resolution cannot be attained within this process, an appeal can be made to the chief elected official or his designee. It is advised that the City work with local and state authorities in order to address any difficulties with accommodating persons with disabilities that arise through this process.

FINANCIAL:

There are no direct costs associated with approval of this resolution. Without approval, however, the City risks losing significant grant monies that are in the process of being spent. Minor indirect costs may also arise if and when the City is asked to provide reasonable accommodations to a person with disabilities.

STAFF RECOMMENDATION:

The City of Evans staff recommends that the City Council approve Resolution No. 15-2016 approving a policy of non-discrimination on the basis of disability

SUGGESTED MOTIONS:

“I move to approve Resolution No. 15-2016.”

“I move to deny the adoption of Resolution No. 15-2016”

CITY OF EVANS, COLORADO

RESOLUTION NO. 15-2016

A RESOLUTION REGARDING NON-DISCRIMINATION ON THE BASIS OF DISABILITY

WHEREAS, the Congress of the United State has passed Section 504 of the Rehabilitation Act of 1973, which requires that “no otherwise qualified individual with a disability shall, solely on the basis of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program, services, or activities receiving federal assistance”; and

WHEREAS, the City of Evans has applied for/received Federal funds and is required to comply with Section 504 of the Rehabilitation Act of 1973; and

WHEREAS, the failure to comply with the terms and conditions of Section 504 of the Rehabilitation Act may cause the City/Parish/Organization to lose its grant or eligibility for future grants;

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 adopts a policy of non-discrimination (as detailed in Attachment A of this resolution).
2. The City Council of the City of Evans adopts a grievance policy for those who feel they have been discriminated against based on disability (as detailed in Attachment B of this resolution).

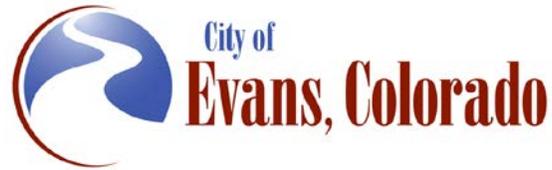
PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF EVANS ON THIS 1ST DAY OF MARCH, 2016.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

BY: _____
John Morris, Mayor



NOTICE OF NONDISCRIMINATION POLICY

Adopted by Resolution 15-2016 on March 1, 2016 by the Evans City Council.

As required by Section 504 of the Rehabilitation Act (as amended) and the Americans with Disabilities Act (ADA), the City of Evans has adopted by resolution this policy regarding “Nondiscrimination on the Basis of Disability.”

In concordance with Section 504, the City of Evans seeks to ensure that no otherwise qualified individual with a disability shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program, services, or activities receiving federal assistance, solely on the basis of his or her disability.

It is the policy of the City of Evans that all programs and activities shall be accessible to, and usable by, qualified persons with disabilities. Qualified individuals who need accessible communication aids and/or other services or accommodations in order to participate in programs and activities are invited to make their needs and preferences known to the 504/ADA coordinator. It is the City’s intent that communications with applicants, participants, and members of the public with disabilities are as effective as communication with others. Persons requesting assistance need to provide three to five business day’s advance notice so we can adequately meet their needs.

Furthermore, the City of Evans will, where structural modifications are required, develop and implement a Transition Plan for eliminating barriers in a timely manner in accordance with Section 504 and the ADA. The City will review this plan periodically to ensure that the needs of disabled persons are being met.

An internal grievance procedure is available to resolve complaints. Questions, concerns, or requests for additional information regarding 504/ADA should be forwarded to the 504/ADA Coordinator.

City of Evans 504/ADA Coordinator

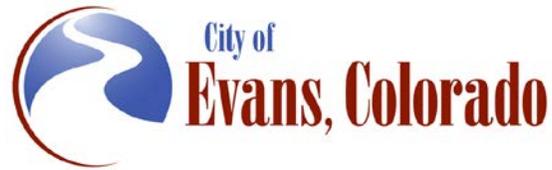
Address: 1100 37th Street,

Evans, CO 80630

Phone Number: 970-475-1170

TDD: (711) 970-475-1170

Days and Hours Available: 8:00 AM to 5:00 PM, Monday – Friday



GRIEVANCE PROCEEDURE FOR PERSONS WITH DISABILITIES

Adopted by Resolution 15-2016 on March 1, 2016 by the Evans City Council.

The following grievance procedure is established to meet the requirements of Section 504 of the Rehabilitation Act as amended and the Americans with Disabilities Act of 1990 (ADA).

According to these laws, the City of Evans certifies that all citizens shall have the right to submit a grievance on the basis of disability in policies or practices regarding employment, services, activities, facilities, or benefits provided by the City of Evans.

When filing a grievance, citizens must provide detailed information to allow an investigation, including the date, location and description of the problem. The grievance must be in writing and must include the name, address, and telephone number of the complainant. Upon request, alternative means of filing complaints, such as personal interviews or a tape recording, will be made available for individuals with disabilities upon request. The complaint should be submitted by the complainant or his/her designee as soon as possible, but no later than 90 days after the alleged violation. Complaints must be signed and sent to the City of Evans' 504/ADA Coordinator:

City of Evans 504/ADA Coordinator
1100 37th Street,
Evans, CO 80630
970-475-1170
TDD: (711) 970-475-1170

Within 15 calendar days after receiving the complaint, the Coordinator will meet with the complainant to discuss the complaint and possible resolution. Within 15 calendar days after the meeting the Coordinator will respond in writing. Where appropriate, the response shall be in a format accessible to the complainant (such as large print or audio tape). The response will explain the position of the Coordinator and offer options for resolving the complaint.

If the response by the 504/ADA Coordinator does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the response of the 504/ADA Coordinator. Appeals must be made within 15 calendar days after receipt of the response. Appeals must be directed to the City Manager or his or her designee.

Within 15 calendar days after receiving the appeal, the City Manager or his or her designee will meet with the complainant to discuss the complaint and to discuss possible resolutions. Within 15 calendar days after the meeting, the City Manager or his or her designee will provide a response in writing. Where appropriate, the response shall be in a format accessible to the complainant. The response shall be accompanied by a final resolution of the complaint. The 504/ADA Coordinator shall maintain the files and records of the City of Evans at the Community Complex pertaining to the complaints filed for a period of five years.

Resolution No 15-2016: Attachment B

The City will work with local and state authorities in order to address difficulties with accommodating persons with disabilities and shall take the necessary steps to make changes internally to existing policies to better address the needs of persons with disabilities.

The City will also take steps to notify the public on an annual basis regarding its grievance policy procedures.

CITY COUNCIL COMMUNICATION

DATE: March 1, 2016

AGENDA ITEM: 8.C

SUBJECT: Resolution No. 16-2016– Establishing User Rates for the Evans Supply Ditch Rates for 2016

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

AGENDA ITEM DESCRIPTION:

To provide, or assist in providing the financing required to operate and maintain the Evans Supply Ditch, fees are established annually. The fees are established in a Resolution by City Council before the irrigation season begins each year.

Attached is a copy of a new resolution for 2016 that will establish the normal ditch rates. All rates are set at a level to reflect a cost of living adjustment of 3.5% which is similar to other fees established for this year.

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

It is recommended that ditch fees established for 2016 to reflect a 3.5% increase to those set in 2015. As a reminder, the reason for lower non-potable water rates is to promote the use of the Evans Ditch and other non-potable supplies as a supplemental water supply, providing relief from the demands placed upon our potable water supplies.

SUGGESTED MOTIONS:

“I move to adopt Resolution No. 16-2016.”

“I move to deny adoption of Resolution No. 16-2016.”

CITY OF EVANS, COLORADO

RESOLUTION NO. 16-2016

RESOLUTION ESTABLISHING USER RATES
FOR THE EVANS SUPPLY DITCH FOR 2016

WHEREAS, the City of Evans, Colorado owns and operates the Evans Supply Ditch; and

WHEREAS, the City Council of the City of Evans, Colorado, has the authority to establish rules and regulations for the use of the Evans Supply Ditch; and

WHEREAS, Ordinance No. 274 of the City of Evans, Colorado, provides that the City Council establish irrigation rates of the Evans Supply Ditch for the ensuing irrigation season; and

WHEREAS, the Water and Sewer Board has reviewed the cost of operation, repairs, replacements, capital improvements, and future expansion of the Evans Ditch system; and

WHEREAS, the Water and Sewer Board finds it necessary to establish water rates for the Evans Ditch system to cover the cost of operations and necessary capital improvements; and

WHEREAS, the Water and Sewer Board of the City of Evans has recommended it would be in the best interest of the City to establish Evans Ditch rates; and

WHEREAS, the City Council of the City of Evans is in agreement with the recommendation of the Water and Sewer Board.

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

Section 1. In order to provide, or assist in providing, the funding required for operating and maintaining the Evans Supply Ditch during 2016, irrigation fees are hereby established and made payable by persons desiring to use irrigation water from the Evans Supply Ditch. The irrigation fees shall be in the following amounts:

A.	Each yard or lot with up to a maximum of one acre:	\$84.64
B.	For areas in excess of one acre:	
	First acre	\$84.64
	Second acre (or fraction thereof)	\$51.93
	Third acre (or fraction thereof)	\$47.39
	Each additional acre (or fraction thereof)	\$33.53

Section 2. Each person or persons making application for the use of the Evans Supply Ditch shall state the number of acres, yards, or lots to be watered or irrigated, or for whatever purpose the water is to be used. All irrigation fees are payable to the City Treasurer of the City of Evans.

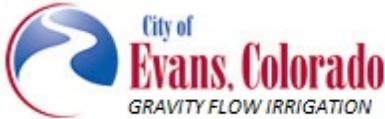
PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Evans on this 1st day of March, 2016.

ATTEST:

CITY OF EVANS, COLORADO

Raegan Robb, City Clerk

By _____
John L. Morris, Mayor



2016 IRRIGATION SEASON

Our records indicate that your property can be served with irrigation water from the City of Evans Ditch Irrigation System. Therefore, we wish to offer you the opportunity to apply for use of irrigation water. If you desire to use the irrigation water this year, please complete the application below and return it **WITH YOUR PAYMENT** to:

City of Evans Customer Service Unit
1100 37th Street
Evans, CO 80620

**DO NOT SEND TO UTILITY BILLING LOCKBOX OR ONLINE BILLING
This will delay irrigation services.**

If you have a question about how to calculate what you will owe for the water, please call 970-475-1170. If you have other questions about the irrigation water, please call the Public Works Department, Operations Division at 970-475-1188.

APPLICATION FOR EVANS SUPPLY DITCH IRRIGATION WATER

Name of Applicant: _____

Mailing Address: _____

Property Owner: _____

Property Address: _____

Please fill out only those that apply.

Number of Lots to be Irrigated: _____ Number of Acres to be Irrigated: _____

13.12.040 Water from the Evans Ditch, when used for other than irrigation, such as commercial and Industrial uses, shall be approved by the City Council. (Ord. 274, 1973)

Please check the applications for the irrigation water. The use has nothing to do with the price you will be charged.

Garden _____ Lawn _____ Farm Crop _____ Pasture _____ Grass _____ Other (specify) _____

PROPOSED RATES PENDING CITY COUNCIL APPROVAL - Rate Schedule for the 2016 Irrigation Season

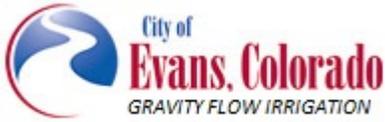
A.	Each yard or lot with up to a maximum of one acre:	\$84.64
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	First acre	\$84.64
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	Third acre (or fraction thereof)	\$47.39
	Each additional acre (or fraction thereof)	\$33.53

NOTE: Your payment MUST be received PRIOR to ditch water delivery.

For Office Use:

Total Fee: _____ Receipt Number: _____ Initial: _____

Date _____ Forwarded to PW's for Activation: _____



IRRIGATION PROTOCOL

PLEASE NOTE: Please provide payment with this letter to ensure that you will be able to receive ditch water this season.

All persons requesting irrigation water will be required to pay for water before having water delivered. All paid customers will then be assigned a weekly schedule of their allotted times to irrigate. These times will be assigned by the Public Works Operations Division. Any request for schedule changes are required to go through the Operations Division by calling 970-475-1188.

The City of Evans has responsibility for repair or replacement to "main" lines, ONLY. The "main" line consists of the line that runs up to the residential property line. Any repairs or replacement needed on the customer's side of the property line will be the sole responsibility of the customer.

In the event of an emergency on weekends or holidays, and it becomes necessary for a Public Works employee to assist with the irrigation system, please contact the after-hours "On-Call" service at 1-877-224-9932. The assigned "On-Call" personnel will be the only person allowed to respond to these calls. Under no circumstance shall any one, other than the "On-Call" employee be contacted.

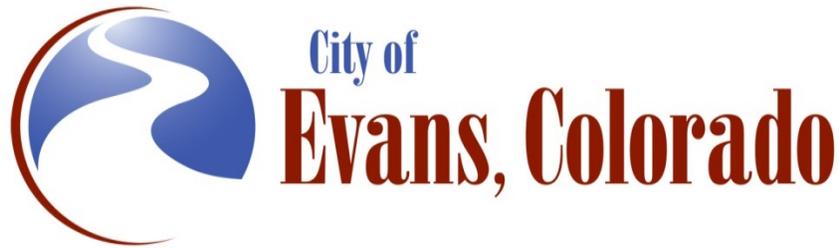
The Public Works Department can refuse services for the following reasons:

1. Non-payment;
2. Inappropriate irrigation
3. Over use or flooding
4. Inappropriate maintenance of irrigation system(s)

In the event of being shut off, the offending customer will have to file an appeal with the Public Works Director in order to have services reinstated.

The Public Works Department has the authority to restrict or stop any and all water flow at any time in order to make repairs, to help relieve flood pressures to the irrigation system, or for any other reason deemed necessary for the good of the system.

The City of Evans is not responsible for any damages to customer's real property, improvements to real property, turf, crops, buildings, and building contents, for failure to supply adequate water due to drought, electrical power failure, inadequate supply of water from other sources/utilities, construction, maintenance, catastrophic damage to the delivery system, or other means of system damage.



City Manager - Monitoring Report

March 1, 2016

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

➤ **Communications**

The new City website affords us new opportunities to spotlight projects and efforts happening within the City. With that, we want to expand “telling our story” with regards to what is happening on various high profile projects with **facts**. The first focus will be on telling the story of the tremendous amount of work that has happened to re-open Riverside Park and just how incredibly complicated that process is. Communications is working with Flood Recovery Staff to build that story both in writing and in video. Once that information is posted, other communication methods will be utilized to drive people to the website.

➤ **Police**

Hiring Updates: We are in backgrounds with one candidate and have sent another to advance to polygraph. With these hiring’s we will be at full staff (knock on wood!).

The City of Evans hosted the mid-year conference for the Colorado Association of Chiefs of Police for the second consecutive year. The conference was held at the Riverside Library and Cultural Center and was both well attended, 70 registered chiefs and command officers, and was well received. We heard many positive comments about the facility. This was a great way to feature our city!

Officer Teresa McClatchey has been assigned to the Community Services office. She will be a great addition to the office and a wonderful ambassador to the Evans schools!

➤ **Public Works**

Engineering: Staff is working on the 2016 Project Inventory.

Operations: Potable Water is still working on swap outs. In the Streets Department we are doing a lot of pothole patching and sign replacements/repairs. We are now tracking the pothole repairs. Fleet is working on getting the pickups purchased for Public Works and purchasing the Street Sweeper. We should be receiving our second single axle dump truck this week.

Parks: We will be making an offer to our top candidate for the full time position in Parks today. As soon as weather allows, we will begin fertilizing. Staff has also started working with a contractor to begin more regular tree trimming on some of our larger, more mature trees.

Waste Water: We have completed review of the 60% design drawings for the Consolidated WWTP project. Staff began the annual Preventative Maintenance jetting on the Sanitary/Sewer system while the weather permits.

COUNCIL COMMUNICATION

DATE: March 1, 2016
AGENDA ITEM: 11.A
SUBJECT: Adjournment to Executive Session

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).

FINANCIAL SUMMARY:

N/A

RECOMMENDATION:

N/A

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).”
