



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 5, 2016 - 7:30 p.m.

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

- A. Fair Housing Month
- B. Victims' Rights Week
- C. National Service Day for Weld County Retired & Senior Volunteer

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 March 15, 2016

8. 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)
  - ii. Bella Vista Subdivision – Preliminary and Final Plat
- B. Public Hearing – Ordinance No. 650-16 – Amending the Planned Unit Development (PUD) for Vintage Villas (First Reading)
- 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)
- 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)
- E. Resolution No. 18-2016 – Wastewater Rate Adjustment
- F. Resolution No. 19-2016 – Approval of South Platte River Recreation Corridor Master Plan

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.”**

*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

## RECOGNIZING APRIL, 2016 AS FAIR HOUSING MONTH IN THE CITY OF EVANS, COLORADO

WHEREAS, April 11, 2016 marks the 48<sup>th</sup> anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities based on race, color, creed, national origin, sex, familial status, and physical handicap; and

WHEREAS, the principal of Fair Housing is not only a national law and national policy, but also a fundamental human concept and entitlement for all Americans; and

WHEREAS, there is an ongoing struggle for dignity and housing opportunity for all, and

WHEREAS, recognition of Fair Housing Month promotes awareness of this ongoing struggle and provides an opportunity for all communities to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans; and

WHEREAS, the City of Evans affirms its commitment to furthering fair housing and joins communities across the country in recognizing housing as a basic human right,

NOW THEREFORE, I, John Morris, Mayor of the City of Evans do hereby recognize April 2016 as Fair Housing Month in the City of Evans. I hereby encourage all agencies, institutions and individuals, public and private, in the City of Evans to abide by the letter and spirit of the Fair Housing Law.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Evans this 5<sup>th</sup> day of April, 2016.

ATTEST:

CITY OF EVANS, COLORADO

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

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

# National Crime Victims' Rights Week

April 10-16, 2016

**Whereas,** Americans are victims of more than 22 million crimes each year and these crimes also affect family members, friends, neighbors, and co-workers;

**Whereas,** crime can leave a lasting physical, emotional, or financial impact on people of all ages and abilities, and of all economic, racial, and social backgrounds;

**Whereas,** in 1984, the Crime Victims Fund was established by the Victims of Crime Act (VOCA) to provide a permanent source of support for crime victim services and compensation through fines and penalties paid by convicted federal offenders;

**Whereas,** the Crime Victims Fund today supports thousands of victim assistance programs who provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes;

**Whereas,** now is the time to embrace a new emphasis on learning what works in reaching underserved victims and meeting victims' needs;

**Whereas,** National Crime Victims' Rights Week, April 10-16, 2016, provides an opportunity to celebrate the energy, creativity, and commitment that launched the victims' rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

**Whereas,** the City of Evans is joining forces with victim service providers, criminal justice agencies, and concerned citizens throughout Evans and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week:

**Now therefore,** I, John Morris, as Mayor of Evans, do hereby proclaim the week of April 10-16, 2016, as:

## NATIONAL CRIME VICTIMS' RIGHTS WEEK

and reaffirm Evan's commitment to respect and enforce victims' rights and address victims' needs during National Crime Victims' Rights Week and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

ATTEST:

CITY OF EVANS:

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

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

# RSVP

## Weld County Retired and Senior Volunteer Program

University of Northern Colorado  
Campus Box 67, Greeley, CO 80639  
970-351-2590, Fax 970-351-2581  
marica.shafer@unco.edu  
unco.edu/nhs/rsvp

Mayor John Morris  
3700 11<sup>th</sup> AVE  
Evans, CO 80620

March 14, 2016

Dear Mayor Morris:

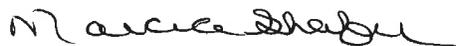
As the director of Weld County RSVP, I have the privilege of working with RSVP volunteers who are 55 and older at the Evans Senior Center and Nutrition site. These volunteers put heart and soul into assisting others in National Service. On April 4, 2016, we will be having a National Day of Recognition for the service that the Evans volunteers have donated with their time and talent. We would love to have a proclamation from you in support. I would be happy to share this proclamation with the Evans Senior Center as part of the Evans Recreation Center.

We know that the nation's mayors are increasingly turning to national service as a cost-effective strategy to address city challenges. Senior Corps programs are very much an important part of this National Service. Last year 2,786 mayor and county officials in all 50 states and the District of Columbia, Guam, and Puerto Rico officially recognized the work that Senior Corps Volunteers are doing to make cities better and stronger from National Service. We hope that you will participate this year in the fourth -annual Mayors Day of Recognition for National Service.

Please feel free to email me at [marcia.shafer@unco.edu](mailto:marcia.shafer@unco.edu) or phone me at 970-351-2590 if you have questions. You may go on line <http://www.nationalservice.gov/special-initiatives/mayor-and-county-recognition-day-national-service/register-2016-recognition-day> and sign up or sign the enclosed proclamation and return it to me.

Thank you so much for considering this request.

Best regards,



Marcia Shafer, MA  
Director  
RSVP of Weld County



Resolution on National Service for Weld County Retired Senior Volunteer Program from the City of Evans

## **NATIONAL SERVICE**

- WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and
- WHEREAS**, the City of Evans is increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and
- WHEREAS**, the Corporation for National and Community Service, which administers AmeriCorps, Senior Corps, the Social Innovation Fund, and the Volunteer Generation Fund, shares a priority with the City of Evans to engage citizens, improve lives, and strengthen communities; and
- WHEREAS**, national service participants address the most pressing challenges facing our cities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and
- WHEREAS**, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and
- WHEREAS**, national service participants serve in nearly 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and
- WHEREAS**, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and
- WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and
- WHEREAS**, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service- a commitment that remains with them in their future endeavors; and
- WHEREAS**, the Corporation for National and Community Service leads President Obama's Task Force on Expanding National Service through which it is partnering with the public and private sectors to solve problems and create more national service opportunities; and
- WHEREAS**, annually more than 300,000 Senior Corps volunteers serve children, the elderly, and veterans,
- WHEREAS, Weld County** RSVP volunteers provide over 71,100 hours annually to Weld County serving children, seniors and veterans,
- NOW, THEREFORE, BE IT RESOLVED**, that The City of Ev supports the following policy priorities:
- Support National Service as a critical and effective solution to community challenges facing Evans; and
  - Commit to working with RSVP of Weld County in Evans that partners with the Corporation for National and Community Service to further their impact in Evans and across the nation; and
  - Encourage Evans to continue its partnership with the Corporation for National and Community Service to create additional sources of funding for national service through other local government agencies; and
  - Recognizing RSVP of Weld County as a valuable asset to the City of Evans

Respectfully submitted,  
Marcia Shafer, MA  
Director, RSVP of Weld County

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## COUNCIL COMMUNICATION

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**DATE:** April 05, 2016  
**AGENDA ITEM:** 7.A  
**SUBJECT:** Approval of the Minutes March 15<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**  
March 15, 2016

**CALL TO ORDER**

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

**PLEDGE**

**ROLL CALL**

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

**PROCLAMATION**

**A. City of Evans 2016 Arbor Day Proclamation**

Mayor Morris read the Arbor Day Proclamation and presented it to Scott Sandridge, City Parks and Grounds Foreman.

**AUDIENCE PARTICIPATION**

Mr. Jerry Long, from 4303 Pennywood Lane, spoke to City Council concerning current street conditions in the City and talked about specific road damage in his neighborhood. Mr. Long distributed a letter to City Council from his neighbor who could not be present for the meeting. The letter also spoke to the poor road conditions in the City.

Mayor Morris asked Aden Hogan, Evans City Manager, to follow-up with Mr. Long to address his concerns.

**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.

**CONSENT AGENDA**

**A. Approval of Minutes of the Regular Meeting of March 1, 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. Resolution No. 17-2016 – Amending Resolution No. 13-2016 – Approving the Grant of a Non-Exclusive Easement by the City of Evans to Saddle Butte Rockies Midstream, LLC for Construction, Installation and Maintenance of a Pipeline to Transmit Oil, Gas and Water Across and Beneath Certain Real Property Belonging to the City of Evans, Colorado**

Mr. Starr, Public Works Director, explained that Resolution No. 17-2016 proposes to amend the non-exclusive easement that was originally approved by Resolution No. 13-2016. The original resolution granted an easement over and across property owned by The City of Evans to Saddle Butte Rockies Midstream, LLC for construction, installation and maintenance of a pipeline to transmit oil, gas and water from property associated with the Synergy Oil Well site.

Mr. Starr discussed the amendment which shifts the easement for a six inch oil/gas pipeline away from the City's sanitary sewer line the easement.

Mayor Morris discussed his support for the amendment to the easement.

Council Member Homann made the motion, seconded by Council Member Brown to adopt Resolution No. 17-2016 – Amending Resolution No. 13-2016 – Approving the Grant of a Non-Exclusive Easement by the City of Evans to Saddle Butte Rockies Midstream, LLC.

The motion passed with all voting in favor thereof.

**REPORTS**

**A. City Manager**

Mr. Hogan referred the City Council Members to the information in the City's Monitoring Report. Specifically, he spoke to final building statistics from 2015, and implementing and enforcing the truck route that has been designated on the eastside of the City. Mr. Hogan explained that staff was looking for other areas of the City that may be improved by truck-route designations.

**B. City Attorney**

Mr. Krob provided an update concerning the ongoing Fallis criminal case, and discussed the difference between the criminal case and the pending civil case. Mr. Krob explained that he was reserving any other comments for the executive session.

**AUDIENCE PARTICIPATION**

There was no audience participation.

**EXECUTIVE SESSION**

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

Mayor Pro-Tem Schaffer made the motion, seconded by Council Member Clark, to adjourn into 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).

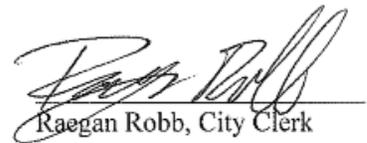
The motion passed with all voting in favor thereof.

The executive session concluded at 8:34 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 8:36 p.m.

  
Raegan Robb, City Clerk



**CITY COUNCIL COMMUNICATION**  
**April 5<sup>th</sup>, 2016**

**AGENDA ITEM:** 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 Norris Design (Consultant)
<b>Existing Land Use:</b>	Abandoned Residential Manufactured Home District (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.
- 

#### **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.
-



**DRAFT MOTIONS FOR AGENDA ITEM A.i – ORDINANCE NO. 649-16:**

*“I move to adopt Ordinance No. 649-16 on first reading.”*

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

**DRAFT MOTIONS FOR AGENDA ITEM A.ii – Bella Vista Subdivision Plat:**

Mr. Mayor, I make a motion for approval of 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.

Mr. Mayor, I make a motion to deny approval of the Bella Vista Manufactured Home Park PUD Plan and rezoning application, and denial of the Bella Vista PUD Plat.

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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 Norris Design (Consultant)	
<b>Existing Land Use:</b>	Abandoned Residential Manufactured Home District (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:

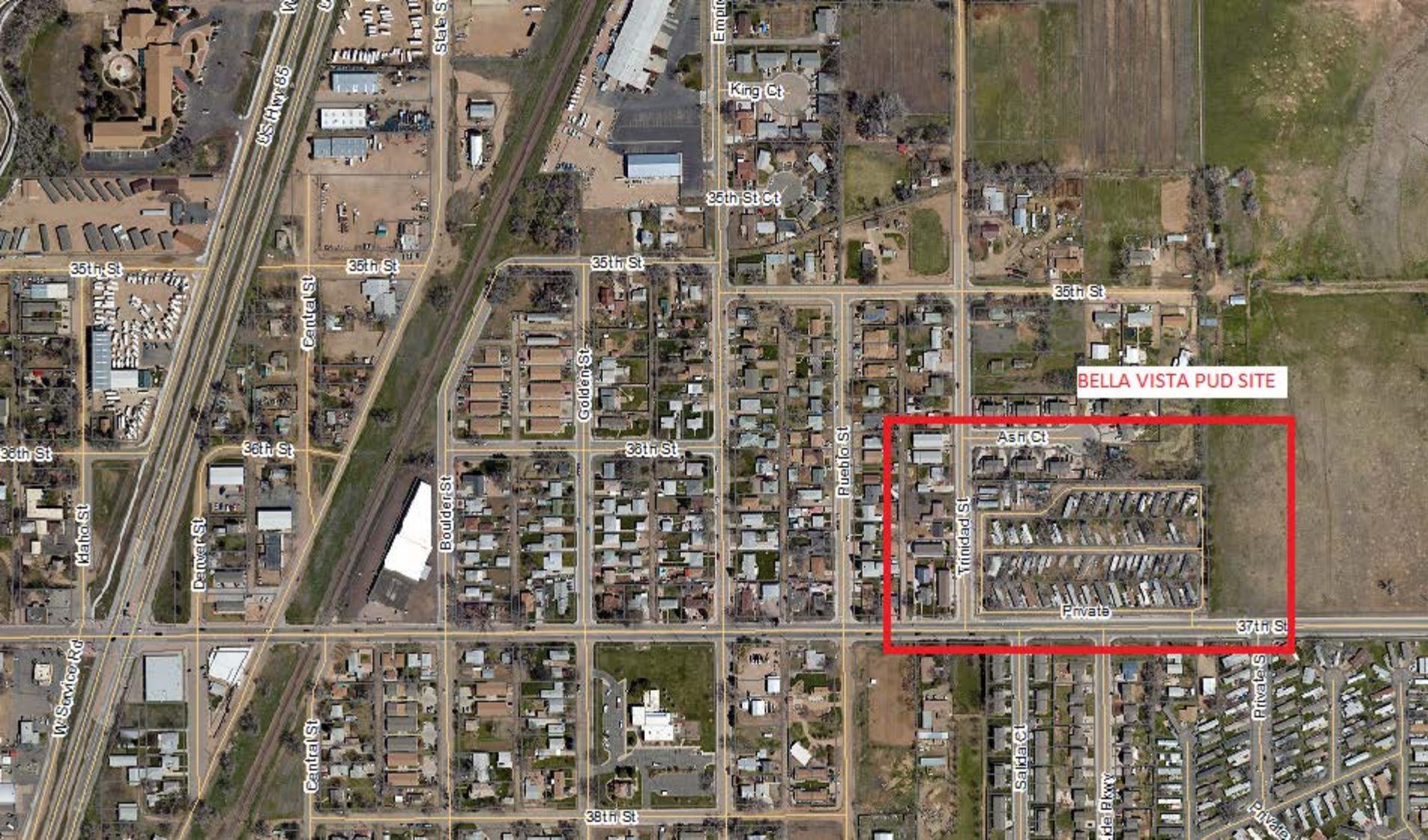


“I recommend supporting a motion of approval by the City Council for the Bella Vista Manufactured Home District, Planned Unit Development (PUD) Rezoning, along with the Final Plat with conditions of approval 1- 4, as found in the staff report, or as modified by the Planning commission.”

“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.

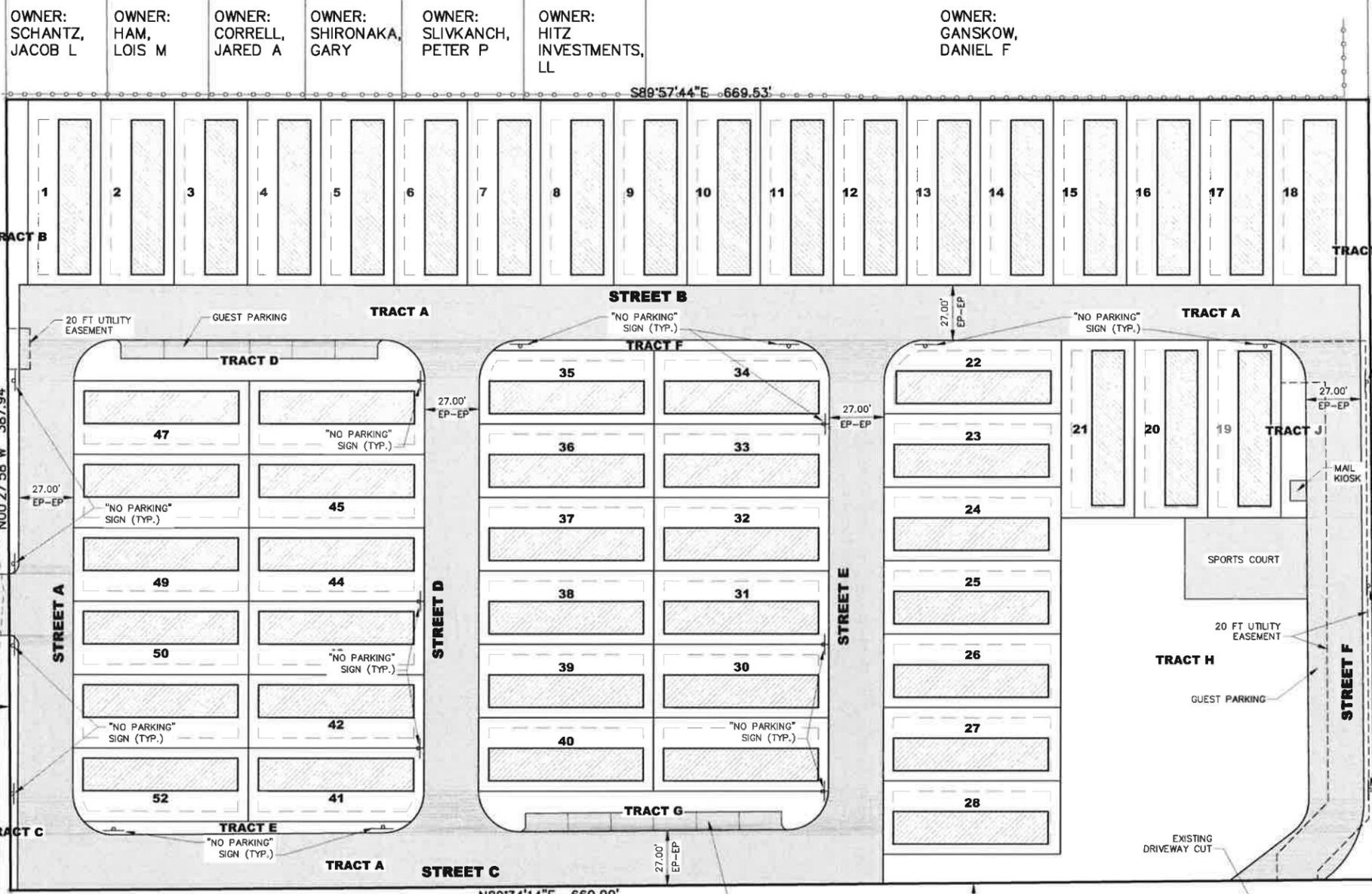
**22. Utilities**

- 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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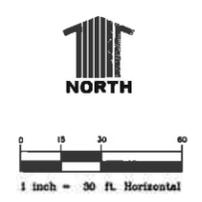
**LIST OF EXHIBITS**

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



**LEGEND**

- ROW/PROPERTY LINE
- CENTERLINE
- PROPERTY BOUNDARY
- SETBACK
- EASEMENT
- PROP. 4" PRIVATE WATER MAIN (UNLESS NOTED OTHERWISE)
- PROP. WATER VALVE
- PROP. FIRE HYDRANT
- PROP. 8" (PRIVATE) SANITARY SEWER MAIN
- PROP. STORM DRAIN
- PROP. STORM DRAIN INLET
- SANITARY SEWER MANHOLE NUMBER
- STORM DRAINAGE MANHOLE NUMBER
- EX. GAS MAIN
- EX. WATER MAIN
- EX. WATER VALVE
- EX. FIRE HYDRANT
- EX. SANITARY SEWERS
- EX. STORM DRAIN
- EX. STORM DRAIN INLET
- EX. POWER POLE
- EX. UNDERGROUND ELECTRIC
- EX. UNDERGROUND TELEPHONE
- EX. FENCE



**NORRIS DESIGN**  
 www.norris-design.com  
 1101 Bannock Street  
 Denver, Colorado 80204  
 P 303.892.1166  
 F 303.892.1166

**BELLA VISTA**  
 PRE-APP SITE PLAN  
 EVANS, COLORADO

OWNER:  
 3610 Trinidad LLC  
 DBA: Bella Vista MH-HP  
 PO Box 202319  
 Denver, CO 80220  
 720-201-5685  
 Jim Feehan

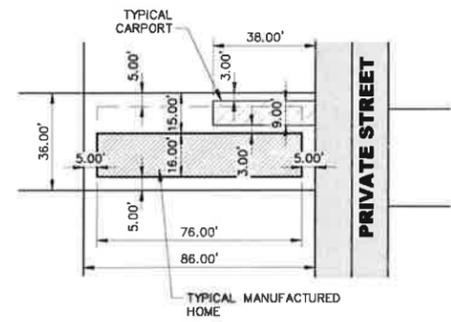
OWNER:  
 BIRTS,  
 JAMES R.

Engineer  
**Calibre**  
 Calibre Engineering  
 9001 South Regis Road, Suite 100  
 Highlands Ranch, CO 80120  
 www.calibre-engineering.com

DATE:  
 8/20/15 SUBMITTAL  
 11/11/15 SUBMITTAL

SHEET TITLE:  
 SITE PLAN

**LEGAL DESCRIPTION:**  
 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).



**TYPICAL LOT DETAIL**

P:\2015\Bella Vista\Bella Vista MH-HP\111105150217.rvt, 8/20/15  
 CHECKED BY:  
 DRAWN BY:

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.***

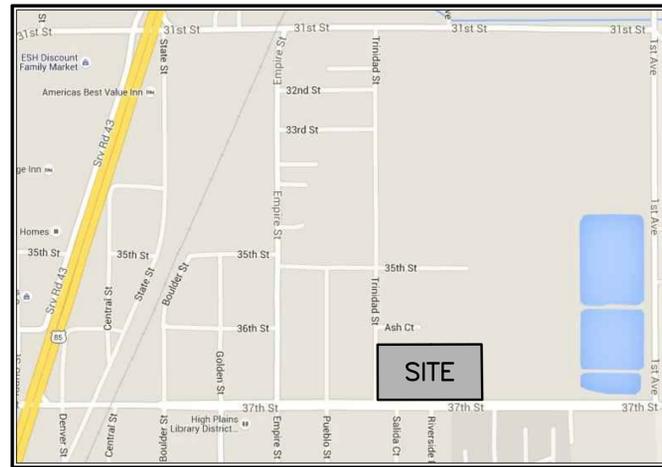
**B. Tracts:** In the next submittal please identify what the specific uses are as planned for areas identified as tracts.

***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 )

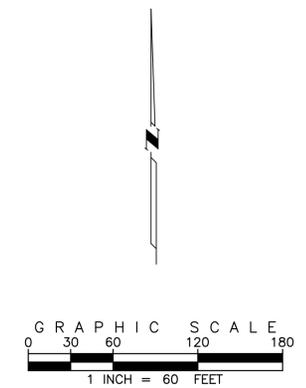
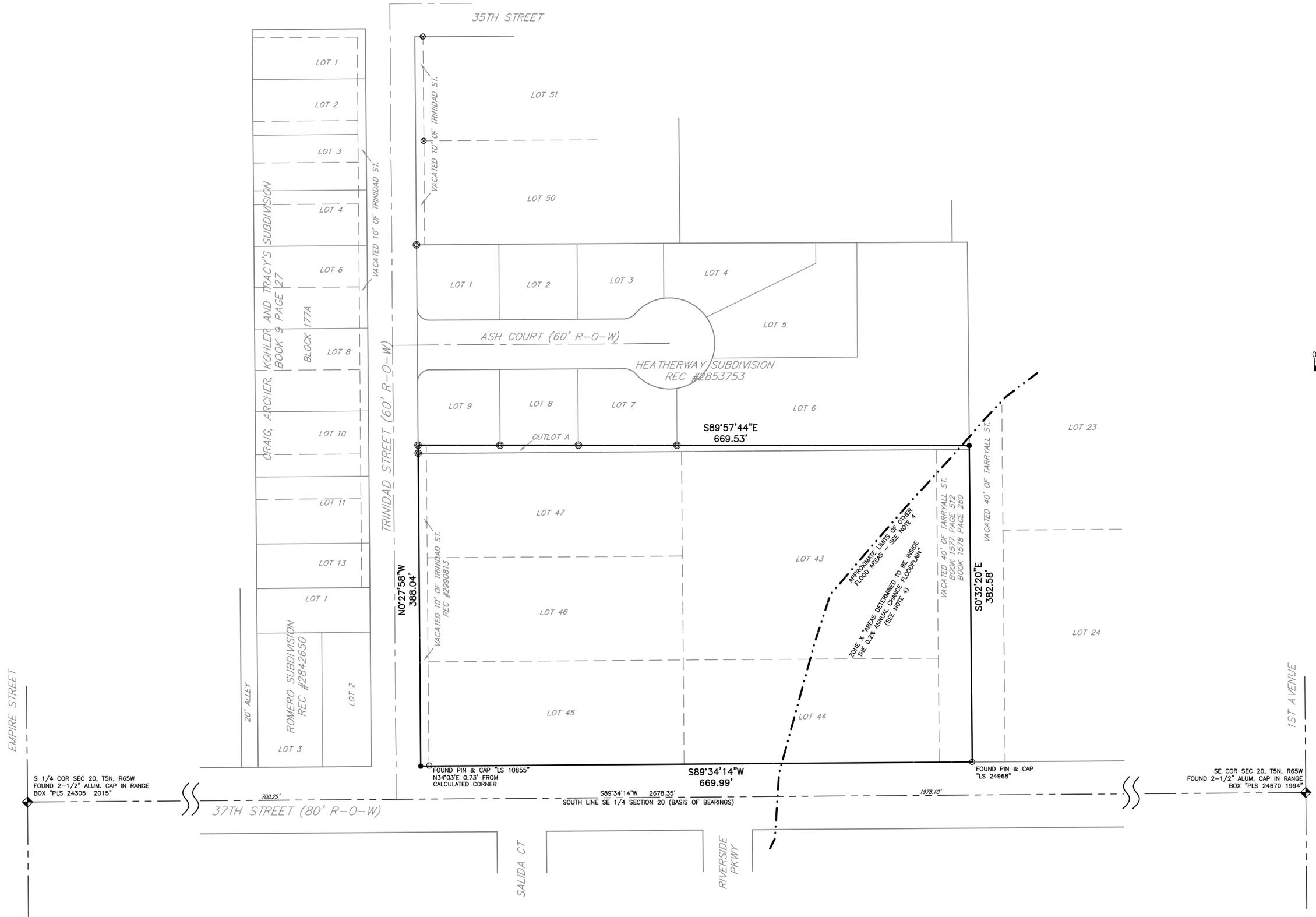
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D. AND WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_

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



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 \_\_\_\_\_

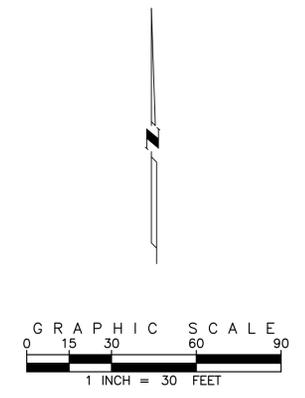
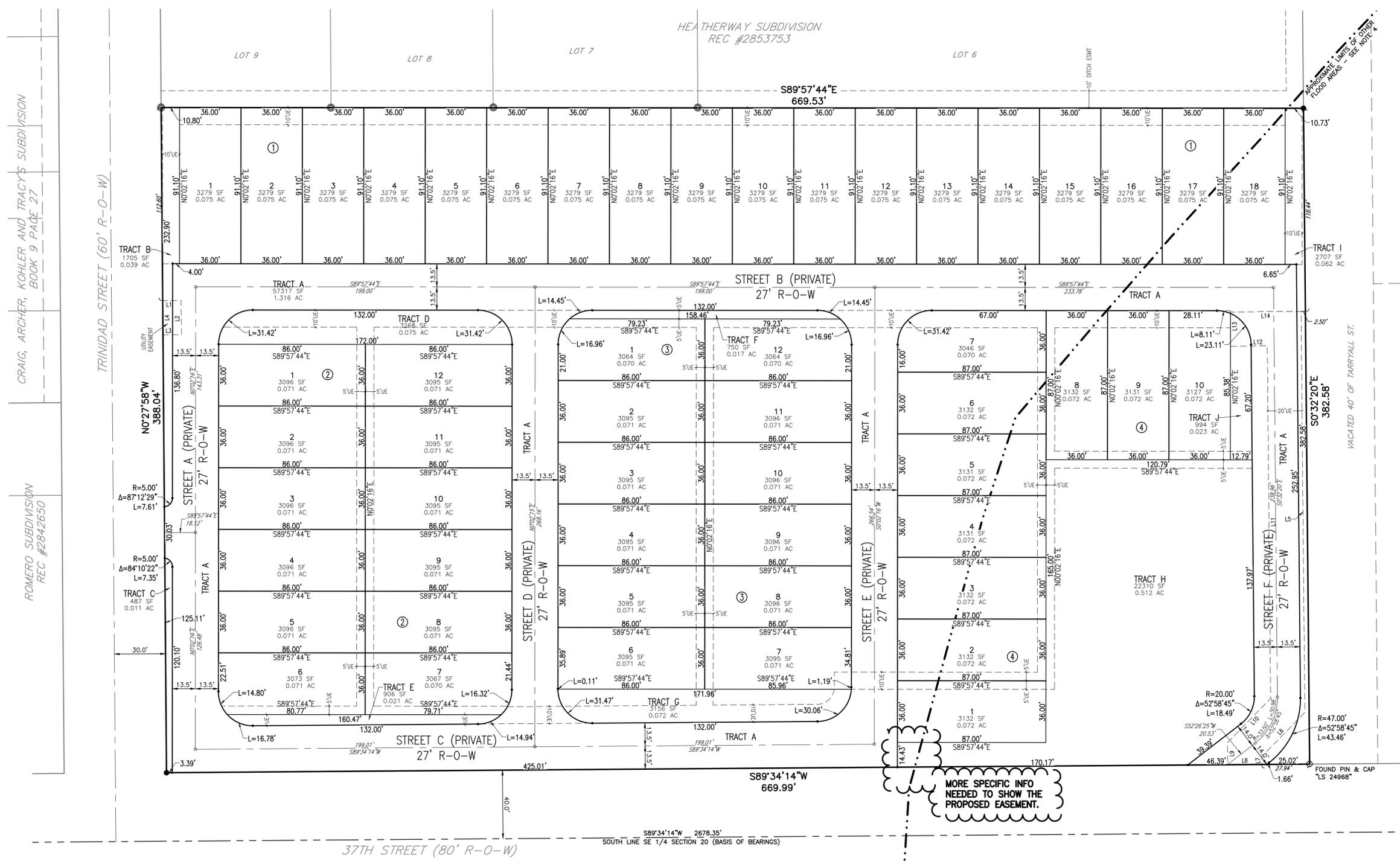


- LEGEND:**
- - SET 18" #5 REBAR WITH 1-1/2" ALUM. CAP "LS 29040"
  - ⊗ - FOUND PIN AND CAP "LS 4392"
  - ⊙ - FOUND PIN AND CAP "LS 7242"
  - - FOUND PIN AND CAP AS DESCRIBED
  - UTILITY EASEMENT

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

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 \_\_\_\_\_



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

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**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

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# CITY COUNCIL COMMUNICATION

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**DATE:** April 5, 2016

**AGENDA ITEM:** 8.B

**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

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**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**

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**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."*

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

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

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**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

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SITE INFORMATION	
<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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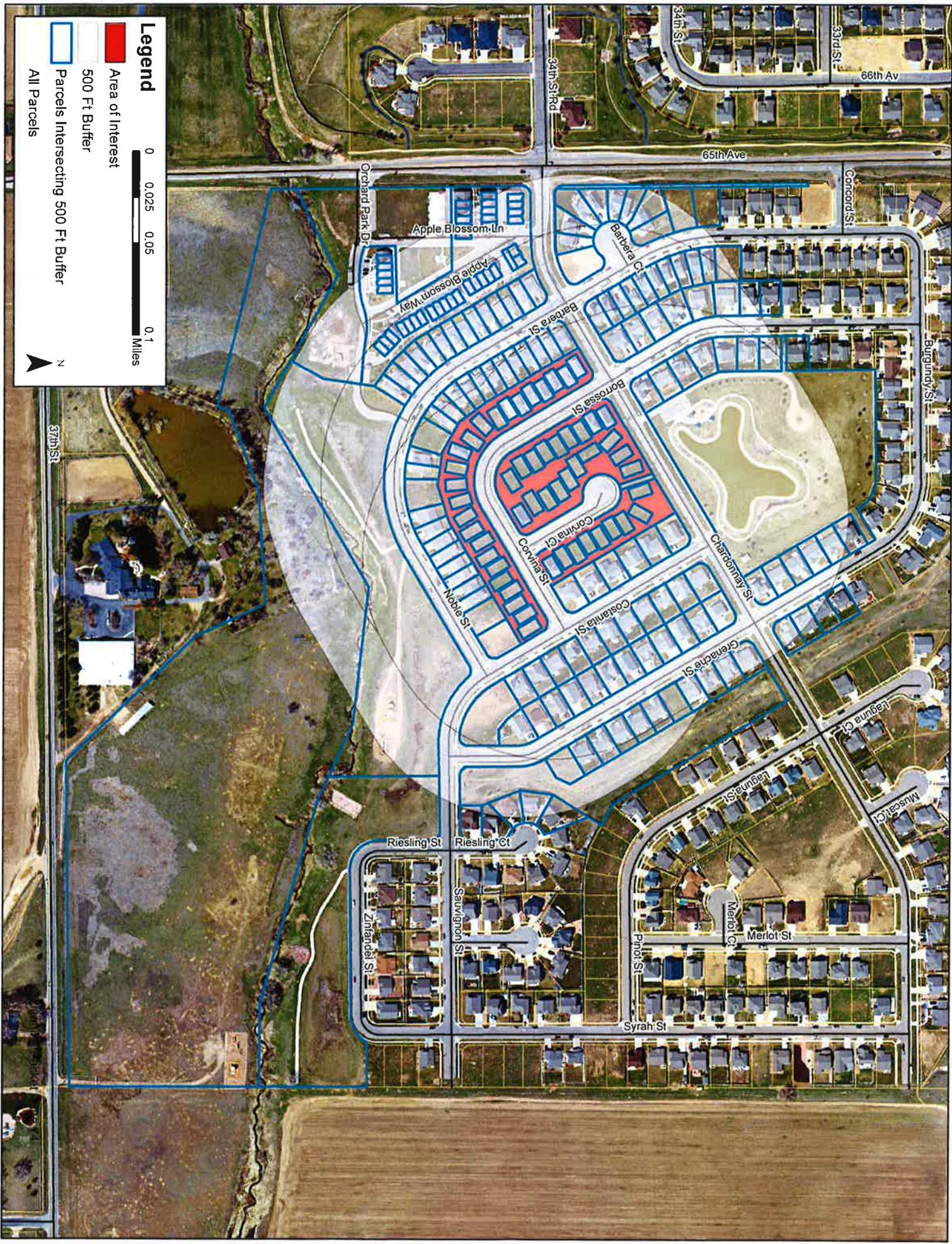
**DRAFT MOTIONS:**

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 5, 2016

**AGENDA ITEM:** 8.C

**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:**

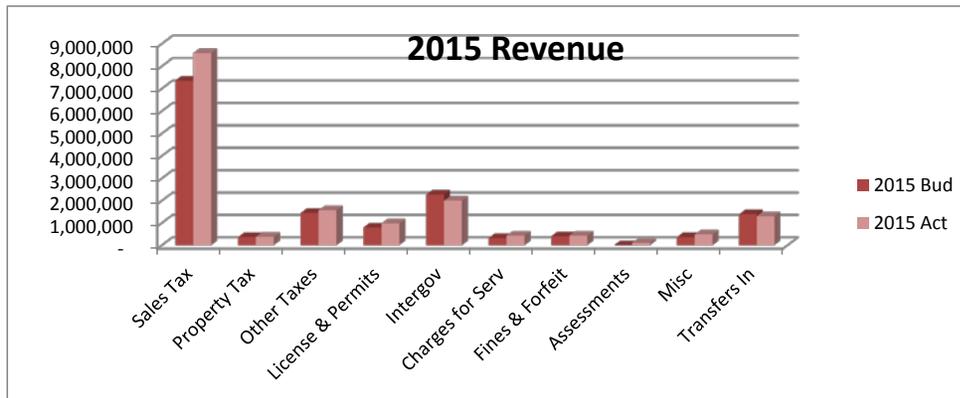
Staff recommends approval of the ordinance.

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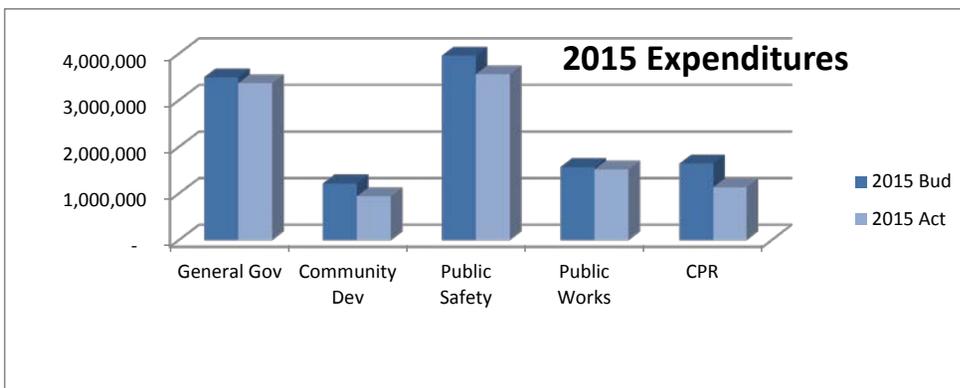
**SUGGESTED MOTIONS:**

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

*I move to deny approval of Ordinance No. 651-16 on first 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> (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> (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> (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> (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> (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> (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> (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> (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> 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> (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 Actual	2014 Actual	2015 Budget V4	2015 Actual	2016 Budget	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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	281,635	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>3,842,591</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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 Projected
<b>Pave Interior Roads</b>	-	-	-	-	-	-	75,000	-	-	-
<b>Maintenance Building</b>	-	-	75,000	-	-	75,000	-	-	-	-
<b>Cemetery Perp Care Fund Total</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>

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

	2013 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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)
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### City of Evans Park Impact Fund Long Range Financial Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Projected	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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
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## City of Evans Conservation Trust Fund Long Range Financial Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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
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## City of Evans Refuse Collection Fund Long Range Financial Plan

	2013 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V4	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V4	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 Projected
11th Ave. & US 34 Improvements	-	-	-	-	-	-	150,000	-	-	-
Equipment	28,800	-	-	-	-	-	-	-	-	-
17th Ave & 23rd Ave Bikepath - Grant Funded	31,000	-	-	-	-	-	-	-	-	-
37th St. Widening - 47th to 65th (4 lanes)	-	-	-	-	-	-	-	3,200,000	-	-
29th Street Road Upgrades	4,935	-	-	-	-	-	-	-	-	-
Bridge Rehabilitation Funds	-	-	24,000	-	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)
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## City of Evans Capital Projects - Parks Long Range Financial Plan

	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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>
CT										
<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 Actual	2014 Actual	2015 Budget V5	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V5	2015 Actual	2016 Budget	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget V3	2015 Actual	2016 Budget V1	2016 Budget V2	2017 Projected	2018 Projected	2019 Projected	2020 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 Actual	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2017 Projected	2018 Projected	2019 Projected	2020 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 5, 2016

**AGENDA ITEM:** 8.D

**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 first reading.

I move to deny Ordinance No. 652-16 on first 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 of 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

Date	Principal (1)	Principal (2)	Interest	Servicing Fee	Period Total	Annual Total
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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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## COUNCIL COMMUNICATION

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**DATE:** April 5, 2016

**AGENDA ITEM:** 8.E

**SUBJECT:** Resolution No. 18-2016 Establishing Sewer Rates for Use of the Sanitary Sewer System

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

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### AGENDA ITEM DESCRIPTION:

Resolution No. 23-2014, adopted on July 15, 2014, 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.

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.

To date, \$2,047,280, in grant funding has been obtained which funded the majority of the design on the new plant.

In order to fund the remaining design and construction costs of the new plant, debt will be issued and the proposed rate increases are intended to fund the annual payments on the debt as well as operating costs associated with the new plant.

The proposed rate adjustments have been approved by the Water and Power Authority as sufficient to meet the obligations as outlined in the debt agreements.

---

## FINANCIAL SUMMARY:

The attached resolution outlines the rate adjustments for the next three years. These rate adjustments are intended to fund both the annual payments on the debt and the estimated increases in operating costs for the new plant. Below is a summary of the annual debt payments based on \$41,000,000 of principal and an interest rate of 2.25% for a term of 23 years.

Year	Principal	Interest	Total Annual Debt Payment
2016	\$ 230,000	-	\$ 230,000
2017	\$ 922,500	-	\$ 922,500
2018	\$ 922,500	-	\$ 922,500
2019 - 2038	~\$ 1,647,500	~\$922,500	\$ 2,570,000

The increases in operating costs are estimated at \$400,000 per year. These will not begin until 2018 when the plant comes online. The costs to operate the new plant are higher than the current plant's primarily due to the following reasons:

1. Mechanical plants require more operations expertise and attention. They require constant monitoring of water chemistry to ensure the biological nutrient removal process is working properly to meet CDPHE Regulation 85 requirements. This expertise and attention ultimately requires more staff, specifically Class A operators.
2. The BNR process involves chemicals to enhance coagulation of the waste stream. The chemicals add an ongoing operations cost to the facility.
3. A mechanical WWTP involves more pumps, valves, mixers, blowers and, overall, more equipment. The equipment requires ongoing maintenance and a preventative maintenance program. This adds to the operations cost.
4. Because there is more equipment, a mechanical plant requires more electricity.
5. The lift station and force main will require routine cleaning which will add to the current maintenance plan and cleaning for the collection system.

---

## RECOMMENDATION:

Staff recommends approval of the resolution establishing the waste water rates for the next three years.

---

## SUGGESTED MOTIONS:

I move to approve Resolution No. 18-2016.

I move to deny Resolution No. 18-2016.

CITY OF EVANS, COLORADO

RESOLUTION NO. 18-2016

A RESOLUTION ESTABLISHING SEWER RATES FOR USE OF THE  
SANITARY SEWER SYSTEM OF THE CITY OF EVANS, COLORADO

**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**, among the duties and obligations of the City Council is authorization to set, by Resolution, rates for the use of the Evans Sanitary Sewer System; and

**WHEREAS**, the City has been notified by the Colorado Department of Public Health and Environment (CDPHE) of deficiencies in its existing water treatment facilities that need to be remedied in order to, among other things, comply with CDPHE regulations; and

**WHEREAS**, the City Council, with support from the Water and Sewer Board, directed City staff to pursue funding, design and construction of a combined waste water treatment facility through Resolution 23-2014 on July 15, 2014; and

**WHEREAS**, as a result of those efforts, the City Council is prepared to undertake the construction of a combined waste water treatment facility that will satisfy CDPHE and all other applicable laws and regulations and will provide high quality waste water treatment to the residents of and visitors to the City of Evans for years to come; and

**WHEREAS**, in order to fund the debt service payments needed to construct the combined waste water treatment facility and to meet ongoing increases in operations and maintenance costs it is necessary to increase the sewer usage fees imposed by the City to provide waste water treatment services; and

**WHEREAS**, the Water and Sewer Board has reviewed the costs of operation, repairs and replacements, capital improvements, and future plant expansion; and

**WHEREAS**, the Water and Sewer Board found that existing usage rates and System Development Fees are not sufficient to cover current costs of necessary capital improvements or system maintenance; and

**WHEREAS**, the Water and Sewer Board has recommended increases to the sewer usage rates as reflected in this resolution; and

**WHEREAS**, after due notice, at its regular meeting on March 15, 2016, the Evans City Council considered the recommendation of the Water and Sewer Board, as well as public comment and concluded that it is in the interest of the public health, safety and welfare to adopt the fees set forth below in order to provide waste water treatment services

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

Section 1. Sewer Usage Rates.

A. The effective dates and sewer rates for the use of the City of Evans Sanitary Sewer shall be as follows:

Class I. Residential Sanitary Sewer Rates. Single family units, multi-family units, and mobile home parks shall be assessed the following rates per residential living unit per month:

<u>July 1, 2016</u>	<u>January 1, 2017</u>	<u>July 1, 2017</u>	<u>January 1, 2018</u>	<u>January 1, 2019</u>
\$25.48	\$30.18	\$34.88	\$39.76	\$41.35

Class II. Commercial Rates. Applicable to schools, churches, warehouses, offices, and manufactured home communities served by a common tap, shall be assessed the following per water tap per month plus the following per 1,000 gallons of water used per month. If the commercial customer waters a lawn of 18,000 square feet or more using metered water, the sewer charge to that customer shall be calculated on the current year's first quarter water usage.

	<u>July 1, 2016</u>	<u>January 1, 2017</u>	<u>July 1, 2017</u>	<u>January 1, 2018</u>	<u>January 1, 2019</u>
Fee per water tap, per month	\$11.69	\$13.85	\$16.00	\$18.24	\$18.97
Fee per 1,000 gallons of water used per month	\$2.60	\$3.08	\$3.57	\$4.06	\$4.23

Class III. Commercial Rates. Applicable to beauty shops, barber shops, bars/taverns, service stations (excluding wash racks), vehicle and equipment repair facilities, and motels without dining facilities shall be assessed the following per water tap per month plus the following per 1,000 gallons of water used per month. If the commercial customer owns and waters a lawn of 18,000 square feet or more using metered water, the sewer charge to that customer shall be calculated on the current year's first quarter water usage.

	<u>July 1, 2016</u>	<u>January 1, 2017</u>	<u>July 1, 2017</u>	<u>January 1, 2018</u>	<u>January 1, 2019</u>
Fee per water tap, per month	\$11.69	\$13.85	\$16.00	\$18.24	\$18.97
Fee per 1,000 gallons of water used per month	\$2.80	\$3.31	\$3.83	\$4.36	\$4.54

Class IV. Commercial Rates. Applicable to restaurants, motels/hotels with dining facilities, office buildings with dining facilities, grocery stores with food processing, Laundromats (excluding dry cleaning) carwashes and truck washes shall be assessed the following per water tap per month plus the following per 1,000 gallons of water used per month. If the commercial customer owns and waters a lawn of 18,000 square feet or more using metered water, the sewer charge to that customer shall be calculated on the current year's first quarter water usage.

	<u>July 1, 2016</u>	<u>January 1, 2017</u>	<u>July 1, 2017</u>	<u>January 1, 2018</u>	<u>January 1, 2019</u>
Fee per water tap, per month	\$11.69	\$13.85	\$16.00	\$18.24	\$18.97
Fee per 1,000 gallons of water used per month	\$5.33	\$6.31	\$7.29	\$8.32	\$8.65

Class V. Commercial Rates. Any other facility or commercial use not listed or with special and unique types of discharge shall have their rates set by the Water and Sewer Board with final approval by the City Council.

Class VI. Non-Resident Rates. The rates for service to properties outside the Evans City Limits shall be 150% of the appropriate rate provided for Class I through IV.

A. Multiple User Tap

Any tap providing multiple usage shall be billed for all usage at the rate applicable to the highest class of user.

Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution 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 Resolution. The City Council hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**PASSED, APPROVED AND ADOPTED** 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

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## CITY COUNCIL COMMUNICATION

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**DATE:** April 5, 2016

**AGENDA ITEM:** 8.F

**SUBJECT:** Approval of Resolution No. 19-2016 approving the City of Evans' South Platte River Recreation Corridor Master Plan

**PRESENTED BY:** Chad Reischl, City Planner

---

### **PROJECT DESCRIPTION:**

This resolution approves the South Platte River Recreation Corridor Master Plan as an official master plan of the City of Evans. The plan, authored and managed by City Staff, has involved a great deal of physical research and community engagement and is indicative of the direction that the City has established in its current goals and previous planning efforts.

The purpose of this master plan is to set forth a vision for a recreation corridor along the South Platte River in and around Evans, Colorado. The report pulls together the components of several past and present city planning efforts that relate to the South Platte. It examines the existing conditions along the Platte as well as feedback from the general public on the desire for more local recreational opportunities along the river. From this analysis the report suggests a path to developing an integrated system of parks, recreation, open space and trails within the river corridor.

---

### **BACKGROUND:**

In early 2013 the City of Evans embarked on an effort to create a South Platte River Master Plan. The City issued an RFP for a consultant and had completed the selection process for the project late in the summer. Following the September flood event, however, this process was put on hold indefinitely.

In mid-2014, City Staff decided to resurrect this planning effort as they felt it was important part of planning for the future of the flood-affected corridor. Staff felt that having a plan in place now would allow the City to move forward with this plan as opportunities along the river present themselves in the coming years. Staff also feels that this project is highly important to economic development in the city of Evans in that the corridor, when developed, will increase quality of life within the city and bring in recreational users from other parts of the region. In many ways the South Platte is quite possibly the City's greatest untapped asset in this regard.

In our community engagement work for this project, specifically two public meetings, two focus groups and a community survey taken by over 220 people, we routinely heard calls for more nature-based recreational opportunities, such as hiking, bicycling, fishing, horseback riding, and

picnicking. All of these activities could be easily be provided along the South Platte River. Additionally there are strong opportunities for water-based recreation such as canoeing, flat-water kayaking especially as these activities may eventually provide a larger regional draw.

Overall the plan provides a detailed overview of existing planning efforts in the City and surrounding region, documents existing conditions in and around the South Platte River, summarizes public input gained in the process and sets forth a detailed implementation schedule. This schedule details short and long-range goals, projects, strategies for full implementation of the plan. While the timeline for implementation is somewhat uncertain, it could be possible to implement the majority of this plan within the next 15 years.

**FINANCIAL:**

There are no direct costs associated with approval of this resolution. All significant projects contained within the Master Plan will require further approvals by council as they are implemented.

**STAFF RECOMMENDATION:**

The City of Evans staff recommends that the City Council approve Resolution No. 19-2016 approving the City of Evans' South Platte River Recreation Corridor Master Plan.

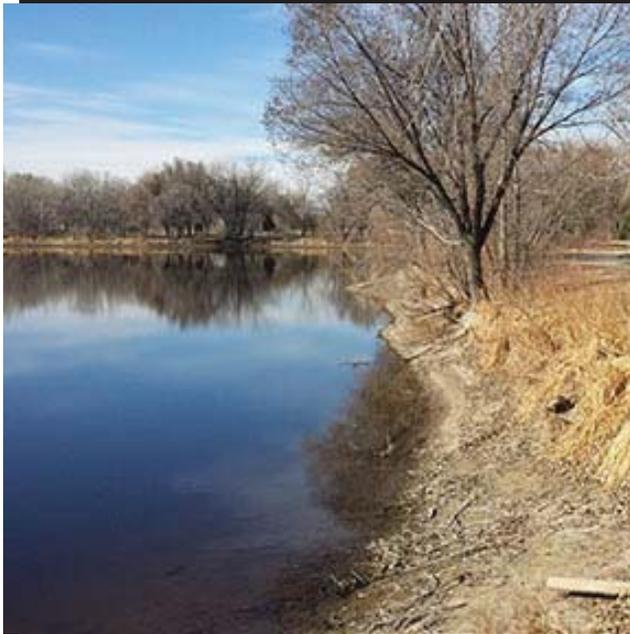
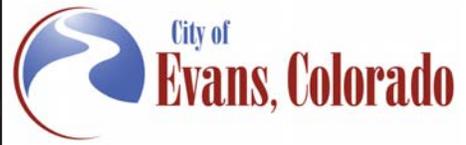
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**SUGGESTED MOTIONS:**

“I move to approve Resolution No. 19-2016 adopting the South Platte River Recreation Corridor Master Plan.”

“I move to deny the adoption of Resolution No. 19-2016”

# South Platte River Recreation Corridor Master Plan



# Table of Contents

- **Introduction (3)**
- **Limits of study (6)**

## **Looking Back: Planning History and Existing Conditions (8)**

- Adjacent planning efforts (9)
- Evans Planning History (12)
- Planning Overview (13)



## **The Present: Existing Conditions and Public Sentiment (20)**

- Existing Conditions - Public Property (21)
- Existing Conditions - Floodplain (25)
- Existing Conditions - Ecosystem (27)
- Public Feedback - Desires and Concerns (29)



## **Moving forward: Plans, Principles and Partnerships (33)**

- Setting a plan (34)
- Guiding principles/Recommended practices (35)
- Property/Easement Acquisition (36)
- River interface and access management (37)
- Corridor Amenities (41)
- Suggested Trail Alignment (42)
- Extensions and Connections (48)
- General Short and Long-range Goals (50)
- Specific Goals/Recommendations (51)
- Funding (55)
- Partnerships for Success (56)
- Toward the Future (59)



## **Apendices (60)**

- A - Community Survey
- B - Survey Results
- C - Survey Results (from Evans residents only)
- D - Focus Group Materials and Responses



# Introduction

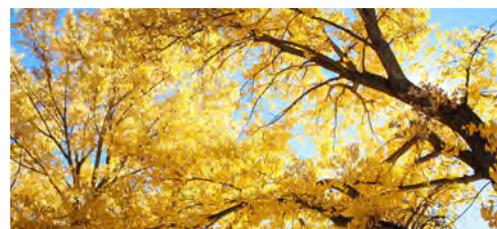
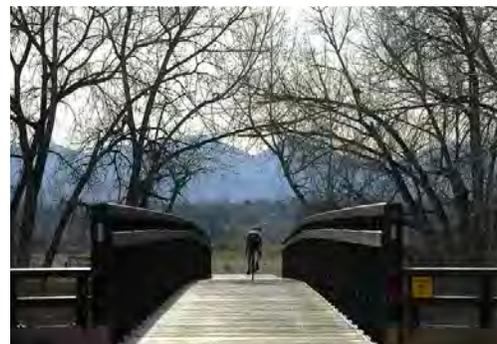
## Purpose of this Master Plan

The purpose of this master plan is to set forth a vision for a recreation corridor along the South Platte River in and around Evans, Colorado. The report pulls together the components of several past and present city planning efforts that relate to the South Platte. It examines the existing conditions along the Platte as well as feedback from the general public on the desire for more local recreational opportunities along the river. From this analysis the report suggests a path to developing an integrated system of parks, recreation, open space and trails within the river corridor.

## Why Invest in the South Platte River Corridor?

In Colorado, investment in outdoor recreation is often one of the greatest economic development tools any community can provide. The state is known for its outstanding access to outdoor recreation and residents here have come to expect access to recreation not only “up in the mountains” but also nestled within in the communities where they live and work. Parks and open space create a high quality of life that attracts tax-paying businesses and residents to communities, increases property values, and boosts tourism. As such Cities up and down the Front Range are working to create regional trails, open space preserves and riparian greenways in order to consistently provide for the high quality of life that people come to expect in Colorado.

The South Platte River is quite possibly the City of Evans’ greatest untapped asset in this regard. The river corridor within the City of Evans has tremendous potential to serve a multitude of recreational purposes including, fishing, bird-watching, cycling, hiking, floating, and environmental play. The river serves, simultaneously, as buffer between existing communities and a connecting thread uniting those communities. The river also serves as a connection to Colorado history and allows us to experience and learn about natural systems. Unfortunately, aside from some limited access in Riverside Park this amazing asset is virtually inaccessible to the residents and visitors of the City of Evans. Building on this natural amenity has the potential to reap huge benefits for the community.



*“I am very interested in trails for mountain biking and hiking with dogs. We moved from Pueblo where we visited the South Shore Trails very often. My family misses that recreational area more than you can imagine. If there was something like this here, it would be wonderful and might even keep us here after I graduate from UNC. However, as it is, once I graduate in 2018, we will be looking for somewhere else to live since there is very little to do in terms of hiking/biking in the immediate area.”*

Survey Respondent

The following were listed as “benefits” of allowing more access to recreation in and along the South Platte River by participants of the two focus groups for this project.

- Educational opportunities
- Economic Development Potential
- Keep people here - keep money local
- Attract people from other communities to Evans
- Educational opportunities
- Connection with History
- Keeps youth active
- Exposes kids to nature
- Increases quality of life
- Connectivity
- Improves community health
- Saves time and money (over traveling greater distances)
- Helping the environment (birds and wildlife)
- Stress Release
- It would be really fun!

According to American Rivers, river recreation in Colorado supports over 79,000 jobs and provides estimated \$9 billion in economic value. The City of Evans envisions itself as an economically diverse, self-sufficient community, providing a clean, safe, family friendly environment with sustainable growth oriented infrastructure. As such, the City of Evans’ biggest goals are to attract business development to the City and increase the quality of life for its residents. Judiciously investing in parks, open space and trails along the South Platte River would help aid in fulfilling these goals by creating new amenities for existing residents and attracting visitors from outside the City to spend money in the area.

Existing planning has indicated the desire to create a regional corridor and regional amenities along the River. Based on current economic goals and the repercussions of the flood event, however, this desire should be seen as a need, rather than just a desire. This report begins to chart a course toward fulfilling that need.

*“Many of our students come to UNC expecting easy access to outdoor recreation opportunities. The number one comment I get from students when they return from one of our trips is that they wish it didn’t take so long to get to the destination. Having a place to hike, camp or float the river nearby would be great for our program.”*

Daniel Lawrence, UNC Outdoor Pursuits

*“A river trail would really be an economic driver for the City, it would be a real asset that would help keep people and businesses here.”*

John Barnett, Urban Planner City of Greeley

*“The river connects us to our local history; it would be great to connect people to the river and consequently our shared past”*

Focus Group Participant

*“I’d really appreciate having a natural place to take my children that is nearby”*

Focus Group Participant



## Why now?

In early 2013 the City of Evans embarked on an effort to create a South Platte River Master Plan. The City issued an RFP for a consultant and had completed the selection process for the project late in the summer. On September 13, just days after extremely heavy rains fell upstream of Evans, the South Platte River swelled and flooded large parts of the community along the river. The City of Evans sustained considerable damage during the flood event of 2013 including the inundation of Wastewater Treatment Plant Number One, severe damage to 56 single family homes, complete loss of 203 mobile homes (rendering Eastwood Village and Bella Vista mobile home parks non-operational), the total destruction of Riverside Park, and severe damage to several miles of roadway. Due to the flood event and the resulting aftermath, it became clear that it was necessary to put this particular project on hold. The City therefore cancelled the project and directed funds elsewhere to assist in flood recovery.

The aftermath of the flood event has created a strong desire within the city to minimize flood risk within the river corridor and in doing so create a more resilient community that can recover more quickly from another major disaster; a community that is stronger economically, socially, and ecologically. Since the event, the city has been fully engaged in clean-up, planning and reconstruction of infrastructure with sustainability and resilience in mind. At this time it makes sense to restart the master planning process for the South Platte River corridor, a planning process that would help us move toward reducing the number of homes/businesses/industries in the 100-year flood plain, preserve open space, restore flood plains where appropriate and create recreational opportunities along the Platte for all residents of Evans. This plan will allow us to take advantage of opportunities for dialogue, property/easement acquisition and/or grant money for river corridor projects that might arise in the near future while also working toward mitigating development pressures that may arise within the flood prone areas of the city as time progresses.



# Limits of Study

## General Limits

This staff report will primarily examine a 4.5 mile reach of the river south and east of the City of Evans. Specifically the plan begins from the point where 35th Ave, if extended south, would cross the river and ends downriver at the point where 31st avenue, if extended east, would cross the river (see Figure 1 below). This reach represents the most heavily developed portion of the river corridor through the City of Evans and as such is within easy reach of a large number of residents for recreational purposes. It also represents the portion of the river where the city of Evans currently owns a chain of properties, including both wastewater treatment facilities and Riverside Park. While the river flows through annexed land upstream of 35th Avenue, this land is more lightly developed and often agricultural in nature. This land upstream of 35th Avenue will likely warrant further study in the future as development occurs further south and west. It should be noted that the land downstream of Riverside Park is currently not within the city limits of Evans. These properties are, however, within the urban growth boundary of the city and provide important connections to the City of Greeley's existing and proposed trail system as documented later in this report.



Figure 1: General Study Area

## Extensions/connections

In order to create a successful river corridor, especially one that encourages pedestrian and bicycle use, it is important that the corridor be connected to other roads, trails, neighborhoods, etc. To that extent, this report does touch base on certain connections that, if established would enhance connectivity to and from the river corridor. Most of these connections are already outlined in at least one of the planning documents discussed in this report. At least one, the connection from 35th Ave to 54th St. already exists and others will be reestablished as part of the reconstruction of Riverside Park. As future implementation of a riverside recreation corridor progresses, it will be important to insure that these connections are made so as to encourage use of the corridor as well as provide access for maintenance and safety.

One important connection that will not be discussed in depth here, but has been suggested in other planning efforts is the construction of connections across the river to the Town of LaSalle. This connection would allow residents south of the River easier access to the City of Evans' recreational facilities along the river. In the long term a recreational connection across the river would also connect future development within annexed parcels south of the river to the recreational corridor. This connection could be made via a bike/pedestrian bridge that connects park land/trails on either side of the river. The connection may also be made as an additional component of a long-proposed bridge at 35th Avenue or as part of a future reconstruction of the Highway 85 bridge. In any case, providing this connection would require much more study than can be provided at this time.



# Looking Back: Planning History



# Adjacent Planning Efforts

In any planning effort of this nature it is important to take a look at the planning efforts of other local and regional jurisdictions to ensure that appropriate connections are made. More importantly, if our plans align with those of our neighbors we can find ways to work together to bring about our mutual goals. In the case of the South Platte River, that mutual goal is to create a regional trail corridor that links the cities of the northern plains together providing recreational amenities and multi-modal connectivity (see Figure 3 on next page). Currently the City of Greeley and the joint planning work of Milliken and Platteville, lay a significant framework for this regional trail. The City of Evans' trail planning will ultimately serve as the link between these three communities' planning efforts.

## City of Greeley

In 2009 the City of Greeley created a master plan for a trail system to connect the existing Poudre River Trail to the South Platte River and Evans' Riverside Park. While the trail plan was never formally adopted by the city, it serves as an important planning guide for city staff and Poudre River Trail Corridor Inc. a non-profit, multi-jurisdictional entity that advocates for and helps maintain the trail. Much of the proposed trail system was subsequently added to the 2013 Parks, Trails and Open Lands Plan by the City of Greeley. The proposed trail system begins in Island Grove Park (the current terminus of the Poudre River Trail) and continues along the Poudre around Downtown Greeley. Due to the extensive floodplain and low-lying agricultural land around the confluence of the Poudre and South Platte Rivers the planned trail drops straight south on the eastern end

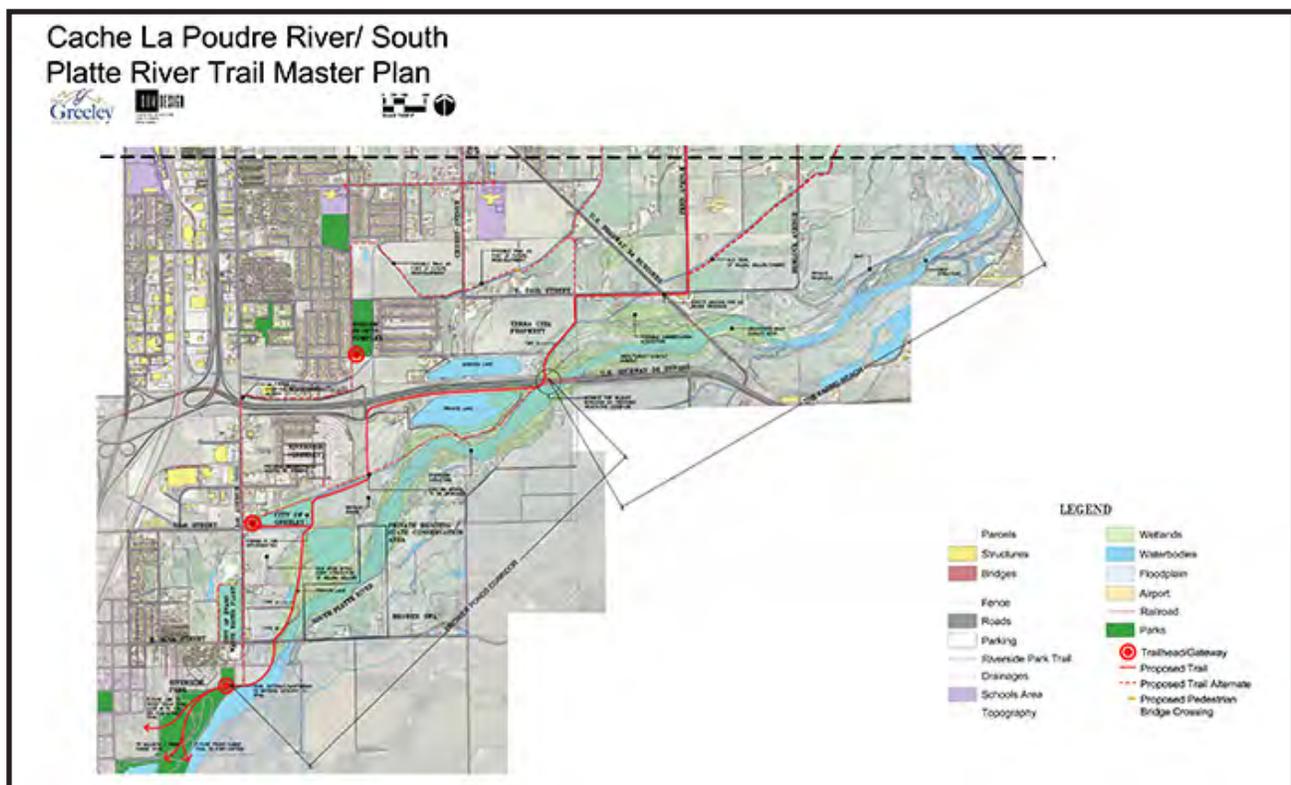


Figure 2: Proposed South Platte River Trail

of Greeley and connects to the South Platte River at the Highway 34 bridge. From the bridge the plan proposes a trail alignment that runs in and around three existing ponds (one already owned by the city of Greeley and a future park) and eventually connects to the City of Evans' trail system in Riverside Park (see Figure 2). The 2009 plan refers to this section as the "Brower Ponds Reach" as it passes near the Brower State Wildlife Area located along a small portion of the river in this area. The City of Greeley currently owns a small triangular site northeast of 1st Avenue and 32nd St. That site, immediately outside the City of Evans, is intended to become a trailhead for the system. The site offers an excellent starting point for connection to Evans' future trail system.



Figure 3: Regional Greenway Concept (from "A Plan for the South Platte River Corridor Platteville to Millken")

Milliken and Platteville:

In 2013 Milliken and Platteville drafted a Plan for the South Platte River Corridor. This planning effort begins south of Platteville and extends to the confluence of the Big Thompson River just outside the City of Evans; it indicates continuation of the trail into Evans with a possible trailhead at the intersection of 35th Avenue and 49th Street (where this staff report begins). The bulk of the trail system between Evans and Milliken is suggested to run along existing roads and therefore not require significant property acquisition (see Figure 4). The plan also suggests a trail along the Evans Ditch as a possible alternative to a roadside trail if possible.

The main objective to note from the plan is the community's desire to create a regional trail system along the Platte River that connects to Milliken and Platteville to Evans, Greeley, Fort Collins, and the Denver Metro Area. [insert graphic]. If this dream is to become a reality Evans will need to play an important role in the development of this recreational corridor.

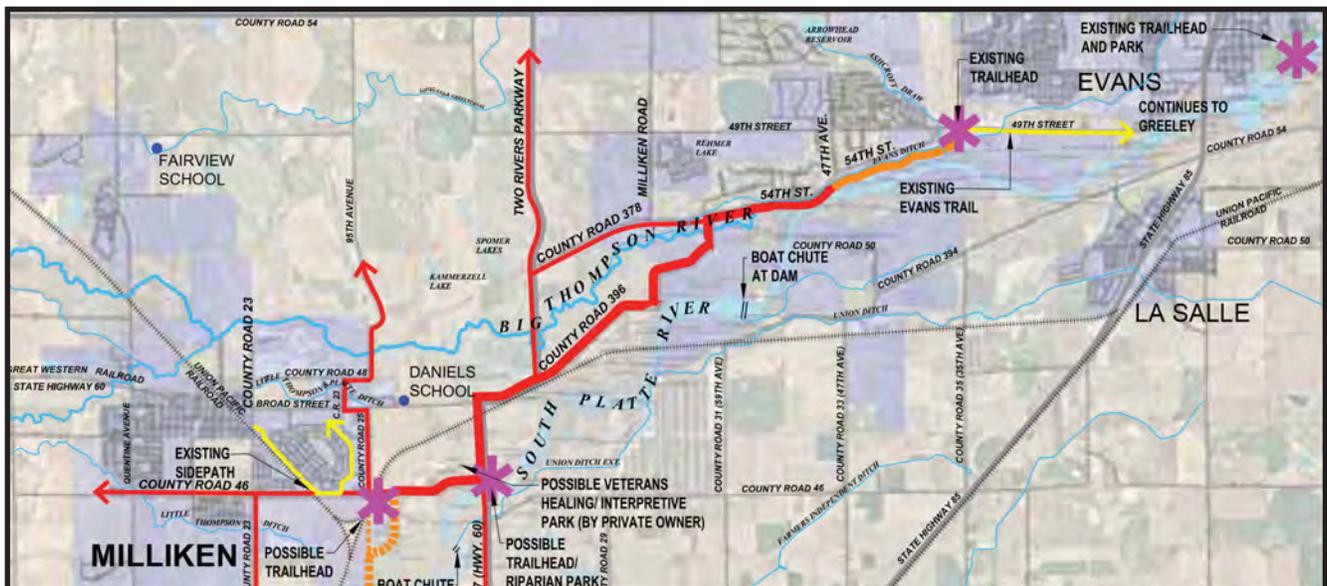


Figure 4: Corridor Plan (from "A Plan for the South Platte River Corridor Platteville to Milliken")

# North Front Range Metropolitan Planning Organization – Regional Bicycle Plan

The North Front Range MPO commissioned a Regional Bicycle Plan in 2013. This Plan identifies 12 regional bicycle corridors in the Greeley, Fort Collins and Loveland Region. Two trails identified in the plan intersect with the planning area of this study, a third route along the Big Thompson River is somewhat tangential to this study (See figure 5)



- Route 1: The South Platte/American Discovery Trail. According to the Report, this “corridor not only represents a future connection between NFRMPO communities, but also a statewide (Colorado Front Range Trail) and nationally-recognized corridor (American Discovery Trail).” The corridor is widely referenced by member governments as a shared use trail along the river corridor ultimately connecting with the Poudre River Trail east of Greeley Colorado. The plan acknowledged the existing trail system in Riverside Park and encourages the extension of those trails as off street trails in both directions along the River. The plan suggests key connections to central Evans (e.g. the Evans Ditch) as well as a river crossing near Highway 85 to connect the trail system to LaSalle.
- Route 3: Big Thompson River Trail – This riverside trail intersects the South Platte trail near the confluence of the two rivers south and west of the study area. This trail would connect the City of Evans to Milliken and Loveland as well as recreational trails in the foothills.
- Route 10: Greeley/LaSalle trail – a route along 35th avenue connecting Greeley Evans and LaSalle by way of multi-use bridge across the South Platte. This route intends to provide the principal north-south connection between the three cities as well as several other existing and planned east-west regional bicycle routes.

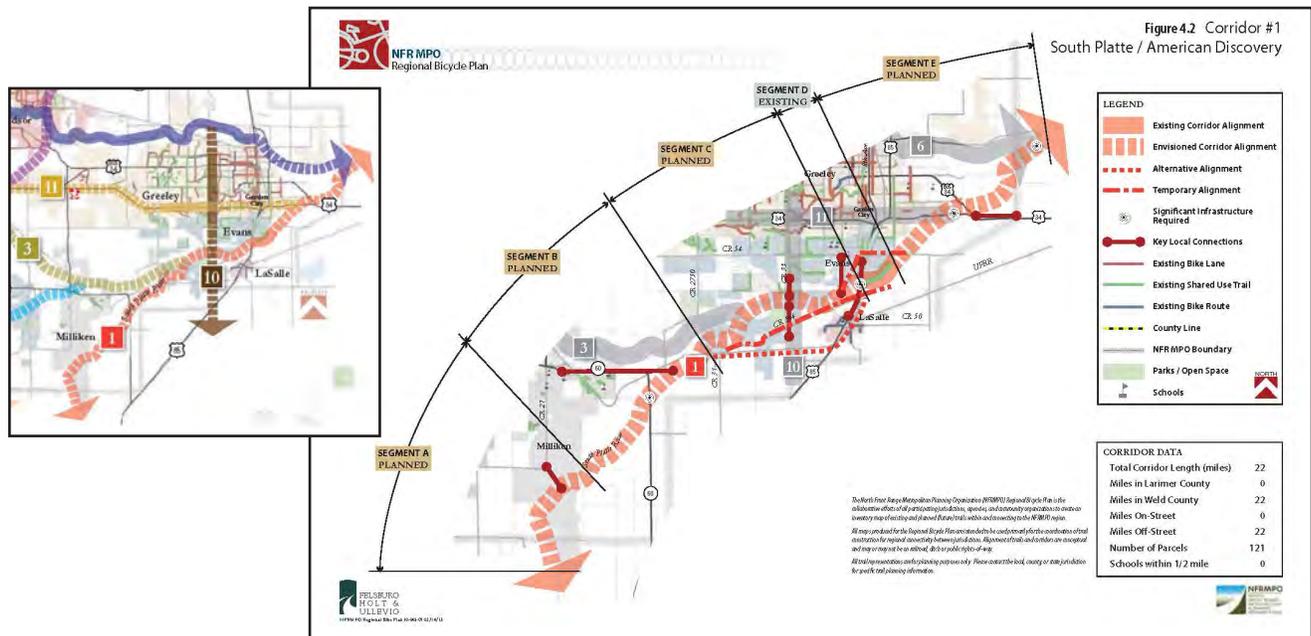


Figure 5: Corridor planning from the NFRMPO Regional Bicycle Plan

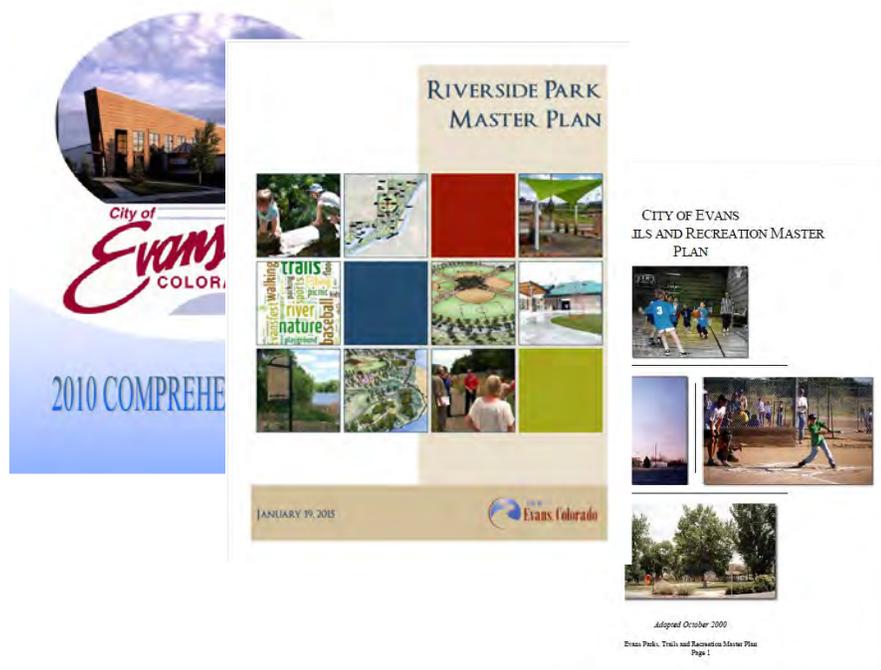
# Evans Planning History

The following is a timeline of city planning efforts that deal with the South Platte River Corridor in some manner. The next section of the report will go into detail on each of these plans and how they relate to the South Platte River.

Year	Plan
2000	Parks Trails and Recreation Master Plan
2004	Open Space and Trails Master Plan
2004	Transportation Master Plan
2010	Comprehensive Master Plan – update from 2002
2013	South Platte River Corridor Master Plan – Rock Creek (uncompleted)
2014	Riverside Park Master Plan
2015	Evans Riverside Neighborhood Master Plan
2015	South Platte River Restoration Master Plan

## Future plans/studies

The city is currently working toward the creation of a stormwater management plan for the city and working with the Middle South Platte River Alliance on a sediment transport model and project feasibility study for South Platte River directly south of town. Both of these planning efforts will have impacts along the river corridor. Additionally, the city is looking to update its comprehensive plan in the near future. This comprehensive look at the city will need to examine the City's goals, objectives and priorities for the lands surrounding the South Platte River.



# Planning Overview

## Parks, Trails and Recreation Master Plan - 2000

The 2000 Parks, Trails and Recreation Master Plan is a broad document covering all aspects of the park and recreation system from an inventory of existing facilities and programs, to a plan for operations and maintenance. The plan identifies the existing desires of residents, the current levels of service and identifies future park needs.

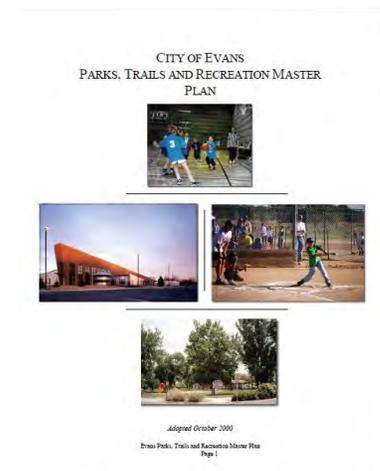
Public input obtained during the planning process indicated a high need for trails and open space as a component of the park system. For instance, 30% of survey respondents said that open space acquisitions and preservation were they're highest priorities; 34% of survey respondents said that more trails and bike paths were they're highest priorities.

Within the plan there are two chapters that detail a proposed park plan and a proposed trail plan. The recommendations in the plan primarily focus on providing additional park land and/or improvements within portions of the city where development had, at that time, already occurred and in areas that were expected to be developed in the near future. In that regard, almost all of the recommendations are well up hill from the river corridor. That said the plan does identify the importance of developing a South Platte River Trail (as part of the American Discovery Trail), building trails along the Ashcroft Draw and Evans Ditch, and planning for trail connections to Milliken and Greeley.

## Open Space and Trails Master Plan – 2004

The 2004 Open Space and Trails Master plan was intended to guide trail development and open space needs within the current Evans City limits as well as the defined "urban growth area" set forth in the 2002 Comprehensive Plan. At the time there large developmental demands and the plan was set forth to begin comprehensive thought about where the City of Evans should look at preserving open space. The main objectives of the plan are

- To be pro-active in preserving lands in the face of rapid development. By identifying lands now, strategies can be in place to protect them as development occurs, with the goal of having green spaces within future developments as the City grows.
- To be pro-active in reclaiming disturbed lands that will play a role in providing habitat and beautifying the river corridor and other areas.
- To create a system of trails and linked features, including parks and open space, rather than letting these things occur in random fragments.



- To provide community separators between Evans and the communities of Milliken and LaSalle.
- To provide connectivity and adjacency between features and neighboring communities.

All these objectives can be seen to relate to the South Platte River in one way or another.

The Plan performs a sophisticated analysis that overlays several measurable attributes that indicate the value and/or desirability of open space preservation (e.g. proximity to water, existing natural habitat, potential for flooding, unique topography, buffering oil infrastructure, etc.). Not surprisingly the analysis shows that land along the South Platte River, Ashcroft Draw and Evans Ditch are the most valuable lands to protect as open space (see figure 6). The values suggest the importance of protecting and preserving much of the South Platte Corridor for recreational use.

Additionally the plan sets forth a trail master plan. This plan maps a series of proposed trails, whether alongside existing roads and ditches or within natural corridors/drainage ways. [insert graphic] The plan outlines a proposed trail corridor along the South Platte as well as important connections to the trail from more developed areas. These connections include the Evans Ditch, Ashcroft Draw, and existing and proposed street right-of-ways.

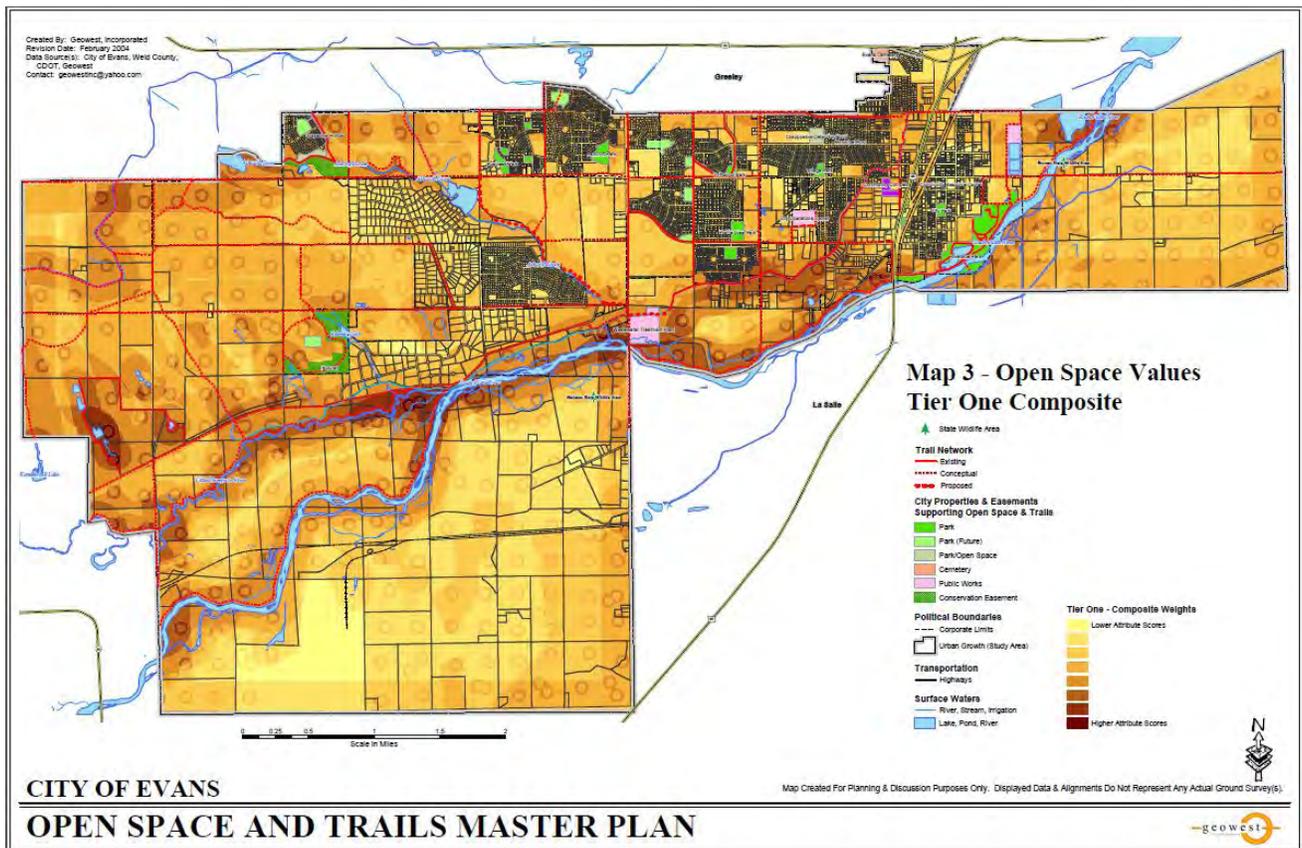
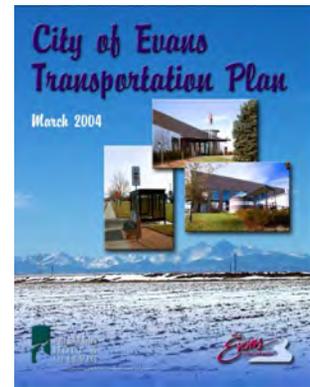


Figure 6: Heat map from the Open Space and Trails Master Plan. The darker colors show land more suitable for open space preservation

## Transportation Master Plan – 2004

Evans' Transportation Master Plan was adopted only a month following the Open Space and Trails Master Plan. Section II.A of the Plan acknowledges the previous planning efforts and reiterates the need to create an interconnected Multi-use trail system throughout the city to serve cyclists and pedestrians. This plan is shown in Figure 7 below. Other than this acknowledgment, the only other items from the TMP that directly involves the South Platte River corridor are the proposal to create a bridge across the river at 35th Avenue and the widening of 49th Street.



The 35th Avenue bridge proposal is necessary to provide service to future development in lands currently annexed to the city south of the river. The TMP recommends that this bridge be a 4-lane bridge due to the anticipated traffic volume expected as residents of the west side of Evans and Greeley use the road as a connection to Highway 85.

The Plan also recommends widening and improving to 49th St from Brantner Road to 65th Avenue. This project is needed in anticipation of future growth in west Evans. The plan indicates widening the road to 4 lanes. As a major arterial, the plan calls for a street section that includes 10' detached sidewalks on both sides of the street. Due to the proximity to the South Platte River (especially near Brantner Road) these sidewalks could potentially be incorporated into a riverside trail system if access closer to the river is not attainable.

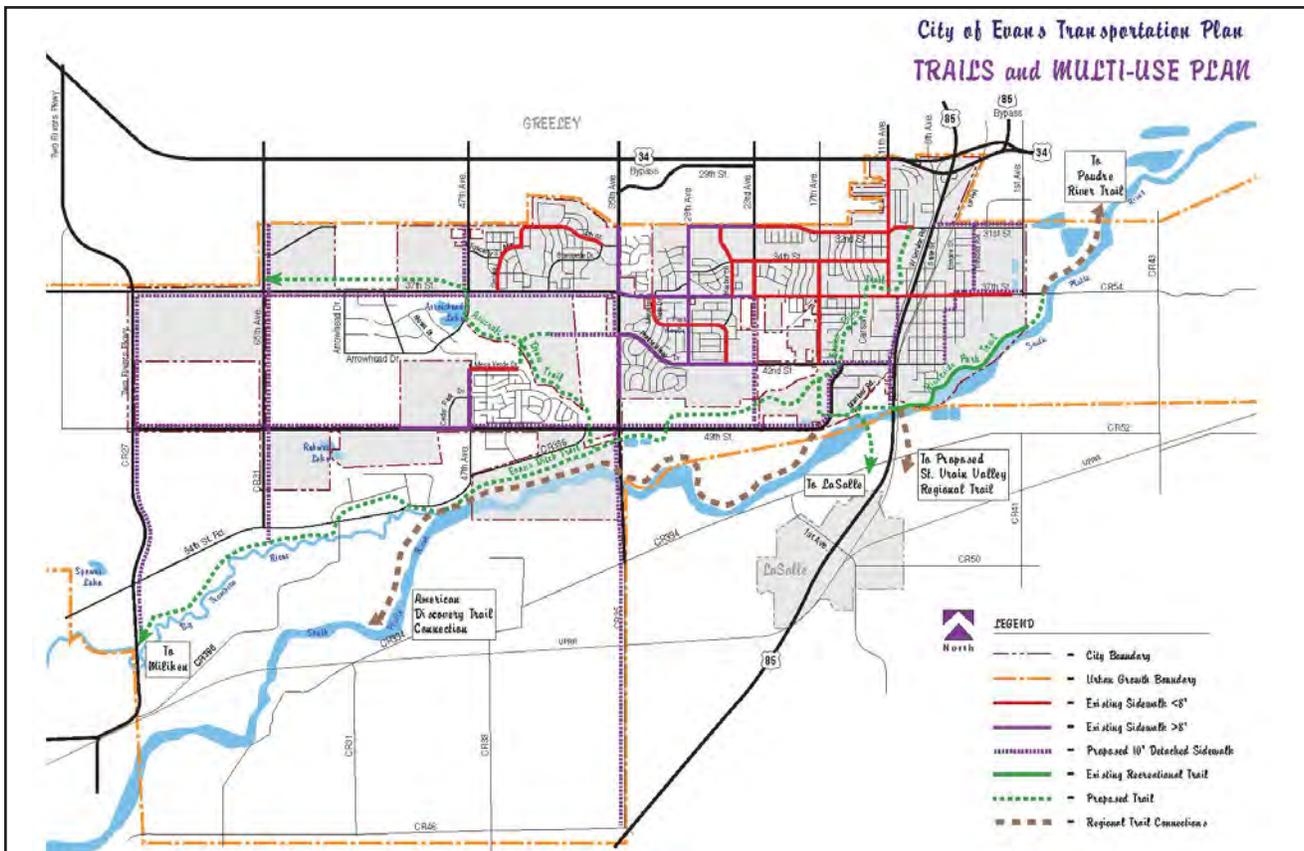


Figure 7: Conceptual Trail Network from City of Evans Transportation Master Plan.

## Comprehensive Plan – 2010

The 2010 comprehensive plan, an update of the 2002 plan, provides a general framework for development and infrastructure within the entire city of Evans. The plan defines the South Platte/Big Thompson River Corridor as a “planning focus area,” a defined area where the “city should focus public improvements and improve the quality of design and the image of the city.” It specifically states that this corridor should be developed for its open space and recreation opportunities.

Chapter Four of the plan sets forth goals and policies that focus on “critical challenges for the city of Evans.” Goal 2 relates to open space parks trails and recreation. Policies 2.1 and 2.3-2.7 all relate to the South Platte River in some regard. The following is a synopsis:

- Policy 2.1 – Reinforces the parks, recreation, trails and open space planning efforts described earlier in this report including the creation of a greenway system and secondary connections to the system
- Policy 2.3 – Reiterates that “the Big Thomson and South Platte Rivers and tributary drainage channels and irrigation ditches will be the core element of a network of trails and open space linking through the city”
- Policy 2.4 – Asks the city to coordinate with adjacent communities for the planning of a regional trail system along the South Platte River
- Policy 2.5 – Urges the city to identify ways to conserve rivers and streams and associated wetlands, riparian areas and wildlife corridors. It encourages the city to work with municipal, county, state federal and private partners to work toward conserving and enhancing the South Platte River. It also suggests that any recreation features in the corridor be designed with an emphasis on interpretation and a minimization of impact on the natural systems.
- Policy 2.6 – Encourages the City to “organize development to enhance and protect natural areas.” This policy specifically promotes developing setback/buffering requirements for water bodies and wetlands as well as restoring and enhancing degraded river sections.
- Policy 2.7 – Discourages new development in the 100-year floodplain. It calls for an update of the City’s floodplain regulations (completed shortly after the 2013 flood) as well as design standards to minimize the impact of floods on existing utilities in flood prone areas. Finally it encourages the use of conservation easements for existing floodplains.



## South Platte River Corridor Master Plan – Rock Creek

As stated earlier, the City of Evans engaged Rock Creek Studio to complete a River Corridor Master Plan for the South Platte River shortly before the flood event of 2013. Due to the flood and some extraneous personal issues on the part of the consultant, the plan was never completed.

The scope of this plan, as identified in the RFP, was as follows:

- Identify potential trail alignments/bridge locations and develop conceptual cost estimates
- Conduct an open space and natural habitat analysis
- Identify potential locations for recreational amenities along the trail alignments proposed and create a “visual toolbox” of amenities
- Engage property owners along the corridor to understand impacts and mitigation strategies as well as identify potential access and/or conservation easements to be acquired based on proposed alignments
- Identify cultural and historic resources and assess the feasibility of including interpretive art/signage along the corridor
- Create an operations and maintenance plan for the corridor.
- Promote community engagement throughout the process.

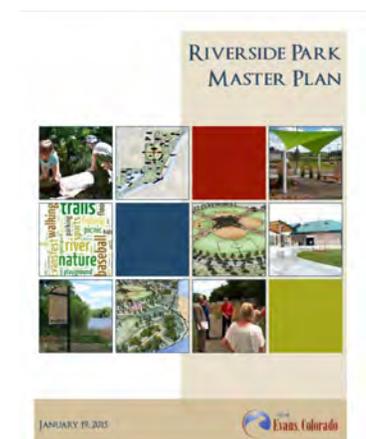


In the short time-frame that Rock Creek Studio was contracted by the city there was one public presentation, a kick off meeting, at which Rock Creek presented some preliminary ideas about trail alignment and bridge locations. No portion of the scope was ever fully completed.

## Riverside Park Master Plan

In September 2013 flood waters from the South Platte River destroyed all major infrastructures and manicured landscape throughout Riverside Park. The fast flowing water that overtopped the uncertified berm along the river ripped through roads and cut ravines and gullies through parts of the park. Additionally, the flooding revealed an old landfill that was built into the berm that runs along the east side of the park. Trash from the landfill was strewn across the site. Given these hazards, the park has been fenced off since September of 2013.

With the financial support of Great Outdoors Colorado, THK Associates, Inc. was contracted in July 2014 to lead the Riverside Park Master Plan effort. As part of this effort, THK met with City staff including Economic Development, Parks and Recreation and GIS staff. Background plans, maps and studies were analyzed to identify opportunities and constraints for Riverside Park before reaching out for community input.



Working with the City and the Flood Recovery Task Force, THK hosted a 3-day strategic planning session allowing individuals and stakeholders a chance to give input into design alternatives. Additionally, THK lead guided tours of the park and presented findings at a public meeting with a Q&A session. Concurrently, THK posted an online survey allowing residents and other interested individuals the ability to provide input on desired uses for Riverside Park. Three design alternatives were completed and presented at a separate public event. Utilizing input and reactions from the three alternatives, a preferred design concept was finalized and presented to the Flood Recovery Task Force and the City of Evans Planning Commission. On November 18th, 2014, the Evan’s City Council approved the final design concept to be incorporated into the Master Plan.

The Master Plan for Riverside Park aims to restore almost all of the Park’s previous functions on site, while creating a more flood resilient site. To accomplish this, the Master Plan re-arranges the functions of the Park, as well as re-establishes the grading of the Park in order to remove the most expensive/highest level active areas from the 100 year floodplain, while utilizing the lower areas of the Park for more passive recreation and flood overflow. Key design elements include a four-field baseball complex with concessions, basketball courts, designed playgrounds, environmental play areas, hard and soft surface trails, picnic pavilions, shade structures, restrooms, river access points, vehicle access through the park, and additional parking.

The Master Plan document includes a detailed cost estimate that provides an itemized breakdown of associated costs to rebuild Riverside Park according to the new design. It also contains a projected implementation schedule that outlines any additional planning efforts, construction timelines, funding and grant deadlines and other major project milestones. According to the schedule construction is planned to be complete by the fall of 2017. Efforts are currently underway to ensure completion of this essential rebuilding effort.

### Evans Riverside Neighborhood Master Plan

In 2014 the City hired Matrix Design group to work with the city, volunteer stakeholders and local residents to re-envision the Evans Riverside Neighborhood. This neighborhood, located between the South Platte River and Highway 85, is the oldest portion of the City and suffered the most damage during the September flood. The planning efforts take into consideration numerous topics such as housing, land use, transportation, parking, neighborhood character, development potential, human, built and natural resources, and the existing regulatory framework in order to create a new vision for the neighborhood and develop site specific projects and enhancements over the next 10-20 years. The “general concept plan” (figure 8) was developed and approved by City Council in November of 2014. Work is now underway to refine the concept plan and create a full report. The plan is intended to be finalized in July or August of 2015 pending some economic analysis necessary for the land-use component of the plan.

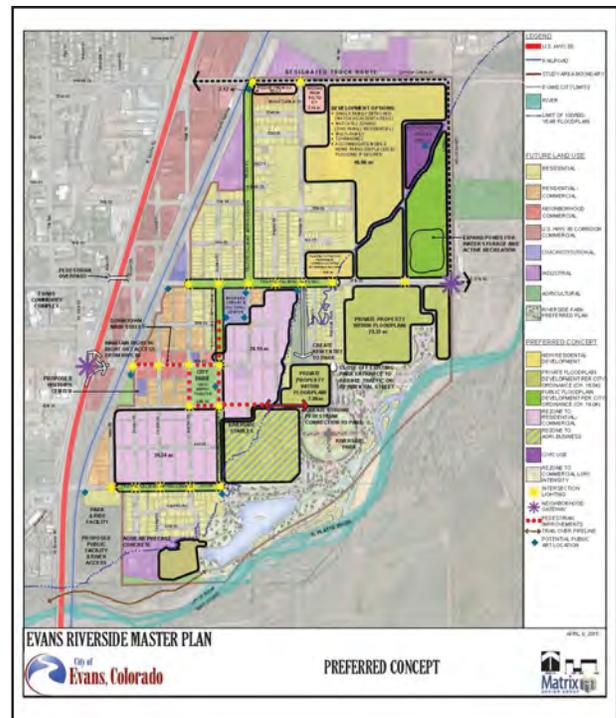


Figure 8: General Concept Plan for Riverside Neighborhood

With regard to the South Platte River corridor, the plan touches on the need for rebuilding Riverside Park and making appropriate connections from the community to the recreational amenities along the river. It also promotes restriction of development within the floodplain and an emphasis on open space acquisition. The plan suggests the repurposing of the land currently occupied by the waste water treatment facility as some form of recreation amenity for the area. Finally, the plan calls for the redirection of truck traffic around the neighborhood by creating a truck route on 1st Avenue. This truck route will help improve quality of life in the neighborhood, but it might also an impetus for a multi-use trail to connect Riverside Park to Greeley if and when upgrades are needed for the increased truck traffic.

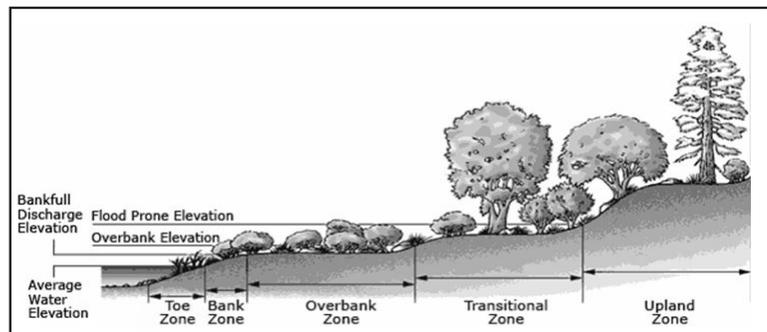
## South Platte River Restoration Master Plan

Following the 2013 flood, the Colorado Water Conservation Board (CWCB) asked the City of Evans to take the lead on engaging stakeholders along the corridor and preparing a master plan for the restoration of the river from its confluence with the St. Vrain Creek to the Cache La Poudre River. While this section extends beyond the City of Evans' planning boundaries, the State requested a regional study to cover this section of the South Platte which sustained the greatest damage during the flood.

With grant money from the CWCB, the City of Evans hired CDM-Smith engineers to conduct a hydrologic, environmental and flood resiliency study of the South Platte River. The study will assess the existing conditions of the river and document the risks associated with future flood events. Once assessed, the plan will create recommendations for flood hazard mitigation and rehabilitation of natural systems within the corridor. Recommendations in the plan include:

- Channel modifications
- Dike/berm relocation for floodplain reconnection
- Debris removal
- Vegetation management
- Erosion control
- Improvements to bridges, diversion structures, and other utilities in the corridor
- Preservation of agricultural resources
- Creation of recreational and open space opportunities, and
- Natural habitat enhancements.

While the City of Evans has taken the lead on authoring this study, it is fully intended that implementation of this Master Plan will be the work of the Middle South Platte River Alliance, a multi-jurisdictional stakeholder group currently in formation.



# The Present: Existing Conditions and Public Sentiment



# Existing Conditions - Public Property

The City of Evans owns several parcels along the South Platte River (see Figure 9) comprising just over 210 acres of land. The city owns an additional 27 acres of land underlying Waste Water Treatment Facility #1 just off the river on the northeast side of town; this plant is currently slated for decommissioning in 2017 and the city will need to make decisions on how to re-purpose this property. Currently the City is in negotiation with the Colorado Department of Transportation for a 5.6 acre parcel north of the park and an approximately 5 acre site adjacent to highway 85 (the lower half of a site slated for a park-n-ride facility); if acquired, these properties would essentially be added to Riverside Park. Additional public properties in the corridor include the LaSalle Water treatment facility property south of Evans, a City of Greeley owned parcel to the north and the Brower Wildlife Management Area, owned by the State of Colorado, just east of Evans. These publicly owned properties provide the framework for a robust system of natural and programmed recreational spaces along the South Platte River Corridor.

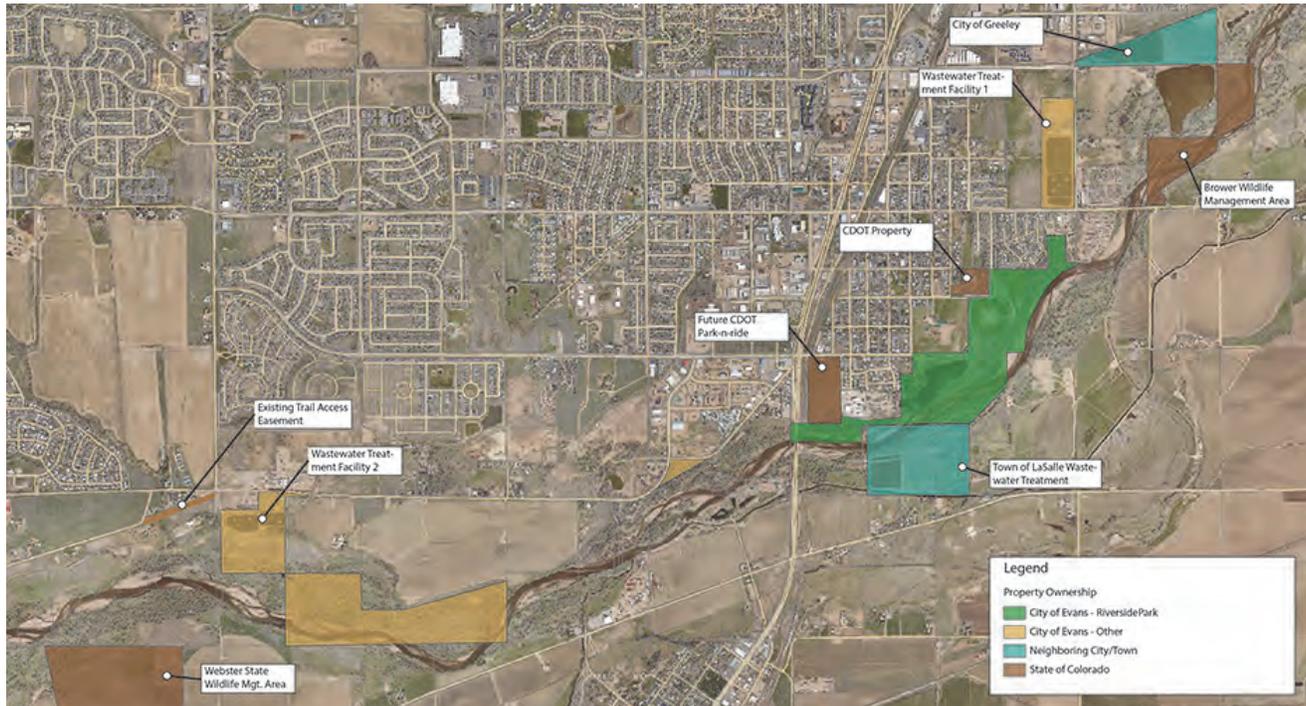


Figure 9: Publicly owned land within the South Platte River Corridor

## Riverside Park:

Prior to the flood of 2013, Riverside Park was Evans' premier recreation facility. Approximately half the park consisted of active recreation facilities such as ball fields and play areas. The remainder of the site is open space dedicated toward more passive recreation including hiking, bicycling, and fishing in riverside lake. The park was completely destroyed in the flood event to 2013 and, with the exception of a small corner of Riverside Lake, has been closed to the public ever since. The park is currently under a process of redesign and redevelopment with flood resilience in mind. A small sliver of land connects the bulk of Riverside Park to another small piece of city owned prop-

erty at Highway 85. This small arm of the park functioned as a pedestrian and bicycle connection that extended under the highway. The multi-use trail along the river was undermined by the river and destroyed in the flood and will need to be rebuilt further from the river as part of the Riverside Park project. This property is a densely wooded and therefore the trail construction will require cutting down a number of trees or rerouting the trail to the north by cutting across the existing CDOT property.

### Evans Waste Water Treatment Facility #1

Evans' Wastewater Treatment Facility #1 (WWTF-1) was inundated in the flood of 2013. Since all but a small portion of the 27-acre site lies within the 100 year flood plain, the city has decided to decommission the facility and pump effluent to a larger more modern facility on the other end of town on the site of WWTF-2. The decommission process should be complete in 2017. Once complete only the city's maintenance building and a small pumping facility will remain on site. The Evans Riverside Master Plan suggests that the rest of this property be reused in some sort of recreational capacity although that use is undefined at this time.

### CDOT Property at Highway 85:

This 11.4 acre parcel adjacent to Highway 85 is slated to become a regional park-n-ride facility (see Figure 10) in the coming year. The current plan calls for a bus round about, a parking lot and on-site stormwater retention on the upper half of the property with the remainder of the site to remain as open space. The City has been working with CDOT on site planning and landscaping issues and has expressed interest in acquiring the lower half of the site for a welcome center/rest stop along the highway. The site might also serve as a potential trail head for the proposed multi-use trails along the river corridor.

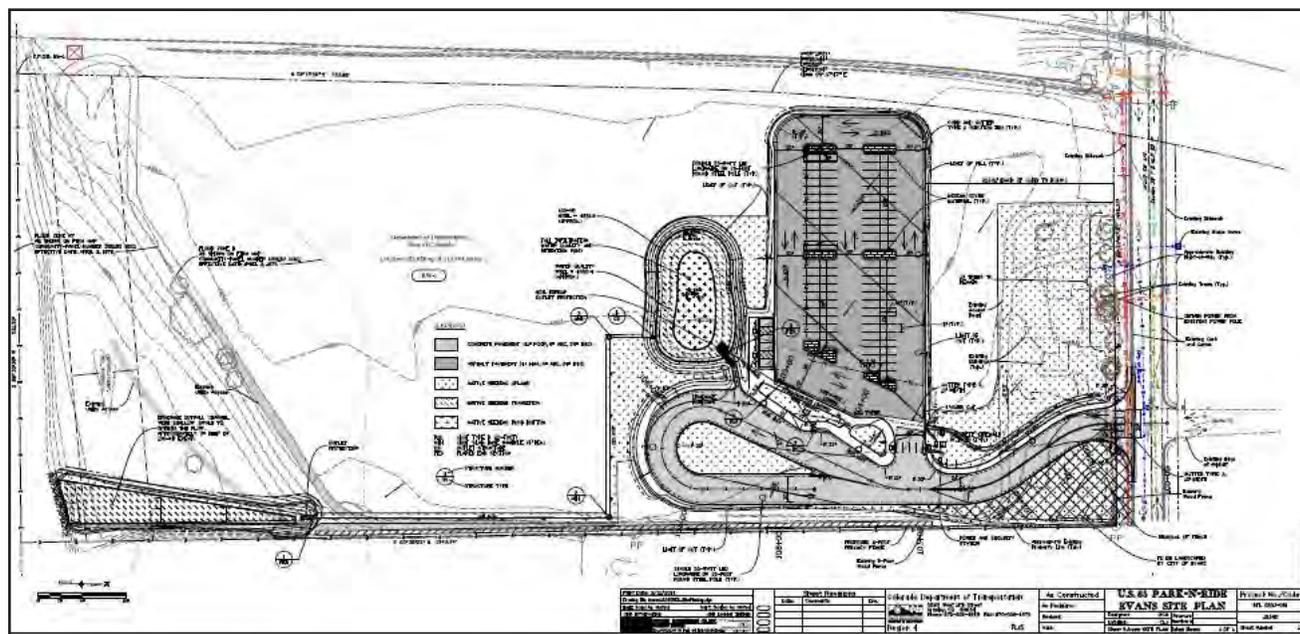


Figure 10: Proposed CDOT Park-n-Ride facility. Highway 85 is at the top, the South Platte River is to the left. The City of Evans may gain full access to the undeveloped portion to the left of the station.

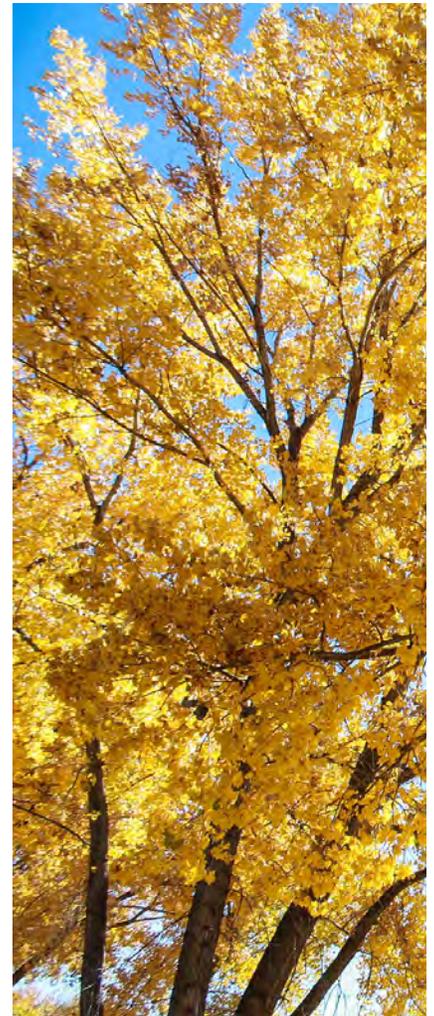
## Evans Waste Water Treatment Facility #2

At the southeast corner of West 49th St. and 35th Avenue the city owns a 30 acre parcel which is currently the site of Evans WWTF#2. This facility, unlike WWTF#1, is located outside the 100-year flood-plain and is slated to be significantly upgraded to become a modern treatment plant that serves the entire community of Evans. While the majority of this city owned property will be developed, its location at the existing end of 35th avenue will make this property a key entry point for a system of riverside trails from the existing neighborhoods to the north.

The property also serves as gateway to nearly 90 acres of city owned river bottom directly southeast of the facility. This river bottom land is entirely in the river floodway and contains the remnants of past river channels and a broad cottonwood gallery. As such the land offers little developable use, but could offer some excellent opportunities for passive recreation such as hiking, fishing and wildlife viewing. Currently this land is not legally accessible to the public as the only access requires crossing private property. Connecting them to any river corridor trail system would require gaining one or more access easements across adjacent property.

Due to the topography, wooded wetland environment and flood potential across this land, opportunities for a multi-use trail across this property may be very minimal and confined to the northern edges of the eastern parcel. Creating a riverside trail corridor in this area would likely involve acquisition of easements along the edges of the property or the purchase of land. The multi-use trail corridor could then connect to nature trails along the river in what might be the City's best wild riparian landscape.

The City's transportation plan suggests that 35th Avenue extend across the river to connect city-annexed parcels to the south sometime in the future. The city currently has access to some Right of Way for this bridge, but it may not be enough; any acquisitions for the bridge should also take into consideration space needed for the South Platte River corridor trail and a possible underpass. As the bridge will be a vital connection to develop-able land south of the river, this bridge should be designed to allow multi-use access so that bicyclists and pedestrians could access the river corridor from the south.



## Other City of Evans Parcels

The city has one other parcel along the river corridor as well as an existing access easement. The city owns a small 4.5 acre parcel at the corner of 49th St. and Brantner Road. This parcel is an odd shaped wooded lot within the 100-year flood plain that likely would offer very little active recreation potential. Its location halfway between Riverside Park and the WWTF Parcels, however, may offer a natural rest stop between the two parks if a trail system is created. The final component of the city's existing river corridor system is an access easement connecting 35th Ave. to 54th St. This easement contains the only segment of multi-use trail along the river that is outside of Riverside Park.



## Brower State Wildlife Area

Colorado Parks and Wildlife owns 102 acres of riverside property just east of Evans. The State's property straddles the river with a small parking lot located off 37th St. on the East side of the River. The Division of Parks and Wildlife manages Brower SWA specifically for hunting purposes. The SWA is generally closed to the public except during designated hunting seasons and sees considerable use by duck, turkey, and dove hunters. Given the safety issues of firearms use in this area, it would be wise for the City to steer clear of this area in any recreational planning for the river corridor. The City could, however, work with the Division to preserve additional land along the river and/or restore adjacent properties for the purpose of improving wildlife habitat.



# Existing Conditions - Floodplain

The South Platte River lies in a broad and relatively flat valley. Consequently the floodplain of the river is over a mile wide in places and covers a significant amount of land. Prior to development, the South Platte had much room to move about this wide flood plain; evidence of ancient river channels nearly ½ mile from the current channel can be seen in aerial photographs of the region. Currently, however, the main channel is well defined by dikes, berms, and fortified banks created by property owners over the last 100 years. Development and transportation infrastructure such as the Highway 85, Union Pacific, and Weld County 54 Bridges, have also constricted the flood plain considerably. This constricted width has the tendency to increase the height and velocity of river flows in flood events and therefore cause more damage when berms or dikes are topped and/or fail.

The Federal Emergency Management Administration's flood plain maps (DFIRM's) designate the areas prone to flood damage in major flood events. Upstream of the Highway 85 Bridge, FEMA uses a simple model that only defines the 100-year flood event elevation; downstream of the Bridge, FEMA's model is more sophisticated and defines, the Floodway, 100-year and 500-year flood elevations (See Figure 11 on next page). The City of Evans' floodplain ordinance defines the types of development that can happen in each of these zones. The City's ordinance is currently one of the strongest in the state and will likely prevent much additional development from occurring within the flood plain. Portions of this study area are within Weld County, however, and have less strict standards for development.



Insuring that little new development occurs in the existing floodplain is key to limiting flood damage in the future. The City should work to preserve land within the floodplain, as agricultural land and/or open space for passive recreation in order to minimize future losses. Along with preservation, other flood mitigation measures may include:

- reconnecting the river to its natural floodplain, where appropriate, by removing or relocating existing berms
- reducing debris build up at critical infrastructure
- managing vegetation
- erosion control and sediment management
- acquisition of developed properties that are prone to flooding, and
- creating wetland areas along the river that can mitigate flood levels.

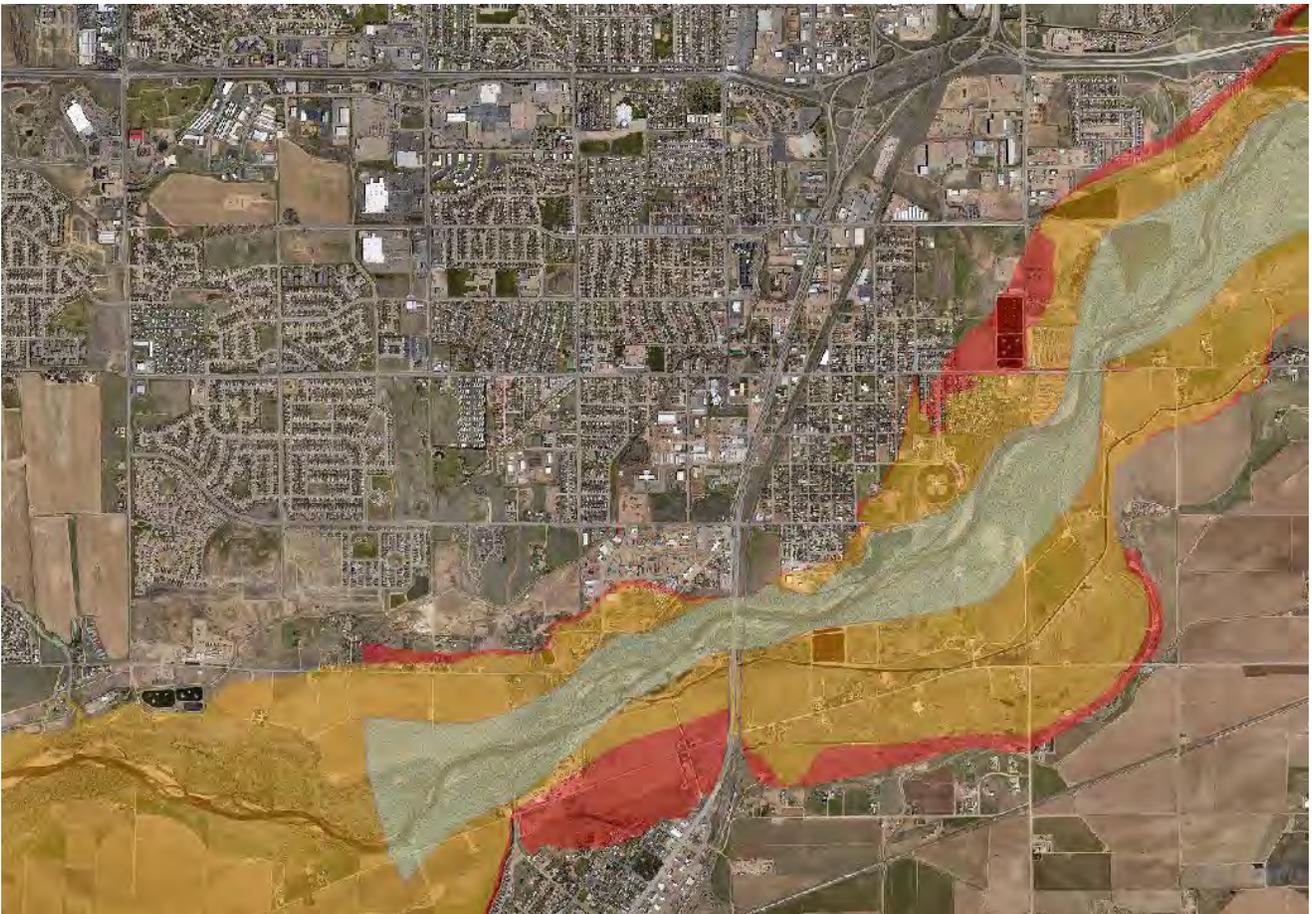


Figure 11: Map of federal “Flood Insurance Risk Map” designations along the South Platte River. Orange areas indicate the 100-year floodplain. Where mapped, sage green areas indicate the “flood-way” and red areas indicate the 500-year floodplain.

# Existing Conditions - Ecosystem

As part of the South Platte River Restoration Master Plan, DHM Design performed an “Ecological Assessment” of the river corridor. The assessment gives an overall view of the corridor and then, in the same fashion as the Restoration Master Plan, breaks the river corridor into 16 short segments or “reaches” based on topography, associated land use, and physical structures on the river. These segments are then assessed individually. The area explored in this report covers reaches 9-13 of the ecological assessment as shown in Figure 12 below. The following is a brief synopsis of the report.

## General Assessment

Currently the South Platte River within the study reach contains a highly modified flood plain that is largely disconnected from the river. Large amounts of the river have been channelized with the addition of rip-rap and other structures to armor the banks and attempt to prevent further erosion. Since the existing floodplain is generally cut off from the river, the majority of the current riparian area consists of a single generation of cottonwood trees produced from changes in hydrology in the early 1900’s with little regeneration ever since. Even where there are intact floodplains, the highly controlled flows of the river, due to dams and diversions upstream, do not often allow water to enter the flood plain areas; only in major rainfall events and extremely high spring runoffs is there enough water to provide the riparian floodplains with the flood overflows necessary to support native riparian vegetation and cottonwood regeneration.

Riparian areas are, in general, of great importance for maintaining water quality and quantity, stabilizing stream banks, and providing habitat for fish and other wildlife species. A healthy and functioning riparian area not only creates a transitional buffer between the stream channel and the floodplain, but also traps sediment, filters surface runoff, builds and maintains streambanks, stores floodwater, reduces the flow energy of floodwater, and maintains biological diversity. Work-

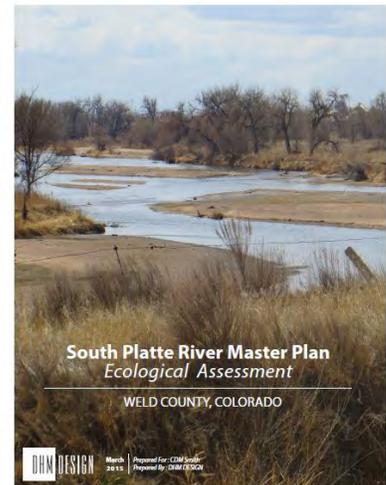


Figure 12: Map of “reaches” from the ecological assesment report that coincide with this plan

ing toward developing functional riparian areas with a connected floodplain will help to address some of the ecological issues of the South Platte River including sedimentation, riparian corridor health, wildlife habitat, and water quality as well as make the river less prone to devastating floods.

Regardless of its current degraded state, the South Platte River remains an essential wildlife corridor in northern Colorado. As a primary water source in an otherwise semi-arid region, the river is home to numerous species of animals, birds and fish. While most of the mammals, reptiles and amphibians that are found along the river are quite common, there are a handful of species that are either threatened (i.e. the Preble's meadow jumping mouse) or in serious decline within northern Colorado. For birds and waterfowl, however, the river is an essential lifeline. Nearly 70 species for birds and waterfowl use the river on a yearly basis, some 50 of these species are in some level of concern. While a certain number of birds use the river year-round, for most species the river is an important migratory stop as they move from their summer nesting grounds in the north to wintering grounds in the south. Preservation of land and restoration of the floodplain would be beneficial to many of these species.

Specific Recommendations:

The ecological assessment ranks each reach in terms of its existing condition and potential for restoration. All the segments fully within the study area of this scored as "poor" or "severely degraded" in terms of existing ecosystem quality, three of the reaches, 10, 12 & 13, showed a high potential for restoration.

Reach 10 (Figure 13) has high potential for restoration of in-channel and riparian corridor functions due to the presence of off-channel ephemeral wetlands, and back channel stream threads. The reach scored second highest in terms of potential for restoration and would be an ideal place to begin making improvements. The reach contains significant stands of mature cottonwoods and other native species, many of which are on City of Evans property north of the river. This reach is also adjacent to Weber State Wildlife Area to the south which may facilitate making improvements to this reach.

Reaches 12 and 13 were noted as more highly degraded than Reach 10, but include a great deal of public land including Riverside Park, Brower State Wildlife Area and the Town of LaSalle's water treatment facility. This public ownership increases the potential for restoration work. Preserving additional land and reconnecting the floodplain in this corridor could create a highly functional and healthy reach of the river.

Reach 9, just upstream of the study area was noted as one of the more ecologically intact segments of the river. This segment is primarily owned by one land owner and was deemed a high-risk as future subdivision and development of this property could have significant consequences for this segment of the river. Efforts to preserve and protect this segment from future development such as a conservation easement or purchase of land for passive recreation are recommended.

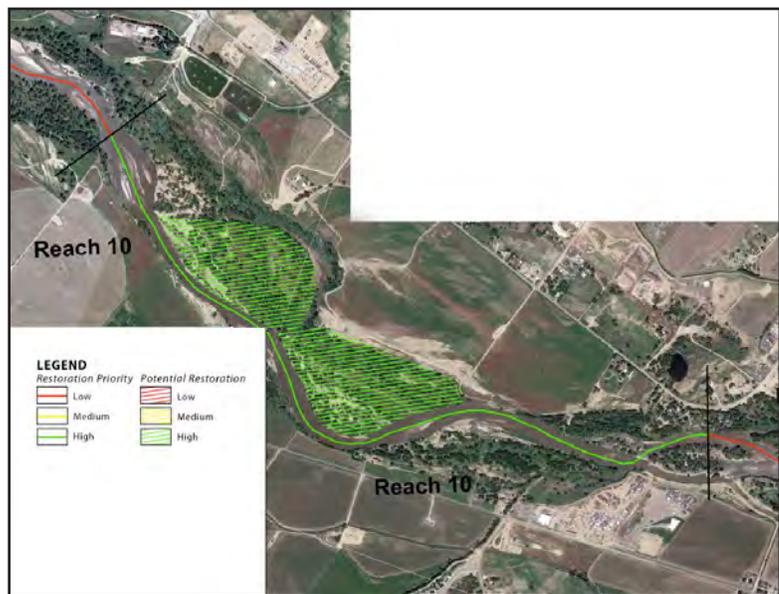


Figure 13: Map of Reach 10 showing areas of high restoration potential

# Public Feedback - Desires and Concerns

For the purpose of this planning project, City of Evans planning staff reached out to the community for input and guidance. Input was gathered through a community survey, two focus groups and an open house. By and large there was a great deal of interest and enthusiasm about the project and the potential for more recreational amenities along the river. Certain concerns have been noted as well and will need to be addressed as the plan is implemented.

## Community Survey:

The community survey, a copy of which can be found in appendix A, was designed to gauge the public interest in specific activities along the river and their general interest in having increased access to the river itself. The survey was created using Survey Monkey's online platform. Links to the survey were sent out to various partners in the community for distribution and advertised via the city's newsletter and Facebook page. In addition, paper copies were taken to several public events including the Evans Safety Fair, Evans Fest, Neighborhood Night Out, and a public meeting in the John Evans Neighborhood of Greeley/Evans. The survey was taken by 227 people.

The first three questions provided us with some general demographics of those taking the survey. The full results of all survey questions can be found in Appendix A. Responses were heaviest among the 31-50 age range. While almost 70% of responses came from females, we did notice that at the events where families filled out the forms the female head of household usually filled out the form. In that regard male preferences are probably a bit more represented in the survey than it appears. Nearly half of the responses came from residents of Evans. While most of the remaining responses came from Greeley, responses from LaSalle, Johnstown, Loveland, Fort Collins, Larimer County and Adams Counties show a regional interest in recreation along South Platte River.

The next three questions helped determine what sort of amenities respondents would be interested in participating in along the river and how likely they are to participate. The first question asked specifically which activities they'd like to participate in. The second question helped validate that response by asking which activities they've actually participated in in the last year. Overall there was a high level of interest in recreational

*"It would be great to stay closer to home for recreational options rather than spend a lot of time in a vehicle"*

Focus Group Participant

*"As a photographer I would love to see natural areas that are easily accessible similar to the Poudre River Trail."*

Survey Respondent

*"We live in the Riverview Farms Subdivision in Greeley just north-east of Evans; our neighborhood has grown up with no real recreation area for kids to play. Riverside Park had been our only local park and we're eagerly awaiting its reopening. It would be great to have a safe and convenient trail that connects our area to the park so that we could bike over to the park."*

Evans Fest Attendant/Survey Respondent.

*"Open space should be safe, there needs to be maintenance of low branches and brush."*

Survey Respondent

*"We moved here 20 years ago and were surprised that there were not recreational opportunities along the river. This sounds wonderful!"*

Survey Respondent

activities as can be seen in figures 14&15. This is driven home by the third question in which over 93% of respondents said they would be interested in more access to the South Platte River (Figure 16)

In looking at the results it becomes apparent that providing nature trails, picnic areas and paved bike trails would be the most highly supported activities in the corridor. These activities were both highly desired and had high existing participation rates. While floating the river was a highly desired response, actual participation rates were much lower, which may indicate less actual participation if implemented. That said, when we filter the data for only the respondents under 30, the number of respondents who have participated in a river float trip rises significantly (to nearly 60%), so there may be more of a demand than this survey notes. Fishing, open space and camping were good solid middle of the road activities with strong results in both interest and participation, provisions for these sort of amenities may also be wise investments in the area. The idea of creating off leash dog areas also had some good results, although it should be noted there were also a few specific comments strongly against this idea as well. At the bottom of the list were environmental education, horse trails, bird watching, and unpaved bike trails. While there may be desire for these activities, it may not make much sense to invest in this sort of infrastructure in the South Platte Corridor.

One final note regarding the survey. In the past, there has been some criticism by certain residents of Evans about surveys that end up in the hands of non-Evans residents. They feel that outside groups are telling the City what we should be doing. In analyzing the results and filtering for Evans residents only, it should be noted that there is no significant difference in the survey results between those of Evans Residents and those who live outside Evans. The charts for the filtered results are also shown in appendix A.

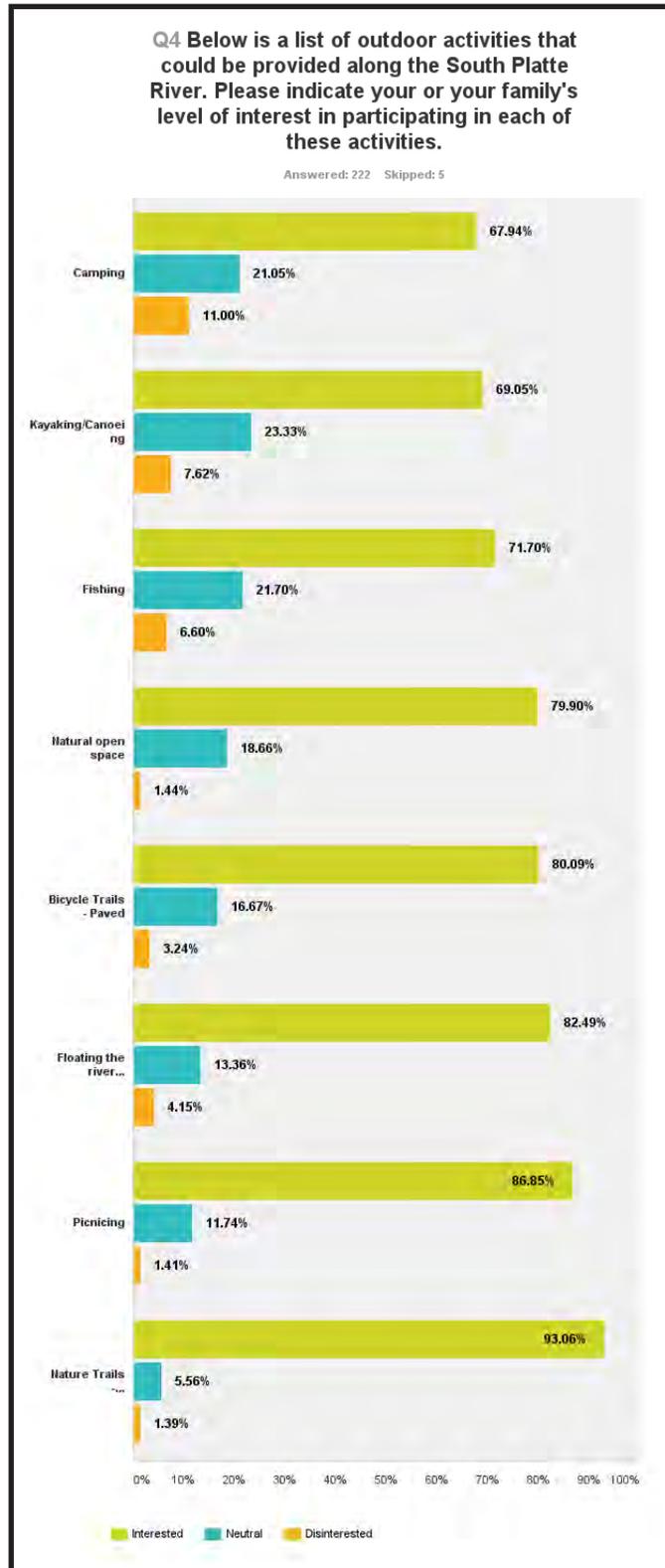


Figure 14: Top eight activities of interest as noted in the community survey (not shown are off leash dog areas, environmental education, bird watching, unpaved bicycle trails and horse trails all of which had interest levels at or below 60%)

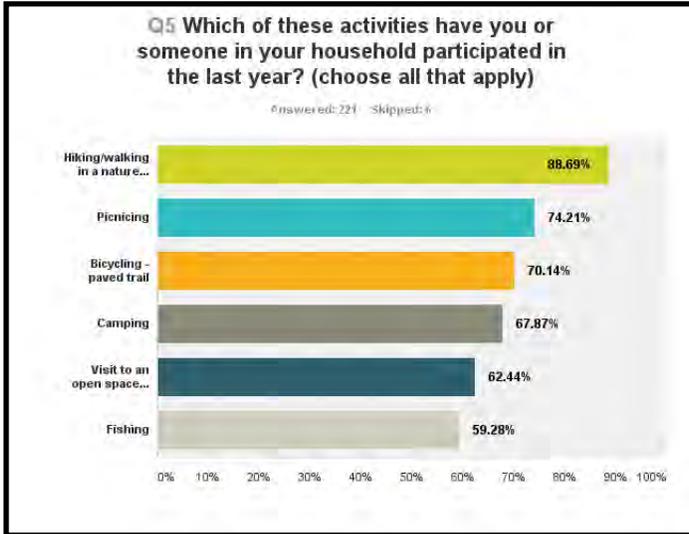


Figure 15: Top six activities that survey participants had taken part in over the last year

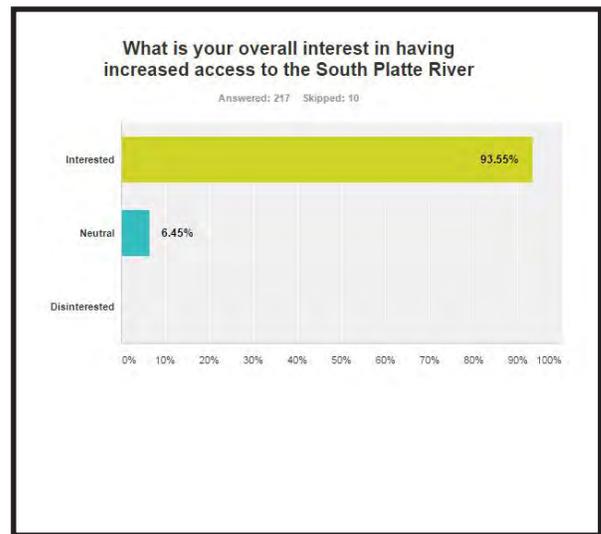


Figure 16: Overall interest in having increased access to the river as reported in the survey.

### Focus Groups

On October 10, 2015 the City of Evans held two focus groups for this Master Plan. The focus groups were facilitated by Leslie Beckstrom and Rachel Freeman of the Weld County Department of Public Health and the Environment. The goal of the focus groups was to gain valuable information from the community that guides the development of the plan. At each group a series of directed questions was asked and the conversations were documented by the facilitators. Planning staff was on hand to listen and answer any questions.

The first focus group was aimed at getting professional information on ideas, partnerships, issues and concerns relative to the plan. Those invited were all working in some capacity that relates to the Master Plan. Individuals included representatives from the City of Evans, City of Greeley, Evans Fire District, UNC Recreation Department, and Middle South Platte River Alliance. Also in attendance was a property owner along the river who has direct experience with numerous people illegally using his property to access the river.

The following questions were asked of this group:

1. What do you see as the potential benefits of allowing more access to recreation in and along the river?
2. What are your primary concerns relative to opening up the South Platte River to more recreation?
3. What considerations need to be made for account for these concerns?
4. What might be some obstacles or issues that we might encounter? How might we overcome them?
5. If access were provided what sort of amenities would you recommend we provide (examples might include, lighting, signage, seating, restrooms, etc.)
6. What partners might we tap into for successful implementation of the plan?
7. What sort of funding mechanisms might the City look at for implementation of the plan?

The second focus group was comprised of Evans residents. This group was intended to be a more informal conversation about the needs, wants, desires and concerns of the local population. While there were only a handful of people present we received some valuable feedback from this group as well.

The following questions were asked of this group:

1. Please tell us a little bit about what your motivation or reason for coming today.
2. Tell us about the types of recreation that you are personally interested in seeing along the river.
3. What do you see as the benefits of allowing more access to recreation in and along the river?
4. What are your primary concerns relative to opening up the River to more recreation?
5. If access were provided what sort of amenities would increase your use of the river corridor, (examples might include, lighting, signage, seating, restrooms, etc.)
6. Implementation of the plan will cost a significant amount of money. How do you feel about supporting this endeavor financially (e.g. would you support a small increase in property taxes and/or borrowing money for land purchases and amenities)? Would you support user fees to offset costs?

Detailed notes were taken at both meetings, and these notes have been incorporated into the master plan where appropriate. The full notes from both these meetings is included in Appendix B.

### Open House

The Master Plan was also presented at an open house on November 19, 2015. The event was held in conjunction with two other planning efforts underway at the City. About 25 residents showed up for the open house. Feedback relating to this master plan was very limited and most people were simply excited about the possibility of more recreation along the river.



# Moving Forward: Plans, Principles, and Partner- ships



# Setting a Plan

The following section lays out a plan of action for creating a recreational corridor along the South Platte River based on previous planning efforts, public input and current conditions. This plan aims to create linkages between existing City-owned properties, preserve and protect additional land along the river, if and when it becomes available, and expand recreational use of the South Platte River. This section specifically addresses

- Guiding principles and recommended practices
- Strategies for trail easement acquisition
- Providing access to the South Platte River
- Management of recreation on the South Platte River
- Provision of amenities
- Suggested trail alignments
- Connections to other existing and proposed trails
- General long and short range goals
- Specific Goals and Recommendations
- Funding for the project, and
- Partnerships for Success

This plan is intended to complement and further existing planning efforts by the City of Evans. As some of these planning efforts are currently nearing the end of their useful life, however, it will be wise to incorporate this plan and these recommendations into future comprehensive, transportation and parks/recreation/trails/open space plans that will likely be drafted in the near future.



# Guiding Principles/Recommended Practices

The following represent some guiding principles and recommended practices, excerpted from the City of Greeley's Cache la Poudre/South Platte River Trail Master plan that the City of Evans should consider in any trail planning efforts.

- All riverfront planning and development must respect private property, adjacent businesses, and traditional activities such as hunting and agriculture.
- The trail and trail facilities should not adversely impact existing places of business, homes, roads, flood plain or the natural environment. This includes accommodating parking and restroom needs that are directly attributable to trail usage. Structures including bridges and underpasses must not impede flood flows or raise flood levels.
- Any and all adverse impacts of the trail on the river environment or the adjacent properties should be resolved through mitigation, repair or restoration. Construction specifications, maintenance procedures and supervision must adhere to best practices and all permit requirements in order to avoid adverse channel impacts or habitat and resource damage.
- Trails must meet current city standards for shared-use trails.
- Trails should be accessible to people with disabilities.
- Any trail system should include attractive fixtures, furnishings, and integrated information, interpretive and wayfinding systems.
- The river trail should be integrated with other trails and on-street connections.
- To promote use, Links to the river trail system should be created to other parks, neighborhoods, schools, employment centers, etc. within the community.
- Where appropriate, the trail and greenway should serve multiple objectives in addition to recreation, including drainage way maintenance, stormwater conveyance, and access to other utilities.
- Trails and other improvements should be built in logical segments (useable lengths, no dead ends, linking access points and destinations) that can stand alone until the next segment is completed.
- Any temporary, on-street routes should be upgraded to a separated and buffered shared-use path when feasible.

Additionally, the City of Evans should ensure that any trail alignment or construction decision is announced to the public so as to incorporate public input and feedback into the decision process.



# Property/Easement Acquisition

In order to create a continuous trail system along the South Platte River, right-of-way acquisition/reservation will be a key step in the process. The city should develop an inventory of specific acquisition needs and prioritize those needs within the overall objective, that way when an opportunity arises to negotiate with a property owner the city can act in a deliberate manner. The list should especially be known to the current planning staff so that they know to have the conversation regarding ROW acquisition when specific owners walk in the door. Having unknown needs will only lead to missed opportunities.

Right-of-way may be acquired in many ways; it may be purchased outright, negotiated during the development process, or traded for some other private benefit. Per a conversation with the City of Greeley's trails manager the following are some examples of items they have "traded" with developers/property owners for trail easements:

- Free fence construction by the City.
- Free or discounted services such as, annexation, zoning changes, development fees, etc.
- Improved zoning and/or zoning variances
- Property tax breaks/tax forgiveness
- Construction of a private connector trail (i.e. a link from a subdivision to the main trail)

Finding out what the property owner's biggest needs are and finding ways to fill those needs in exchange for the easement is an effective approach. There are probably other items that can be 'traded' based on the individual property owner's needs; it will be up to the City to creatively approach this issue.

One other approach that can be highly effective is to work with a non-profit partner entity that is able to give a tax deduction for a land donation. Once the donation is made, the City could then purchase the land from the non-profit at a low cost. This can be a win-win for all involved, but must be conducted in a forthright and transparent manner.

Right-of-way acquisition will require negotiations, surveys, legal descriptions, conveyance documents, appraisals and environmental investigations where applicable as well as other legal services. While there is a considerable expense for this work, the benefits of a trail system for quality of life and economic development of the city can certainly make up for the expense. For each project segment, right-of-way should be secured before construction documents are prepared.

One last note: in order to make trails right-of-way acquisition easier, the city should adopt a policy of talking-up the benefits of regional and local trails. The city should make a concerted effort to promote the increases in land values, quality of life, community health, connectivity, and economic development that accompany trail development in everything they do. In that way, requests for right-of-way and or property will not come as a surprise to property owners in the area.



# River Interface and Access Management

## Access

In the redesign of Riverside Park there was a significant emphasis on connection with and access to the South Platte River. By removing a portion of the berm and reconnecting the river to the floodplain the park's design allows greater visibility of the river and allows people to interact with the river with greater ease. As with many other rivers in Colorado, there has always been a certain hesitation with providing additional access to the South Platte River for recreational use as opening it up for access has implications for private property owners who own the land underneath the river. Nevertheless there is a growing desire for connection with and use of the river for recreational purposes and the City of Evans as a primary land owner along the river could be a principal player in satisfying this desire.



The plans for Riverside Park indicate the creation of two river access points, one near Highway 85 and another near the northeast end of the park. Doing so will open up a nearly one-mile stretch of the river to recreational uses such as tubing, paddling and/or fishing. If the city were to work on creating access points just downstream of the Latham Ditch diversion structure, a dangerous structure for river users, and at the 37th St. Bridge it could open up nearly two miles of river for recreational use. With serious design modifications to the Latham Ditch Diversion Structure to ensure safety, the creation of signed portage route if necessary, and the creation of river access points further upstream near the location of the future 35th Ave, an additional 1.75 miles of recreational access could be provided. This would create a nearly 4-mile "float zone" which would provide local residents a fun summertime recreation amenity.



## Concerns, Issues and Management

One of the primary questions asked in both the professional and resident focus groups centered on perceived concerns relative to opening up the South Platte River to recreational use, such as tubing and flat-water kayaking. Both groups noted concerns around personal safety, trash/vandalism/dumping, and water quality. Additional concerns included private property rights/trespassing, and the need for additional infrastructure (signage, parking access points, bathrooms, etc.). These concerns are legitimate issues that are being dealt with by other jurisdictions where river use is permitted. Many of these communities have addressed these issues and concerns reactively by creating river management plans that set rules, regulations and management practices for the river. Given that there are few users of the river at this time, it might be good for the City to begin thinking about defining these practices, policies, etc. before problems arise. The following are a few examples of these concerns and how to best manage them.

Both groups identified personal safety as a number one concern. This issue was multi-faceted and included everything from keeping people out of the river during high-water events, to large-scale junk/debris in the river, to the potential for illicit activities, vagrancy and crime within publicly accessible lands along the river. Participants discussed physical solutions such as visibility, access points for emergency responders, river clean-up, gated access, and emergency call boxes. These should be addressed as parks/access points are designed and installed. Focus group participants also suggested defined hours of operation, closure notifications during high waters and police enforcement of the area and/or park rangers to help deal with some of these problems. These policy/procedure issues are most easily dealt with through a river management plan. This plan would set hours for river use, high/low water thresholds for closing the river to use and procedures for emergencies, patrolling, violations, etc.

While not brought up in the focus groups, one other safety concern involves sport hunting along the river. The South Platte River is a natural magnet for waterfowl and other game animals and as such is a common destination for sport hunters. While hunting is generally banned within the Evans City Limits (a revokable permit for hunting can be obtained for properties that are deemed appropriate for hunting), properties within the county do not have such restrictions. As such, care should be taken to restrict recreational uses of the river during hunting season, locate uses away from known hunting areas, and post information about the potential for hunting activity in the area where issues may exist.



**Clear Creek Management Plan**  
Golden, CO 2014

The second common concern brought up in the focus group meetings involved trash, vandalism and dumping. Opening up the river corridor, especially if left in a natural state could lead to problems with trash left behind by users and/or others who sneak onto public natural areas to dump unwanted trash/debris. This is a legitimate concern as the City has issues with illegal dumping on its parcel off Industrial Parkway and 49th Street.

In dealing with these problems, signage and provision of trash receptacles may help, but more pro-active solutions may need to be undertaken. Conversations with two individuals involved in managing river recreation in Steamboat Springs indicated that creating rules and educating the public on those rules has been necessary to keep the river a safe and clean environment. The image above shows one of the signs that they have posted at all access points to the river. The City of Golden goes a step further and actually polices activity from time to time, making sure that users of the Clear Creek are not following their rules of no glass and no alcohol in the river. The City of Steamboat Springs works with a local outfitter to provide mesh bags that tubers can tie to their tubes to collect garbage. They also jointly organize three river clean-up days a year.



Another issue noted by both groups was the issue of water quality. There is certainly a difference between the cold, clear and clean rivers of the mountains and foothills and the warmer waters of the South Platte, especially after traveling through the Denver Metro Area. Whether there actually is an issue of water quality or if it's merely a matter of perception will need to be investigated further. Since plans for Riverside Park include provision of river access, the City should work with state health professionals to determine whether there are any issues of concern. If there are issues with water quality the City should educate the public about any such concerns. If more access is provided over time, routine monitoring of water quality should be undertaken for safety. Over time, the City may also want to work to advance mitigation of point-source pollutants in the general vicinity, i.e. wastewater facilities, cattle feedlots, industrial facilities, irrigation ditch outlets, etc. in order to improve the experience for users.

One other concern that was brought up was the issue of private property rights and trespassing. The laws of Colorado are clear that while the water in the river is a public amenity, the land underneath the river is still private property. While this wouldn't be a huge issue in the area around Riverside Park where vast swaths of the river are publicly owned, it would be an issue that the City would need to address if opening up longer sections of river to recreational boating/floating. The issue could be partially addressed through signs and maps at access points that clearly show private property and remind users to respect private lands, but may need to be further addressed with signage along the river indicating public access points and non-public areas. The City would likely need to work with local landowners to ensure that care is given to their privacy needs.

Both Steamboat and Golden see thousands of tubers and kayakers each summer. Evans may not draw the same sort of crowds, but there is potential. Ron Tarullo of Golden indicated that surveys of river users in Golden indicated that the number one source of users was Adams County. As parts of Adams County are as close or closer to Evans than Golden, there is the potential for a good number of users who may choose to travel this direction instead. Before allowing full access to the River, the City needs to begin having conversations about how to deal with all these concerns.



One Evans resident in the focus group wisely suggested that the City of Evans “start small” and work toward create something bigger. She felt that we could start by allowing tubing at Riverside Park and then as we developed more access points and trails up and down river that we could slowly allow access to a longer segment of the river. It would be wise for Evans to take this advice. Seeing how things work out in the “easier” section of the river (where there is ease of access and few private property issues) would be a good indicator how to manage larger segments of the river.



### Crossings

The River Corridor Master Plan by Rock Creek Design was supposed to make recommendations for river crossings. These crossings would allow residents south of the river in LaSalle to have easier access to recreational trails and parks across the river in Evans. These connections will become even more important when and if lands south of the river currently annexed to the City of Evans become developed. In the short life of the project the consultants identified 6 possible locations for bridge crossings of the river, 2 locations within Riverside Park, a location alongside the Highway 85 Bridge, and three locations further upstream (one near the site of the historic Highway 85 bridge crossing. Any such crossing would have to be studied in great detail in terms of its effects on the river/floodway system, but there may be merit in establishing a crossing near the historic 85 bridge site as it would make fairly direct connection to LaSalle and could serve as an interpretive site along the river.

Ultimately, the City should work toward making sure that any future automobile bridges (i.e. the planned 35th Ave bridge, a reconstructed Highway 85 bridge, etc.) contains adequate facilities for bicyclists and pedestrians as part of the construction. This would ensure that river crossings can be made by pedestrians and cyclists without creating additional infrastructure within the floodway of the South Platte River.



# Corridor Amenities

It probably goes without saying that any park/open space development along the river will need to include certain amenities to support recreation. Amenities include everything from big items such as parking areas and restrooms to, small items such as trash receptacles, benches and signs. Participants in the focus groups were asked to suggest the types of amenities that should be considered as part of increasing access to the river. The following is a list of items that should be considered in the design process:

- Callboxes along river in case of emergencies
- Changing rooms – Especially if there is water-based recreation provided.
- Dog waste bag stations
- Lighting - At trailheads/parking lots for surveillance.
- Marked put-ins/take-outs for rafts, kayaks, canoes, and inner tubes as allowed. - Some possible locations are marked on the map on page 37.
- Restrooms
- Seating – Periodically along trails for rest breaks. The Open Space and Trails Plan suggests one approximately every 1/2 mile along the trail. Additional seating along the river for fishing and viewing of wildlife would be a great amenity
- Signage – Provided at every access point including instructions on how to use the river and what to do/where to go in an emergency. Interpretive signs should be provided at points of interest
- Trash receptacles
- Shelters for picnics



# Suggested Trail Alignment

Based on the information provided in earlier sections of this report (including previous plans, existing property ownership, environmental conditions, etc.), this section provides a suggested trail alignment for the corridor and various optional routes. In many cases, due to the width of the floodway, property ownership issues and/or environmental concerns, it will be difficult to create a multi-use trail directly along the river and therefore any regional trail system may need to be routed along existing city streets and/or a considerable distance from the river for some portion of the route. Regardless of the difficulty of locating a trail immediately next to the river, there is great potential to create a trail system that generally follows the river as it travels through Evans. The trail system described below will allow for ease of construction and offer significant opportunities to view and interact with the South Platte as it travels through Evans. It also provides for connection to a future regional trails network that has been envisioned by Evans and the adjacent communities in previous planning initiatives.

The following section defines the most logical trail network through the study area. It divides the trail into seven distinct segments starting in the north east corner of Evans and working south and west to 35th Ave. and beyond. These descriptions include information on existing conditions, property/easement acquisition needs, and other relevant information for the construction of a well-connected, scenic and potentially interpretive multi-use trail system within the South Platte River corridor. The entire project map is shown in Figure 18 on page 31.

## Segment 1 - 1st Avenue:

This first segment is intended to connect the City of Evans' Trail system to Greeley's proposed trail system. The existing planning documents show this connection along the river starting from Riverside Park and connecting to a parcel owned by the City of Greeley just outside Evans. Doing so, however, would require acquisition of easements from three or four property owners and put recreational users dangerously close to the Brower State Wildlife Refuge, a well used hunting preserve.

Two simpler and safer options would be either to make this connection via a multi-use trail along 1st Avenue or to create an off street trail that navigates around the facilities that remain on the site of the soon-to-be-decommissioned wastewater treatment facility. In some ways the off street route might be the better option as bike and pedestrian traffic would be separated from the heavy truck traffic on 1st Ave (a designated Evans truck route). It could also be naturalized with trees and natural grasses and include educational signage regarding wastewater treatment and the history of the site as the former treatment facility.



Figure 17: Map: Segment 1

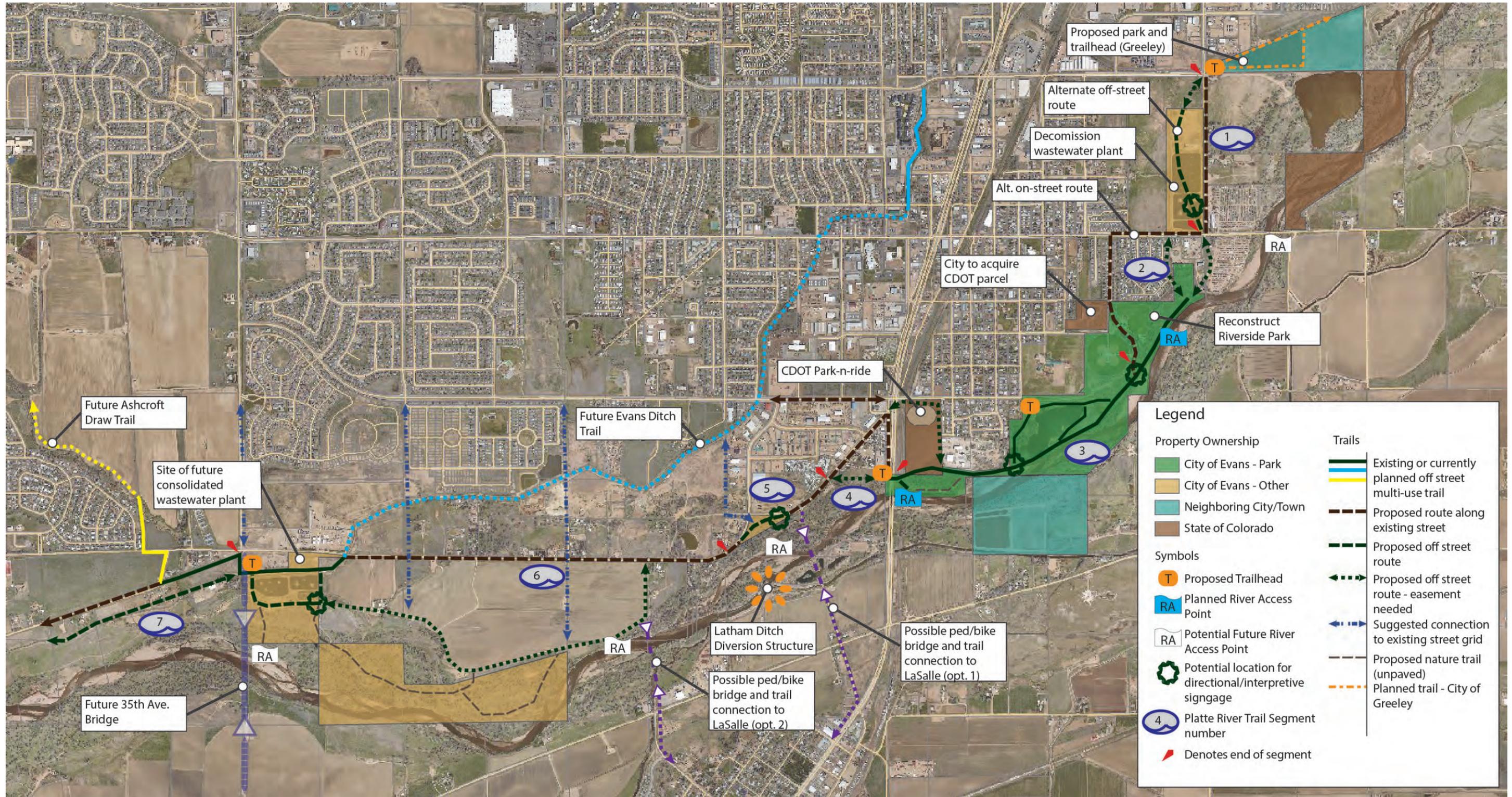


Figure 18: Suggested trail alignment and recreation plan for South Platte River corridor

### Segment 2 – 1st Ave. to Riverside Park:

Segment 2 connects the trails in Riverside Park to either of the chosen alignments in segment 1 (Figure 19). The most efficient and, therefore, recommended means of making this connection would be to acquire land or an easement that connects the northeastern most piece of Riverside Park to 1st Ave. This would provide the added benefits of an additional pedestrian and bicycle entrance to the park and a security access point at the park’s east end. If it is not possible to acquire such access, the bike/ped connection could be made by creating bike lanes on 37th St and directing bike/pedestrian traffic down Riverside Parkway to the park. This is, however, an indirect route that is not as proximate to the natural amenities of the South Platte, and may not be perceived as particularly appealing for regional trail users or local residents along Riverside Parkway.



Figure 19: Map: Segment 2

### Segment 3 – Riverside Park:

This segment through the park and down to Highway 85 is to be rebuilt over the next three years as part of the redesign and reconstruction of Riverside Park. Plans are underway to realign the segment closest to Highway 85 up onto the CDOT park-n-ride property so that it is farther from the river and less prone to flooding. The park will serve as a regional trailhead for the system and as such would be a critical location for directional and interpretive signage as well as system maps.



### Segment 4 – Highway 85 to Brantner Rd

Segment 4 is a very short segment, but it is a highly critical one. From the existing trailhead, at the end of the service road along Highway 85, it is less than 1000 feet to Brantner Road (Figure 21). In order to have a simple and direct connection from Riverside Park to any future trail system to the southwest it will be necessary to acquire a trail easement or riverfront property to make this connection. There is only one owner of land between the highway and Brantner Road and the property is not currently annexed into the City. As such, the easement could be relatively simple or quite difficult to obtain, depending on the landowner’s disposition. The easement necessary for this connection could essentially follow an existing power line easement through this area (Figure 20). Doing so would also likely require permission of the power company.



Figure 20: Photo of property comprising segment 4 including Excel power line

Several alternates could be devised if the landowner in this area is uncooperative. The first would be to direct bicycle and pedestrian traffic along the frontage road of the highway and back down Brantner road. This is more than twice the distance of the easement and, due to the highway noise and the industrial operations along the frontage road, not very appealing. Another option would be to work with CDOT to acquire the rights to pave a trail that runs along the east side of their property, connects to the Park-n-Ride and then to the intersection of Highway 85 and 42nd street. Trail users could cross the highway here and proceed down Brantner Road to the West. This would slightly longer than the first option and involve crossing the Highway rather than going underneath it. It would however be a nicer off-street path than riding along the frontage road east of the highway.

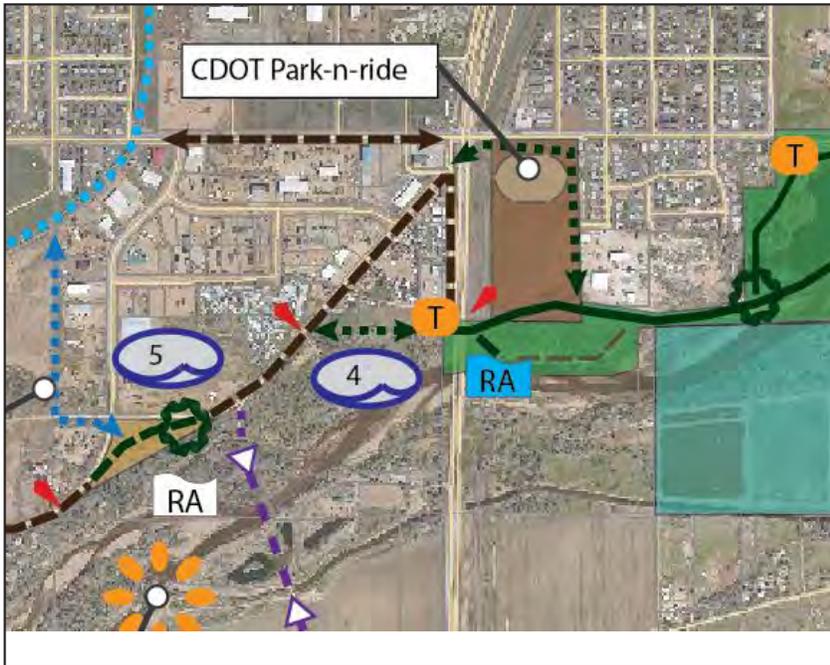


Figure 21: Suggested alignment for Segments 4 and 5

If Brantner road is not deemed desirable, a further detour could be made via a bike route or roadside trail along 49th Street to the Evans ditch and back down to the river via a trail through existing city ROW south of 17th Ave. As neither of these options is physically or aesthetically desirable due to industrial uses and truck traffic in the area, it becomes all the more necessary to acquire the land or easement for the direct connection. That said given the relatively frequent flooding of the underpass, it might be wise to at least plan for a “high water” detour through the area.

### Segment 5 – Brantner Road & Industrial Parkway

Once the river corridor trail connects to Brantner Road, segment 5 would generally follow the Road south and west to the intersection of Industrial Parkway take a left and then curve around to 49th Ave (Figure 21). This segment of roadway is quite close to the river and generally forms the edge of the river floodway. While the city could acquire land closer to the river, it would not necessarily make sense to build the river corridor trail any closer for fear of flooding and washouts. The City of Evans currently owns a small, triangular wooded parcel in this area (shown in yellow in figure 21). If there are no environmental concerns, it make sense to take the trail off the street and cut a course through the woods for a more scenic and natural route. This segment might be designed to include an interpretive rest stop with information about the old Highway 85 bridge that used to cross just east of the triangular parcel and/or other pertinent information about the history or ecology of the area. Land immediately to the south and east contains outfall from a portion of the city’s stormwater system and therefore it might make sense to purchase additional acreage in this area to enhance/protect this infrastructure. Purchase of land in this area could also provide access to the South Platte River just below the Latham Ditch diversion structure. This could become an excellent “put-in” point for floaters or paddlers who could then “take-out” at the landings planned for Riverside Park thus opening an additional half-mile of River for recreational use.

## Segment 6 – 49th St.

Just east of where Industrial Boulevard curves onto 49th, there are several property owners who own riverfront land that is not annexed into the City of Evans. Acquiring an easement closer to the river would likely be extremely difficult in this area. Therefore it would be highly recommended that this trail segment follow 49th St for at least the first ¼ mile (Figure 22).

From a point approximately ¼ mile east of the intersection of 49th and Industrial Parkway to the Evans Wastewater Treatment Plant, there is one large landowner. The property, a former farm that has recently been “dried-up,” has limited development potential as much of the property is in the floodplain. The City of Evans should work with this landowner to acquire a trail easement that follows the river along the southern end of the former agricultural fields. This trail, situated just outside the floodway of the river, would offer pleasant views of the river and riparian woodlands to the south. The trail could also provide access to City of Evans owned lands in the floodway of the river for recreational hiking, fishing and birdwatching. The riverside trail would eventually cross city owned property south of the WWTF and connect to the existing trail that runs through the area.

If an easement here is not obtainable the city could opt for a 1.25 mile multi-use trail that parallels 49th St. (as outlined in the Transportation Master Plan) that connects to the existing bike trail starting where the Evans Ditch crosses 49th St. This street-side trail could become part of a larger bike “loop” in the future if and when an easement closer to the river becomes available.

Preliminary conversations with this land owner have indicated a willingness to work with the city to provide open space dedications in exchange for the rights to regrade the site to allow development on the portion of the site along 49th St. between 35th Ave. and 23rd Ave. Regrading of the site would necessitate cutting a portion of the site down to the river level and in essence restore a previously existing section of river floodplain. Land east of 23rd could be purchased and developed by the city as a trailhead for the bicycle path/nature trails and stormwater management for local development uphill of the site. A preliminary concept drawing can be seen in Figure 23 on the next page.

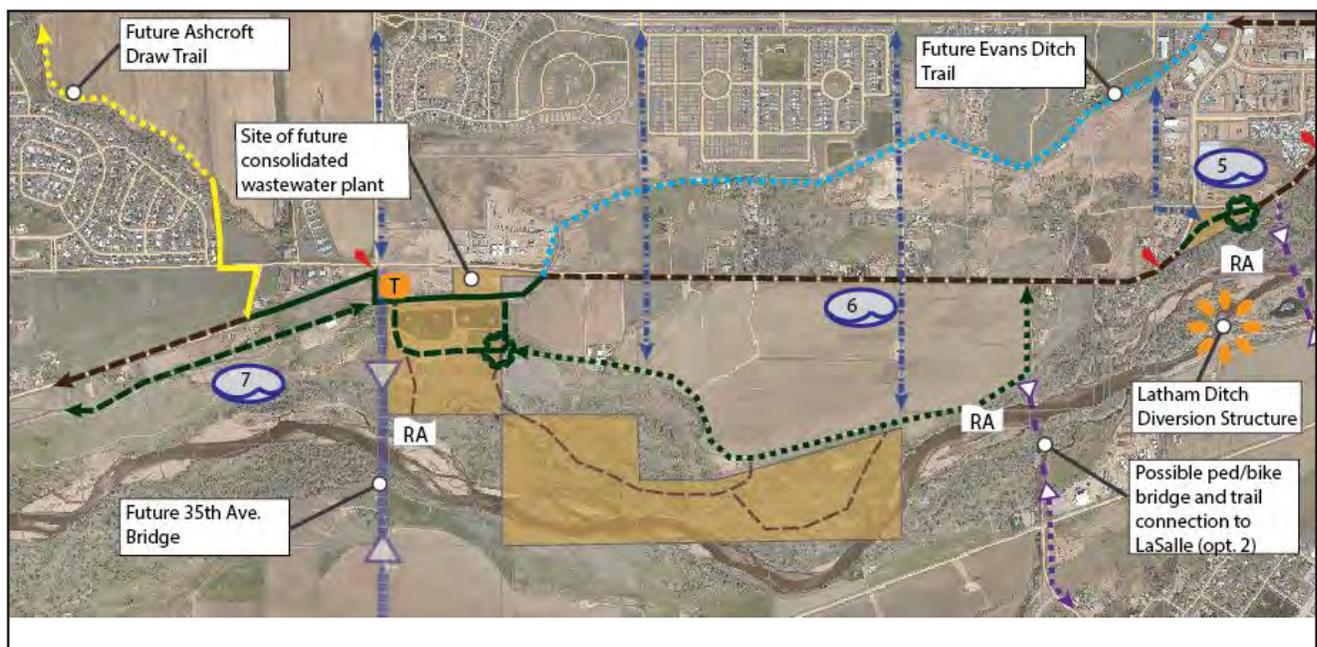
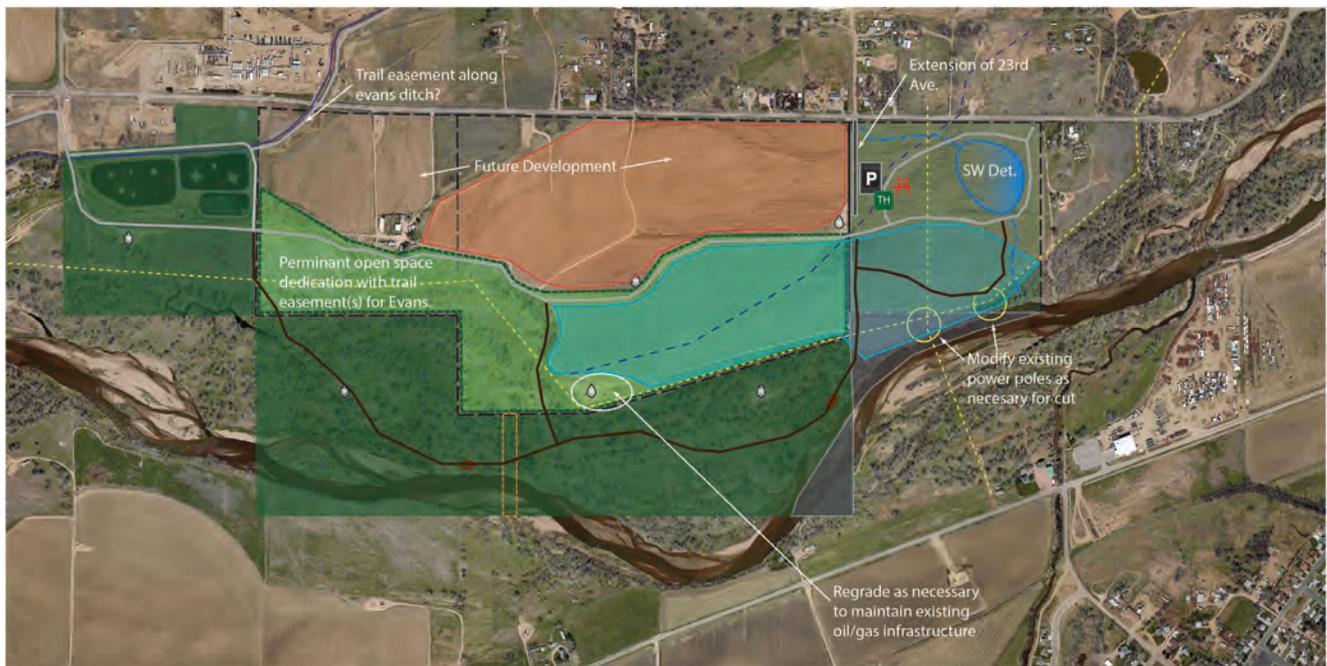


Figure 22: Suggested alignment for Segments 6 & 7

It should also be noted here that the existing farmstead on this property may have some historical significance. The property is one of a number of Japanese American owned farms in the area dating back to the early 20th century. These working farms and a tolerant governor were the cause of a substantial migration of Japanese Americans to Colorado immediately following the bombing of Pearl Harbor in WWII. Forcible relocation and internment of Japanese Americans from the West Coast later ensued, but these long-time Colorado farmers were allowed to pursue their livelihoods during and after the war. As such there may be an opportunity here for additional interpretive signage that relates this history to the broader community.

No matter how section six is developed, a trailhead should be considered at the western end of this segment. In this area, near the intersection of 35th Ave. and 49th St., the river trail will one day intersect with two trails in development: the Ashcroft Draw Trail and the Evans Ditch Trail (see Extensions and Connections on next page). This will be an important nexus within the system and a trail head with directional signage would be a significant amenity here. This is consistent with the recommendations of the Open Space and Trails Plan.



Map Legend

Existing City of Evans Property	Nature trail - Dirt	River overlook
Land to be acquired by the City of Evans	Paved Bicycle Trail	Exist. oil or gas infrastructure (maint. access as necessary)
Land to be retained by Front Range Oil and Gas Services	Existing Electrical Utilities	Parking for park/trails
Easement from City of Evans to Front Range Oil and Gas Services	Approx. edge of historic 1937 riverway	Trailhead
Fill as necessary for new development		Picnic Site
Cut existing grade and berms to allow for more flood capacity in river system		
Possible land swap with Charles Sylvester for implementation of cut		

Figure 23: Draft concept for recreational development of Front Range Oil and Gas property along the South Platte River in section 6

# Extensions and Connections



No trail system functions well without adequate connections to nearby residential neighborhoods businesses, the existing street network, city amenities, etc. Therefore with any trail building project it will be important to consider these local connections. The following are some important connections that should be considered.

## Segment 7 – Beyond 35th Ave.

Currently there is an existing multi-use trail that connects the corner of 35th Ave and 49th St. to 54th Street (Figure 19). From this point trail users could either proceed north along an existing trail ending at the Ashcroft Draw (to be extended in future phases of development) or proceed along the unpaved 54th Street along the South Platte to 47th Ave. and beyond. In the longer term, the City may consider either creating a physical trail and/or bike lanes along this segment as improvements are made to 54th Street or work with the property owners in the area to continue the trail along the Evans Ditch. This paved segment could then become part of a regional trail system that connects Evans to Milliken and beyond.

## Evans Ditch

The City's existing trails plan (Figure 24) calls for a recreational trail along the Evans Ditch. This trail would connect existing residential neighborhoods in the heart of Evans to a trail corridor along the river. Any trail planning along the South Platte River should take into consideration this important connection. The connection will be an important node where directional signage will be



Figure 24: Excerpt from the City of Evans Open Space and Trails Plan

important and other recreational amenities such as benches, trashcans and interpretive signage might be incorporated. When constructed the city will need to address the mid-block intersection of this trail and 49th St. for user safety.

### Evans Street Grid - 35th, 29th, 23rd and 17th Avenues

For the ease of connecting Evans Residents with the River, the City should also look to extend links to the river corridor along the existing and future street grid.

#### 35th Avenue:

Evans' Open Space and Trails Master Plan and Transportation Plan as well as the North Front Range NPO's trails plan call for a multi-use corridor along 35th Avenue. As the City progresses with plans to extend this street over the river, it should make every effort to ensure that this important piece of infrastructure is designed with the bike and pedestrian in mind and that easy connections can be made from the 35th Ave. to the South Platte River corridor trail system.

#### 29th Avenue:

29th Avenue currently ends at 42nd Street. While it will most likely not be extended down to 49th street in the future, there is adequate right-of-way for a bike trail between the Cave Creek and The Ridge at Prairie View subdivisions for a trail that connects to the proposed Evans Ditch Trail thus providing a pleasant connection to the river corridor from the local neighborhoods.

#### 23rd Avenue:

23rd Avenue currently does not exist south of 37th St. As efforts are made to extend this route down to 49th per the existing transportation plan it would be wise to include bike lanes within the design so that it would be easy for residents to connect to the river system.

#### 17th Avenue:

17th Avenue would be another good connection to the river corridor. The street ends at 42nd Street and like 29th Avenue will more than likely not be extended further south. There is, however adequate ROW to connect 17th Ave to the Evans Ditch Trail and then down to Brantner Road and the river corridor trail.



# General Short and Long-range Goals

Full implementation of this Master Plan may take 15 to 20 years. While much of the timing of this implementation depends on the opportunities that present themselves over time, an equal amount depends on the priorities set by the City in pursuing the ultimate goal of an interconnected system of parks and recreation along the South Platte River. The next section of this plan documents specific goals, projects and strategies for implementation of the plan. Figure 25 below suggests four short term projects that the City could easily pursue in the near future. They include:

- Completing the Evans Ditch and Ashcroft Draw Trails - These will provide significant bicycle and pedestrian amenities for local residents and begin to provide a connection to the South Platte River on the west side of Evans.
- Acquiring access to the large City-owned parcel on the South Platte River southwest of the Wastewater Treatment Facility - This has the potential to be a great open space amenity for the city complete with the City's first nature trails for hiking.
- Creating a bicycle connection to the Riverview Farm Subdivision and future City of Greeley trail system - Working with Greeley to establish this connection will allow greater access to Riverside park and be a relatively easy first step in establishing a full river corridor trail
- Establish a "float zone" at Riverside Park - Given that 80-90% of the river is publicly owned in this area, this would be a good place to start providing river access.

Long-term, the plan aims to create an integrated trail system along the river from the northeast corner of Evans to 35th St. and beyond. It also seeks to establish additional connections to Evans Neighborhoods, additional recreational amenities and open space along the river and a 5+ mile water trail along the South Platte for flat water canoeing and kayaking.



Figure 25: Short-range opportunities

# Specific Goals/Recommendations

The following pages document specific goals, projects and strategies that will be necessary for the implementation of this Master Plan. The implementation matrix also identifies priorities, time frames for implementation, general costs, project leads within the City and potential partner organizations where appropriate.

The following are some keys to understanding the implementation matrix:

## Priority:

- 1 = Critical,
- 2 = Vital,
- 3 = Desirable

## Acronyms/Abbreviations

CDPHE	Colorado Department of Public Health and Environment
CSTP	Colorado State Trails Program
EDAC	City of Evans Economic Development Action Committee
EM	City of Evans Emergency Management
FD	City of Evans Fire Department
GOCO	Greater Outdoors Colorado
MSPRA	Middle South Platte River Alliance
PD	City of Evans Police Department
PnR	City of Evans Parks and Recreation Department
PW	City of Evans Public Works
TPL	Trust for Public Land
WCDPHE	Weld County Dept. of Public Health and Environment
WRV	Wildland Restoration Volunteers

## Cost:

- \$ = \$0-\$100K
- \$\$ = \$100K-\$500K
- \$\$\$ = \$500K+

## City Council Objectives:

Each goal is also associated with meeting current City Council objectives for the community.

-  Clean/Visually Attractive
-  Safe
-  Self Sufficient/sustainable
-  Family Friendly
-  Diverse Economy
-  Robust Infrastructure



**South Platte River Recreation Corridor Master Plan  
Implementation Matrix - Page 1**

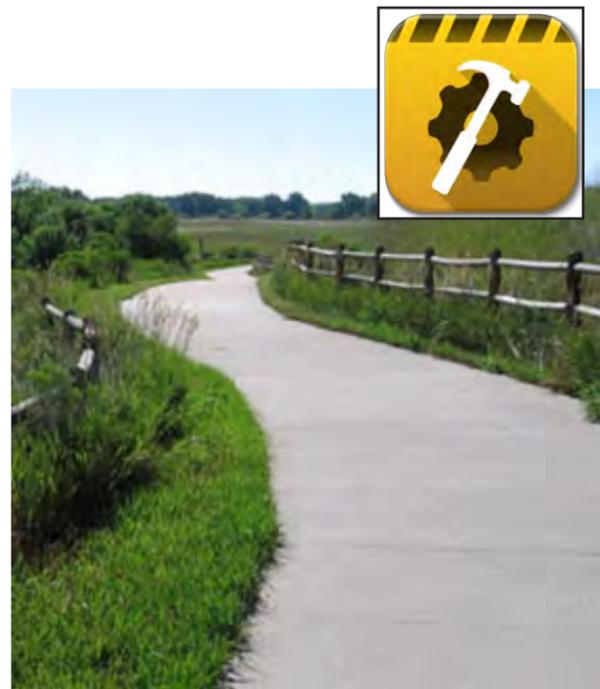
Goal	Project	Strategy(s)	Priority	Timeframe	Cost	Champion/Lead	Partners
Connect Riverside Park to Greeley-owned parcels northeast of Evans 	Acquire trail easement and/or purchase property between Riverside Park and 37th St to connect to the wastewater treatment facility property	Work with the four existing landowners north of the park to determine the most feasible route	1	1-2 years	\$	Planning/PnR	
	Design an appropriate trail segment across the WWTF #1 site once the lagoons are removed	Hire landscape architect to plan this site - plan for other community uses as outlined in Riverside Neighborhood Master Plan	1	2-4 years	\$	Planning/PnR	GOCO
	Determine most feasible route between WWTF parcel and Greeley Parcel and acquire easement	Visit both property owners north of the parcel to determine most cost-effective route - Might be done as part of design contract for WWTF site	1	2-4 years	\$	Planning/PnR	City of Greeley
	Design and construct trail to current standards	Hire appropriate consultants/contractors to complete work on trail segment	1	4-5 years	\$\$	Planning, PnR	CSTP
Construct river corridor trail system connecting Evans-owned properties east of Highway 85 and beyond. 	Acquire trail easement between Highway 85 and Evans owned parcel at Brantner and Industrial Parkway	Work with landowners to acquire easement	2	2-4 years	\$	Planning, PnR	
	Determine most feasible and cost effective route from Evans-owned parcel westward to 35th Ave	Work with landowners to acquire necessary ROW along 49th St. and/or other possible routes	2	2-4 years	\$	Planning, PnR, PW	
	Acquire trail easement and/or purchase property in segment 6 to allow access to existing City of Evans Property	Work with existing land owner through the development process to acquire needed easements, open space and potential improvements	1	1-2 years	\$	Planning, PnR	GOCO, TPL
	Secure trail access along Evans Ditch west of 35th St. - Preserve and protect mile-long stretch of river	Work with existing land owner to acquire trail access easement at minimum	2	2-4 years	\$	Planning, PnR, PW	MSPRA
		Work with partners to place conservation easement on this unique, undeveloped mile of river bottom	3	2-4 years	\$	Planning	MSPRA, Ducks Unlimited, Land Trusts, TPL Etc.
	If there are significant issues acquiring easements or ROW then pursue other alternate routes	TBD	2	TBD	TBD	Planning, PnR, PW	
	Construct trail in logical segments that attach to other existing bicycle trails	Prioritize funding and construction of bicycle trails where they attach to Riverside Park, existing trails at WWTF#2/Ashcroft Draw and the Proposed Evans Ditch Trail	1	3-10 years	\$\$\$	PW	CSTP
Once access is established, construct nature trails on City-owned land in Segment 6	Work with Wildland Restoration Volunteers to fund and build nature trails in this area	1	3-5 years	\$	PnR	WRV/GOCO	
Encourage safe, convenient, and enjoyable use of the trail corridor 	Create connections to existing Evans neighborhoods to encourage use of the trail corridor	Complete Evans Ditch and Ashcroft Trails	1	2-3 years	\$\$\$	PW	
		Create connections to other on-street/off-street trails as established	2	3-10 years	\$\$	PW	
	Construct trailheads at key locations along route		1	3-10 years	\$\$	PnR	CSTP
	Post signs at trailheads reminding users of necessary safety precautions		1	3-10 years	\$	PnR	

**South Platte River Recreation Corridor Master Plan  
Implementation Matrix - Page 2**

Goal	Project	Strategy(s)	Priority	Timeframe	Cost	Champion/Lead	Partners
Encourage safe, convenient, and enjoyable use of the trail corridor (cont.) 	Maintain clear open space along the trail system, free of brush, tall weeds and other obstructions as necessary for safety	Work with Parks and Recreation to develop a maintenance plan for the trail system - may be addressed in next park and rec master plan	1	2-4 years	\$	PnR	
	Create a regular patrol system along the corridor for suspicious activity	Work with City of Evans Police Department to develop a patrol - alternatively identify/establish organization to monitor use and report suspicious activity	1	3-10 years	\$	PnR, PD	Volunteer Group
Establish 1-mile "float zone" for summertime use from Highway 85 Bridge to a central landing in Riverside Park 	Ensure landings and signage are created as part of park design, engineering and construction	Work with Landscape Architect/Engineers during design process	1	1-2 years	\$\$	PnR	American Rivers-Blue Trails Program
	Adopt basic rules and clear hours/seasons of operation for river recreation and post at access points	Draft basic rules based on other Colorado communities such as Steamboat Springs and Golden where other river float zones have been established	1	2-3 years	\$	PnR	American Rivers-Blue Trails Program
	Monitor use of initial "float zone" to determine how and when people are using the river	Perform visual surveys for numbers/times; personal surveys could be performed at landings for more detailed analysis	2	3-4 years	\$	PnR	
Once established (and if successful), determine ways/means to expand the "float zone" beyond Riverside Park Segment 	Work with adjacent land owners to ensure permission for recreational users to float the river across private property	Create legal framework to protect private land owners from issues that may arise; offer free signage to remind users to stay off private property	3	5-10 years	\$	Planning, PnR	American Rivers-Blue Trails Program
	Create additional designated access points to logically grow the "float zone"	Determine appropriate locations; design landings and provide signage as above	3	5-10 years	\$\$	Planning, PnR	
Partner with local entities to create a "Water Trail" for canoeists/kayaks along the South Platte River 	Determine barriers to creation of "water trail" including diversion structures, private property issues, etc. - Work toward mitigating these issues	Work with partner organizations to speak with ditch companies and private property owners in order to resolve issues; partner with others to find necessary funds to mitigate problems	2	3-4 years	\$	Planning, PnR	American Rivers-Blue Trails Program
	Establish landings at appropriate intervals along the corridor - landings should have appropriate signage that indicates rules of use, times of use, and safety information	Identify public property where landings are appropriate and/or purchase property in opportune locations; work with consultants to design and build landings	2	4-8 years	\$\$	Planning, PnR	WRV, GOCO,
	Work with partners to monitor use for future improvements	Identify/establish volunteer organization to monitor use	3	5-10 years	\$	PnR	Volunteer Group
Provide safe and enjoyable access to the South Platte River for water recreation 	Periodically monitor water trail for blockages/debris - clear as necessary	Identify/establish volunteer organization to monitor river, especially after high water events	2	5-10 years	\$	PnR	Volunteer Group
	Periodically monitor water quality for public safety	Identify/establish volunteer organization to monitor water quality	3	regularly once established	\$	PnR	CDPHE, WCDPHE
	Organize river clean-up days to remove trash	Identify/establish organization/committee to run river clean-up days	3	regularly once established	\$	PnR	Volunteer Group
	Put in place a river rescue plan for emergencies	Work with fire department, police and emergency management to draft plan for emergencies	1	2-3 years	\$	PD, FD, EM	

South Platte River Recreation Corridor Master Plan  
Implementation Matrix - Page 3

Goal	Project	Strategy(s)	Priority	Timeframe	Cost	Champion/Lead	Partners
Provide safe and enjoyable access to the South Platte River for water recreation (cont.)	Create a system to monitor for suspicious activity along the corridor	Establish river/trail ranger position within City - Alternatively work	2	3-4 years or as established	\$\$	PnR	Volunteer Group
Leverage investment in the river corridor for economic development 	Promote new recreational activities along the South Platte River to developers looking to work in Evans	Promote activities on website, inform potential developers about recreational activities as we work with them.	2	as established	\$	Econ Dev, Planning	
	Market recreation activities to businesses that cater to the recreational community (i.e. bike shops, canoe outfitters, etc.)	Work with local business associations to promote recreation opportunities	2	as established	\$	Econ Dev	EDAC, Chamber of Commerce



# Funding

Implementation of this plan will not come without significant costs to the City. Based on the costs for reconstructing the three miles of trails in Riverside Park following the 2013 flood, the approximately four miles of additional bicycle trail that are proposed as part of this plan could cost over \$1 million in current dollars alone. This total would not include land acquisition costs, grading where necessary and other needed amenities, such as benches, signage, trailheads etc. Due to the complexities of land acquisition, the number of options presented in the plan and the possibilities of working with existing landowner/developers to assist with some of the components, it quite difficult to put an exact price on the entire project. At a minimum, full build-out of this master plan, not including essential connections is likely in the \$2-3 million range, depending on the costs of land/easement acquisition and the number and types of amenities provided, and any unforeseen complications, the price tag could reach into the \$3-5 million range. Once constructed, the City will bear additional maintenance, service and security costs.



At both focus groups, participants were asked about the sorts of funding sources/mechanisms that the City could use to fund the project. A wide range of responses from grants and corporate donations to new taxes and developer impact fees were suggested. While there was also some mention of user fees playing a role in funding projects and/or maintenance, an equal number of people did not care for idea or had serious concerns about how that would be collected and managed. The full set of responses can be found in Appendix D. In any case there will be no single path to fund the plan and a certain amount of mixing and matching of funding sources and mechanisms will be necessary. As more than one person suggested, working on small components and incrementally building out the system will likely be an excellent strategy as more people will “buy-into” the project as it develops. This buy-in can then be leveraged for more support whether that be from grants, new taxes, or fees.



# Partnerships for Success

Rarely is a significant regional infrastructure investment completed without the support and/or assistance of partner organizations. If the City of Evans is going to be successful in the creation of this important local and regional project, partnerships with local governments, and other local and national organizations will be highly important. The following is a list of some partner organizations that the city could potentially turn to in order to plan and implement the South Platte River Corridor.



## Greater Outdoors Colorado (GOCO)

GOCO invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers and open spaces. Their independent board awards competitive grants to local governments for open space acquisition, land restoration, trail construction, park improvements and planning. GOCO grants for open space acquisition are offered twice each year with applications typically due in March and August. GOCO currently has seven open space project types that it is willing to fund; one of these is "greenways/stream corridors" which would make this an ideal program for the projects recommended in this plan.

Per conversations with GOCO the open space acquisition grants can be a little more complicated than some of the other GOCO grants and warrants a conversation with GOCO prior to application. Generally speaking the city would need to enter into an agreement with a property owner to pursue purchase of the property pending grant funding prior to any application. The city would then need to obligate itself to protecting said property as open space for passive recreational activities such as hiking, biking, fishing, birdwatching, etc. in perpetuity.

Grants for trails projects are offered once a year (usually in November) in coordination with the Division of Parks and Wildlife. This is a more straight forward application process.

## Ducks Unlimited:

Within Colorado, the South Platte River is one of Ducks Unlimited's highest priority protection areas. The South Platte is a very important resting stop for migratory waterfowl between wintering grounds around the Gulf of Mexico and nesting grounds in the northern prairies of the US and Canada.



DU has been working diligently to preserve land along the South Platte River through conservation easements, property acquisition, and habitat restoration. The organization regularly partners with landowners, government entities and non-profits to provide the knowledge, capital and physical resources to complete projects that, preserve, protect and/or restore land that is valuable to waterfowl populations that travel through the area. While DU has, over the years, developed a reputation for being an organization dedicated to protecting land for hunting purposes, they regularly commit to projects that benefit communities by providing open space for hiking, birdwatching, fishing and passive recreation in the name of preserving waterfowl habitat. The organization could be a great partner for preservation of open space along the South Platte River.

## Poudre River Trail Corridor Inc.

Poudre River Trail Corridor Inc. has been highly influential in helping to obtain easements and/or parcels of land for the Poudre River Trail. Acting as a non-profit entity they are often more able to bridge the gap that often exists between landowner and the city or county. Per conversations with the City of Greeley, there has always been some interest in incorporating Evans into the organization in order to fulfill their goal of connecting the Poudre River Trail to trails along the South Platte. It might be in Evans' interest to look into the possibilities of full participation in this organization if it is deemed helpful to advancing our river trail corridor.



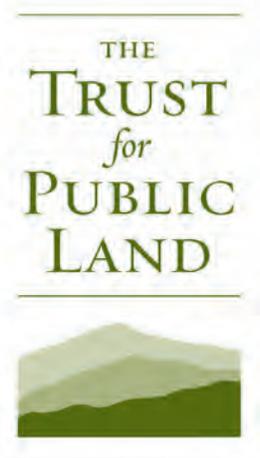
## Northern Colorado Bike and Ped Collaborative

This is a relatively new group of planning professionals and organizational representatives from Northern Colorado communities who are working to push for the implementation of the North Front Range MPO's Regional Bicycle Plan and increase access to bike and pedestrian amenities throughout the Region. As the organization grows, it may become an excellent resource for regional information, project coordination, planning best practices, technical advice and project support.



## The Trust for Public Land

The Trust for Public Lands is a nationwide, non-profit organization that works to conserve land for people to enjoy as parks, gardens, natural areas and open space. TPL offers a range of services to meet the conservation needs of communities around nation. They help communities raise funds, conduct research and planning, acquire and protect land, and design and renovate parks, playgrounds, trails, and gardens. TPL, works with several communities along the Front Range from Colorado Springs to Loveland providing an array of services and technical expertise. The Trust could be an influential partner in



- speaking to landowners about property acquisition for park land,
- negotiating conservation easements,
- providing general information about the benefits of parks, trails and open spaces,
- assisting with grant applications and other funding mechanisms and
- numerous other services necessary for the development of a regional trail system.

While TPL does not generally acquire land themselves, they have worked with communities to buy important parcels in the short term and hold them until other funding can be secured by the City for the purchase of the land. This could be another useful scenario if and when properties come up for sale in the near future.

## Wildland Restoration Volunteers

WRV is a non-profit organization that provides an opportunity for people to come together, learn about their natural environment, and take direct action to restore and care for the land. The organization utilizes volunteers to construct trails, perform river bank restoration and habitat restoration and complete other land stewardship projects. The non-profit operates as a design-build operation with the added capacity of finding funding partners for projects. WRV could be an excellent partner to implement small riverside projects along the corridor while engaging the community.

## Middle South Platte River Alliance (MSPRA)

In 2014, the City of Evans began working with the State of Colorado to form a river coalition that would become a voice for the South Platte River. While MSPRA is still in its infancy, there may be opportunities for the City to partner with this organization to assist with property/easement acquisition in the future. This organization could, like Poudre River Trail Corridor Inc. work as a bridging agent between land owner and the city who would likely become the recipient of a trail easement or property acquisition.

## American Rivers

American Rivers works to create connections between communities and their rivers. The organization's Blue Trails Program works to help communities take action to protect and restore rivers for family friendly recreational uses such as fishing, boating and wildlife watching. This program could offer great resources for the City as it plans to open up the South Platte River for recreational use.

## Other Partners

There are certainly many more partners that the city could choose to work with in order to make this project a success. These may include but are not limited to:

- The Colorado Water Trust
- The Colorado Healthy Rivers Fund
- The North Front Range Metropolitan Planning Organization
- Other environmental organizations
- Public health/wellness organizations
- Volunteers for Outdoor Colorado
- UNC and Aims Community College
- Local work groups/youth corps/service organizations



In a city where funding for projects is often somewhat limited, identifying and recognizing the various potentials of each of these organizations will be critical to successful implementation of these projects.



# Toward the Future

This report charts a path to creating a holistic system of riverside parks and amenities, but it is only the beginning. Successful implementation of the trail and greenway system will require more than just a staff effort. Rather, it will need to include partner agencies, adjacent communities, state agencies and the general public. Design and implementation should be conducted with the participation of a broad group of stakeholders whose input and suggestions are taken into consideration. Doing so will help ensure a strong base of support, advocacy and stewardship for the system. The city might investigate the possibility of creating an effective community coalition for the development of this corridor. Such a coalition may bridge the gap between the city and individual land owners and/or other project stakeholders. The city may look to utilize the Middle South Platte River Alliance in this regard, join with the Poudre River Trail Coalition or create an entirely new organization.

The South Platte River is quite possibly the City of Evans' greatest untapped assets. The river corridor within the City of Evans has tremendous potential to serve a multitude of recreational purposes including, fishing, birdwatching, cycling, hiking, floating, and environmental play. The river also serves as a connection to Colorado history and allows us to experience and learn about natural systems. Unfortunately, aside from some limited access in Riverside Park this amazing asset is virtually inaccessible to the residents and visitors of the City of Evans. Proper investments made in the river corridor would not only provide the recreational amenities that residents who choose to live in the State of Colorado come to expect but also provide an adequate buffer between physical development and river that has a natural propensity for flooding. In fact reclaiming land along the river for recreation may be the best and most effective way of flood risk reduction.

Water is such a unique feature in our semi-arid climate that communities all along the front-range are working to reclaim their "waterfronts" as recreational amenities. The City of Evans should follow suit and begin a process of claiming its waterfront along the South Platte as an integral part of the city; as a recreational amenity for all its residents and visitors to enjoy. Engagement with the river and its natural systems would bring the City of Evans a huge boost in terms of quality of life, public health, safety and ultimately economic development. In the wake of the 2013 flood event, the city has a choice. It can choose to turn its back on the river in fear of another flood event, or it may choose to embrace it and adopt it as an integral part of the City. While the first choice may sound like the safe option, the second opens up a realm of possibilities for growth, investment, and civic pride.



# Appendicies

**A - Community Survey**

**B - Survey Results**

**C - Survey Results (from Evans residents only)**

**D - Focus Group Materials and Responses**



# Appendix A - Community Survey



The City of Evans is interested in creating a recreation corridor along the South Platte. This corridor will build upon the reconstruction of Riverside Park and create a park and trail system that extends along the 5-mile stretch of the Platte South of Evans. This system may one day connect to Greeley, Milliken and LaSalle as well. Before we begin the planning process, we'd like to get your input.

## South Platte River Activities Survey

### Section I: General Background Information

First some basic data . . .

1. Please select your age range.

- Under 17     
  18-30     
  31-50     
  Over 50

2. What is your gender?

- Female     
  Male

3. Where do you live

- Evans     
  Other \_\_\_\_\_  
 Greeley  
 Weld County (not Evans or Greeley)

### Section II: Recreational Interests

1. Below is a list of outdoor activities that could be provided along the South Platte River. Please indicate your or your family's level of interest in participating in each of these activities.

	Interested	Neutral	Disinterested
Bicycle Trails - Paved	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bicycle Trails - Unpaved: BMX/Mountain Bike	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Horse Trails	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Nature Trails - Walking/Hiking	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fishing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Natural open space	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Off leash dog areas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Kayaking/Canoeing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Floating the river (inner-tubes, rafts, etc)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Bird watching/wildlife viewing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Environmental education	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Picnicing	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Camping	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Other (please specify)

2. Which of these activities have you or someone in your household participated in the last year? (choose all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> Bicycling - paved trail         | <input type="checkbox"/> Kayaking/canoeing                       |
| <input type="checkbox"/> Bicycling - BMX/mountain biking | <input type="checkbox"/> River float trip / rafting              |
| <input type="checkbox"/> Horseback riding                | <input type="checkbox"/> Birdwatching or Wildlife Viewing        |
| <input type="checkbox"/> Hiking/walking in a nature area | <input type="checkbox"/> Attended an outdoor educational program |
| <input type="checkbox"/> Fishing                         | <input type="checkbox"/> Picnicing                               |
| <input type="checkbox"/> Visit to an open space preserve | <input type="checkbox"/> Camping                                 |
| <input type="checkbox"/> Running your dog off-leash      |  |

3. What is your overall interest in having increased access to the South Platte River

- Interested  
 Neutral  
 Disinterested

### Section III: Final Thoughts

1. Would you be interested in providing additional input by attending one or more upcoming meetings regarding the South Platte River Recreation Corridor Plan?

- Yes  
 No

If yes, please provide an e-mail where we can easily contact you.

2. Thanks for taking our survey. Do you have any additional comments or suggestions for our upcoming South Platte River Recreation Corridor Master Plan?

Thank You!  
😊

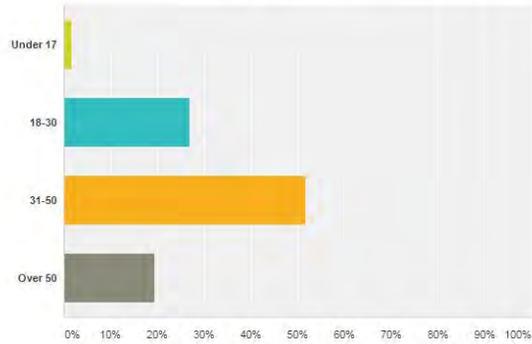
# Appendix B - Community Survey Results

The following are the results of the community survey.

## Section 1 - Question 1:

Please select your age range.

Answered: 226 Skipped: 1

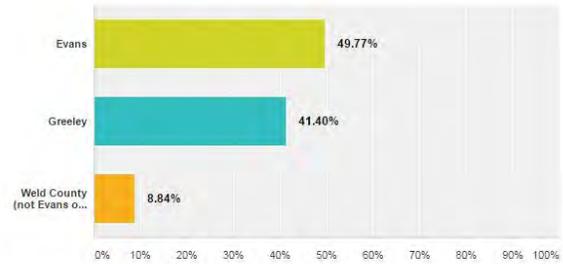


Answer Choices	Responses	Count
Under 17	1.77%	4
18-30	26.99%	61
31-50	51.77%	117
Over 50	19.47%	44
<b>Total</b>		<b>226</b>

## Section 1 - Question 3:

Where do you live

Answered: 215 Skipped: 12

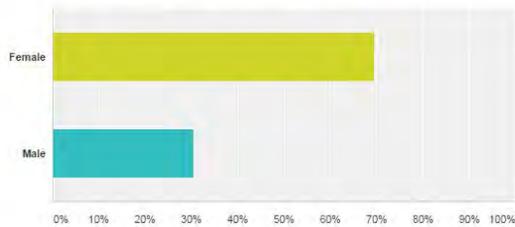


Answer Choices	Responses	Count
Evans	49.77%	107
Greeley	41.40%	89
Weld County (not Evans or Greeley)	8.84%	19
<b>Total</b>		<b>215</b>

## Section 1 - Question 2:

What is your gender?

Answered: 226 Skipped: 1

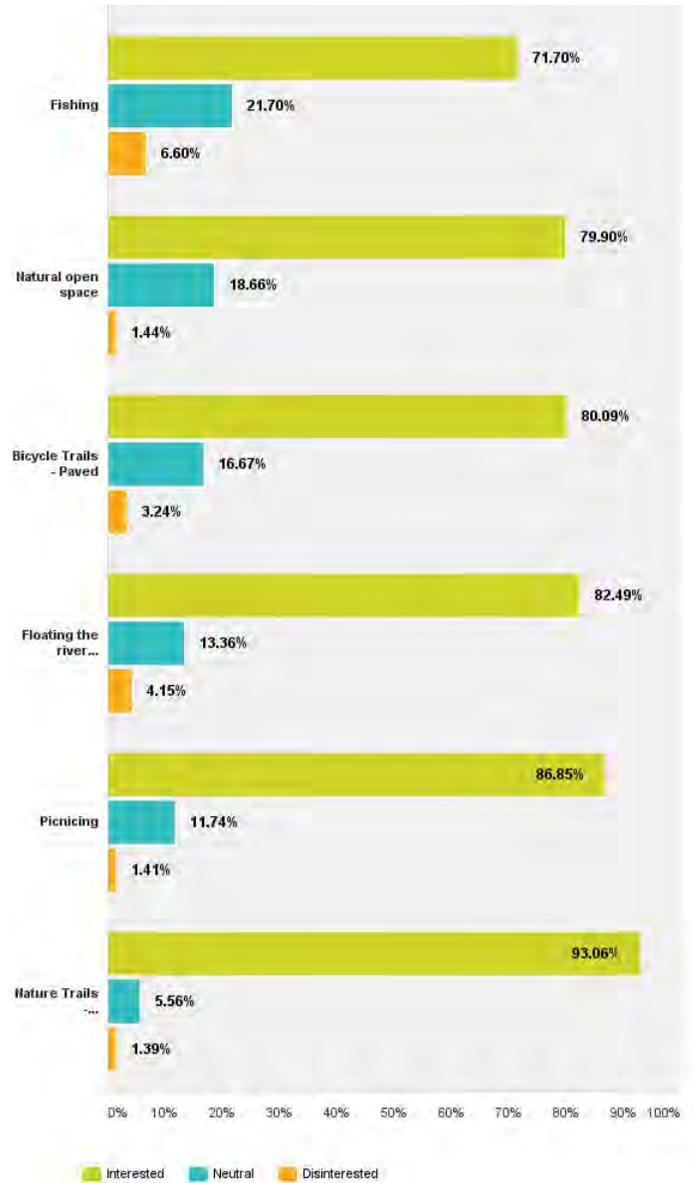
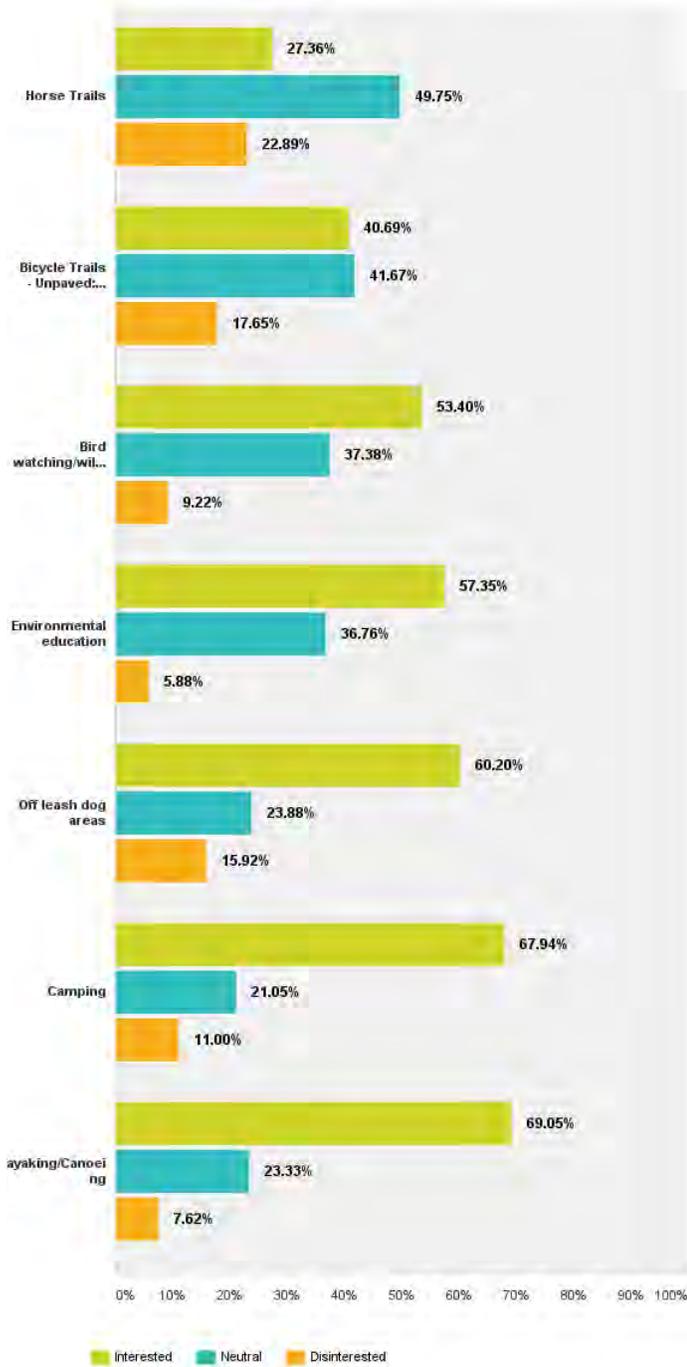


Answer Choices	Responses	Count
Female	69.47%	157
Male	30.53%	69
<b>Total</b>		<b>226</b>

Section 2 - Question 1:

**Q4** Below is a list of outdoor activities that could be provided along the South Platte River. Please indicate your or your family's level of interest in participating in each of these activities.

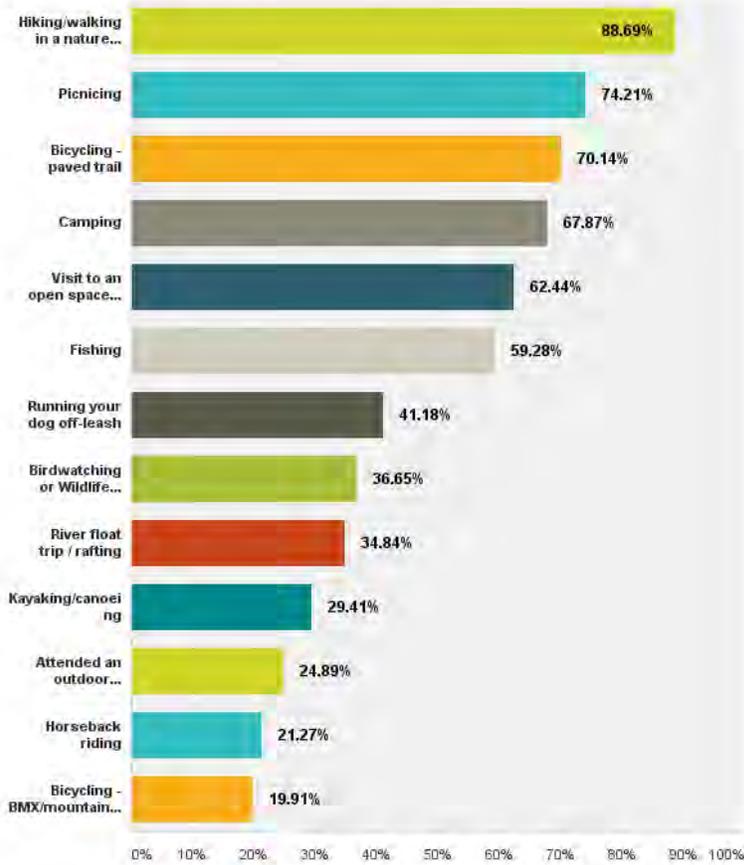
Answered: 222 Skipped: 5



Section 2 - Question 2

**Q5 Which of these activities have you or someone in your household participated in the last year? (choose all that apply)**

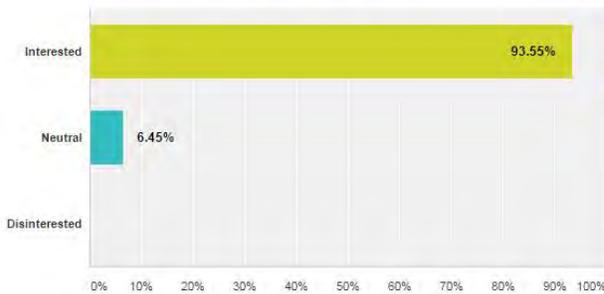
Answered: 224 / Skipped: 8



Section 2 - Question 3

**What is your overall interest in having increased access to the South Platte River**

Answered: 217 / Skipped: 10



Answer Choices	Responses
Interested	93.55% 203
Neutral	6.45% 14
Disinterested	0.00% 0
Total	217

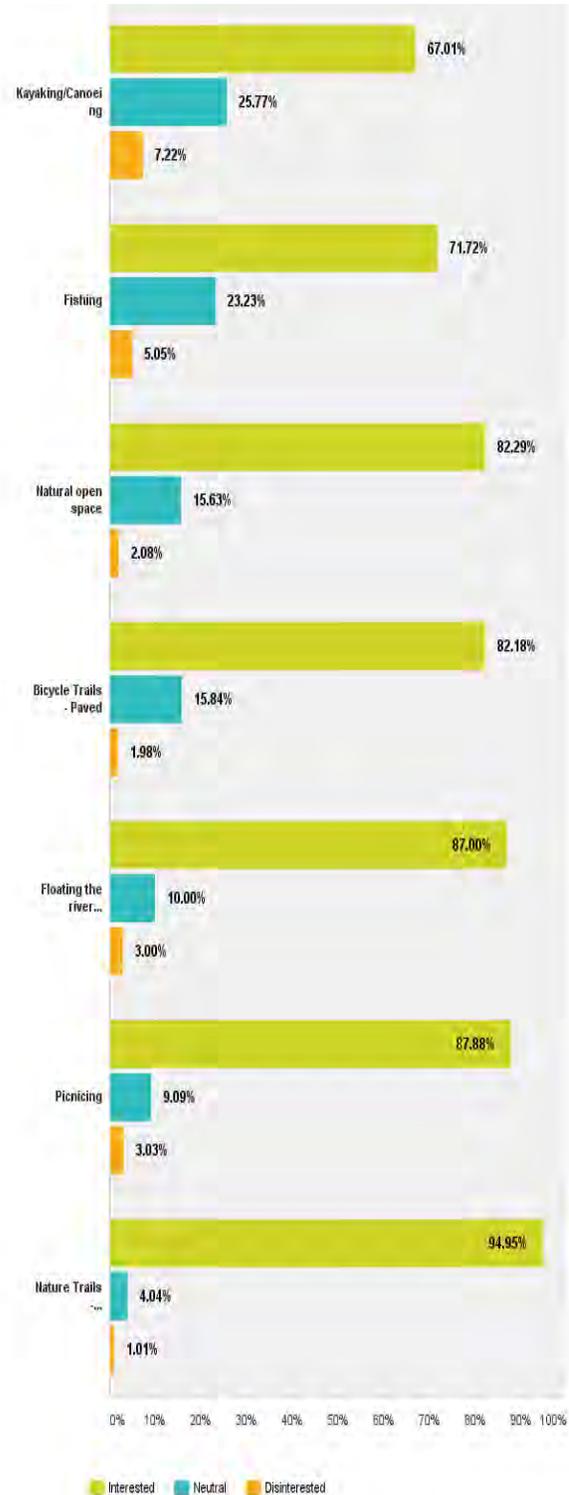
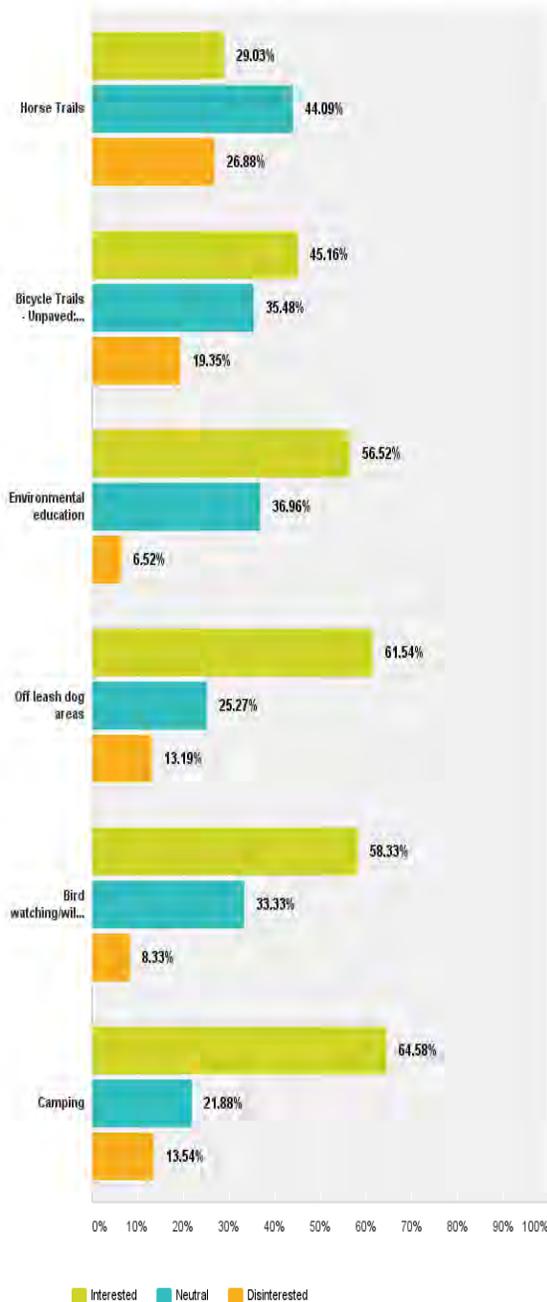
# Appendix C - Survey Results (Evans Only)

The following are the results of the selected survey questions as answered exclusively by Evans Residents.

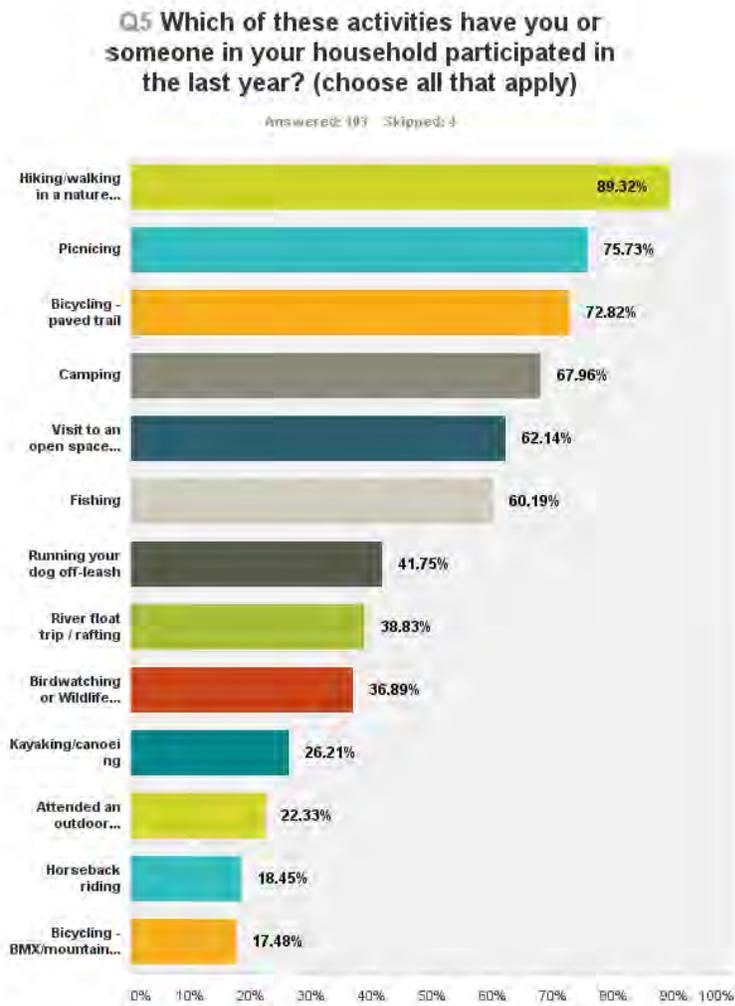
## Section 2 - Question 1:

Q4 Below is a list of outdoor activities that could be provided along the South Platte River. Please indicate your or your family's level of interest in participating in each of these activities.

Answers: (84 Skipped)



Section 2 - Question 2:



# Appendix D - Focus Group Materials and Responses

Script Outline for City of Evans Discussion Groups  
City of Evans Planning Department  
10/28/2015  
Facilitated by Leslie Beckstrom and Rachel Freeman  
Weld County Department of Public Health and Environment

## *I. Introductions*

Chad Reischl will welcome and introduce the discussion group purpose to each group.

- Thanks for coming today, we really appreciate your time and input.
- The City of Evans recognizes the great potential for recreation along the South Platte River
- We feel that further investment in the river corridor will enhance the quality of life in Evans and promote economic development. Therefore we are in the process of creating a Recreation Corridor Master Plan.
- While the City's first priority is the reconstruction of Riverside Park; this Master Plan sets a course for expanding upon that investment in the long term.
- This focus group will help the City determine needs, desires, concerns, strategies, etc. that will need to be addressed in the plan. Planning staff will take this information and use it to create a plan of action for the corridor
- We've brought you together today to get your professional thoughts and opinions on this planning project. We want to know what ideas, concerns, or strategies your organization would have in relation to these questions. While you may have personal thoughts or opinions on today's topics we'd like those to take a back seat in today's discussion.

*Group facilitators will introduce themselves along with the discussion process and reminders*

"Good afternoon (evening), my name is Leslie Beckstrom (Rachel Freeman). I am the Healthy Eating Active Living Coordinator (Tobacco Control Program Supervisor) with the Weld County Department of Public Health and Environment. We have been asked by the City of Evans Planning Department to conduct these community discussion groups to help them understand the potential and desire for recreation along the South Platte River.

As a reminder, your participation in this discussion group is entirely voluntary, and you are welcome to leave at any point or simply to choose not to answer a question if you don't want to. Your answers will remain blinded, but do become part of the community engagement record for the City of Evans. *For resident group only* – To be eligible for the gift card drawing, you must be present to win. We ask that you turn off your cell

phones or pagers. If you cannot and if you must respond to a call, please do so as quietly as possible and rejoin us as quickly as you can.

We are going to capture your desires and concerns utilizing chart paper and note taking. The entire discussion experience should take about an hour to an hour and half. There are snacks and beverages (dinner and beverages) in the back of the room. You are welcome to go and help yourself at anytime. Are there any questions so far?

Leslie Beckstrom (Professional Group facilitator) and Rachel Freeman (Residents Group facilitator) will go over the Ground Rules for Discussion. We want you to feel free to express your views openly. Our role as moderators will be to guide the discussion. Ultimately we want you to talk to each other. Therefore, we ask that you follow these discussion ground rules:

- **Listen carefully** – respect everyone’s opinions and viewpoints
- **Speak truthfully** – be transparent and honest
- **Remain open** – be flexible with changes and allow for alternative points of view
- **Respect diversity** – all populations, economic sectors and community groups are welcome
- **Be inclusive** – all voices, opinions and perspectives are of value
- **Honor each other** – consider totality of circumstances when making decisions affecting other members

These will stay posted to the wall for the remainder of the discussion.

#### *Group Specific Questions*

##### Professional Group

Let’s begin by introducing yourself. Tell us your name and the organization you work for.

1. What do you see as the potential benefits of allowing more access to recreation in and along the river?  
Probe: Which of these do you believe are more important?  
F/U: What should be the vision for recreation along the South Platte River?
2. What are your primary concerns relative to opening up the South Platte River to more recreation?  
Probe: How would you prioritize this list? Top three concerns?

3. What considerations need to be made for account for these concerns?
4. What might be some obstacles or issues that we might encounter? How might we overcome them?
5. If access were provided, what sort of amenities would you recommend we provide (examples might include, lighting, signage, seating, restrooms, etc.)  
Probe: What mixture of recreational use do you envision for the South Platte River? Explain?
6. What partners might we tap into for successful implementation of the plan?  
Probe: Please share contact information for each of these potential partners.  
Probe: What opportunities do you see for the public to participate in this planning process?
7. What sort of funding mechanisms might the City look at for implementation of the plan?  
Probe: What is the advantage of each of these funding possibilities?  
F/U: Which one would you recommend be sought as the priority?
8. Have we missed anything that should be mentioned?

#### Resident Group

Let's begin by introducing yourself. For the remainder of the discussion, please try to utilize first names.

Give instructions for the "common ground" activity.

Now that we have learned a little more about each other, let's continue:

1. Please tell us a little bit about what your motivation or reason for coming today.
2. Tell us about the types of recreation that you are personally interested in seeing along the river.  
Probe: How would you prioritize this list?
3. What do you see as the benefits of allowing more access to recreation in and along the river?  
Probe: Which of these do you believe are more important?  
F/U: What should be the vision for recreation along the South Platte River?
4. What are your primary concerns relative to opening up the River to more recreation?  
Probe: How would you prioritize this list? Top three concerns?
5. If access were provided what sort of amenities would increase your use of the river corridor, (examples might include, lighting, signage, seating, restrooms, etc.)



Probe: What mixture of recreational use do you envision for the South Platte River? Explain?

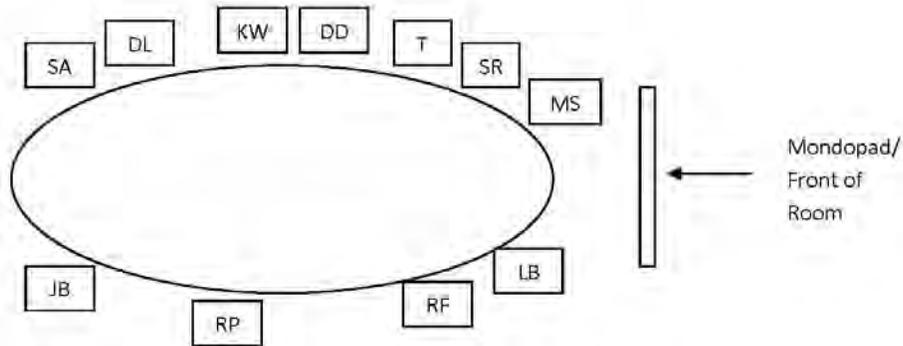
6. Implementation of the plan will cost a significant amount of money. How do you feel about supporting this endeavor financially (e.g. would you support a small increase in property taxes and/or borrowing money for land purchases and amenities)? Would you support user fees to offset costs?

F/U: Which one would you recommend be sought as the priority?

7. Have we missed anything should be mentioned?

**South Platte River Focus Groups – 10.28.15**  
Professional Group Discussion Notes

Map:



Key:

- DD**- Deb DeBoutez, Greeley Neighborhood Resources
- DL**- Daniel Lawrence, UNC Outdoor Pursuits
- JB**- John Barnett, City of Greeley-Planning
- KW**- Kristan Williams, City of Evans Communication
- RP**- Ron Pristera, Evans Fire Dept.
- SA**- Silas Arnold, UNC Outdoor Pursuits
- SR**- Steve Roach, Property Owner
- T**- Tine, Wife of Steve Roach
  
- MS**- Maggie Shawcross, Facilitator
- LB**- Leslie Beckstrom, Facilitator
- RF**- Rachel Freeman, Facilitator

**Question 1: What do you see as potential benefits of allowing more access to recreation in and along the river?**

KW: Economic development potential. If people have access to the river there will be more opportunities for sales revenue (snack shops and that sort of thing).

SA: More educational opportunities

DD: It would be really fun! Can fish, camp, picnic, Frisbee. Misses Riverside Park. It was a real jewel for the City of Evans.

DI: It will keep people in Evans. He takes UNC students elsewhere for recreational activities. It will keep money local.

DD: Educations on the history of the River and the region.

RP: Doesn't really talk about benefits much.

SR: Keeps youth outside doing "hearty" sports.

JB: River trail and corridor as an economic driver. Show that people value the community which brings more business as a result.

**Question 2: What are your primary concerns relative to opening up the South Platte River to more recreation?**

DD: The history and making connection to the agricultural heritage is most important.

DL: Education-teaching different techniques to students.

KW: Doesn't see economic development as siloed.

SA: Environmental Impacts

DL: Vandalism

SR: Safety is a concern, some people don't realize the danger of the river. Liability is a concern.

DD: Might take people away from Greeley.

DL: Open it up to people not just in Greeley/Evans area. There is a pro and con of having more people coming outside of the region.

KW: Monitoring- people might not use good judgment.

RP: Need to have clear cut authority on who can say when the water/shore can be accessed and when it can't. A 5 mile stretch of river can create all kinds of problems.

JB: History of using the river as a dumping ground (old cars, rebar, old cement, etc). There is evidence of this all along the corridor. This impacts the environment and creates concerns beyond the mere clean-up. There can be health impacts with inappropriate or comprehensive clean-up.

**Question 3: What considerations need to be made to account for these concerns?**

DD: Protecting private land owners as far as liability.

RP: Is it structurally going to be under government or is it "play at your own risk"? It has to be worked out in advance. Need clear cut communication of river access. Need clear map of public v. private property. How do you call for help if someone's drowning? The infrastructure needs to be there.

SA: Signs need to be posted with expectations of public.

T: Will there be limited access to the river?

RP: There is a model for that with the National Forest. Will property owners be responsible for paying for the signs? Doesn't think that is a reasonable expectation of property owners.

DL: Will there need to be more police presence over certain points of the day? There should be visibility of security personnel.

DD: Ecological integrity of the area.

JB: Major landfill will need to be cleaned up. This may affect public safety efforts.

**Question 4: What might be some obstacles or issues that we might encounter? How might we overcome them?**

KW: Parking/Access Points.

DD: How much does City of Evans own of the River stretch? You could build parking potentially, but need to have ownership of land. Sometimes the river is really low and the water comes from downtown Denver so clean water is an issue. How do we overcome that? –not sure.

RP: There's only one bridge to get to the other side. Being about to know where you are along the river has to be taken into consideration in case of an emergency. You can't get to the South side of the River. There will be a lot of different government entities involved in this project and we have to know how to deal with it.

DD: You'll encounter opposition from property owners. Need to know when to compromise and meet their needs.

SR: Main concern is liability. Need access across everyone's property. It's a worthwhile project but needs to be dealt with on an individual basis.

RP: How does title address ownership with your property? (Question posed to SR)

SR: We own to the middle of the river (the land under the river, not the water). One property goes across the water.

RP: I'm used to government owning the water.

SR: There are certain places in the North Platte where you can't touch ground under the water.

DL: Understanding whose private land you can hike through is important. Do research on how this happened during the years. Seen signs stating "stay on trail"

RP: Plan has to proceed with the government drafting the plan and providing a template to property owners. This will help alleviate burden on property owners and may speed up the development process.

SR: Main thing is doesn't want the liability. Thinks that many property owners think this way as well.

**Question 5: If access were provided, what sort of amenities would you recommend we provide?**

DL: He hasn't gone out himself to see the land, but should put in campground to help with revenue. If the campground washes out in the winter it's not a big deal. Parking lots, more than one put-ins and take-outs. Have restrooms and call boxes like the North Platte River has.

KW: Signage would be key at every access point. Information about if you have a problem where's where you can go. She's on the fence about lighting because it may encourage people to be there after dark.

DD: Beaches, shared usage access, trash service, interpretive signs.

KW: Restrooms to protect property owners. Seating in various areas to fish.

SA: Changing rooms conducive to families

**Question 6: What partners might we tap into for successful implementation of the plan?**

KW: Big financial companies. Who pays for it? Need to think long-term for maintenance. This is a huge thing to think about.

DD: Both chambers would be interested, anybody in recreation. District 6 for education, Weld County Health Department, North Colorado Health Alliance, non-profits that focus on health, FEMA?, could the city raise taxes?

JB: Disaster relief compensation of community upgrades.

KW: Wildlife and Game

DD: Bird watchers

DL: UNC and the RTH Program, the ropes course was built for class credit. This could be another resource. Could have classes at the river. Aims Community College could be involved too. Oil and Gas Industry, the Monfort Family, Anheuser Busch.

DD: User fees/taxes

**Question 7: What sort of funding mechanisms might the City look at for implementation of the plan?**

DD: Grants

KW: There is an assumption that the City of Evans will find the money. This is not a given.

RP: It's a chicken and egg situation. Need to know how much the project will cost before talking about funding. It will take years of work. What does successful mean? Need to get it done in stages. How will it be staged? It will take decades of work. Are you going to try to build a trail?

DL: How was the Poudre River Trail developed? Look to them for guidance. Day use fees, donations, sponsors could also be used.

JB: Weld County because of the old landfill. EPA because of the need to clean-up the corridor. Believes a GOCO Legacy grant would be ideal.

**Question 8: Have we missed anything that should be mentioned?**

DD: Have you reached out to people who are managing trails along other rivers? Are we certain the river won't be dammed?

KW: Requests that the City loop back to people who went to focus groups. There needs to be follow-up with this project.

DD: Get private property owners involved right now.

South Platte River Master Plan Focus Group – 10/28/2015  
Professional/Stakeholder Group – Chart paper notes

**Question One** – What do you see as the potential benefits of allowing more access to recreation in and along the river?

- Economic development potential; access to River brings people to the area – people will spend money here.
- Educational – youth involvement
- Really fun – canoeing, fishing and camping
- Give recreation access to people here, keep people here; keep them locally
- History – think like the Poudre Heritage; South Platte River has historically importance to this area/region
- Brings youth outside and into nature

**Question Two and Three** – What are your primary concerns relative to opening up the South Platte River to more recreation? What considerations need to be made for account for these concerns?

- Vandalism
  - More police visibility/presence
  - Outside hours – closed dusk to dawn
- Safety – river is dangerous at certain times of the year
  - Ecological integrity of the area
  - Existing landfill near rive that needs to be cleaned up
- Might take people away from Greeley
- People from outside the region might come into the area
- Monitoring of the area
- Questions of who owns the water. Where does the government ownership start and stop.
- Private property owners – protecting them from liability
  - Is it under the umbrella of government? This needs to be worked out in advance.
- Need for infrastructure
- Determine access points (number and where)

**Question Four** – What might be some obstacles or issues that we might encounter? How might we overcome them?

- Parking at/for access points; how much of area around park is owned by City of Evans?
- Enough water; enough clear water
- Access to the river
- Will encounter concerned property owners
- Property owners are concerned about liability

- There are trails that run through private property and rules that go with that
- Property owners mostly concerned with liability; they don't want to deny people from enjoying the river

**Question Five** – what sort of amenities would you recommend we provide?

- Campground; nightly fee (revenues) going back to the City
- Parking lots (more than one)
- Put in/take out points; access points
- Signage at every single access point
- Call boxes
- Lighting; does this encourage access to park after hours? Do we want this? Does this encourage or discourage vandalism?
- Beaches
- Shared usage
- Trash service
- Interpretive signs
- Restrooms
- Seating (to sit and fish)
- Changing areas

**Question Six** – What partners might we tap into for successful implementation of the plan?

- Financial component here; long term funding needed, not just construction for maintenance too
- Chambers of Commerce
- Cultural parks, Recreation districts
- School districts
- Health Department, Health Alliance, state level health department
- FEMA funds – disaster relief
- CDBG
- Recreation partners – Wildlife and Game, Audubon Society
- University of Northern Colorado (hospitality and recreation departments)
- Aims Community College
- Big companies
- Oil & Gas companies
- Monfort family
- Taxes and user fees

**Question Seven** – What sort of funding mechanisms might the City look at for implementation of the plan?

- Grants
- Not a given that City owns the project; consider forming its own non-profit?
- What is the plan? Timeline; definitely need to break this into stages

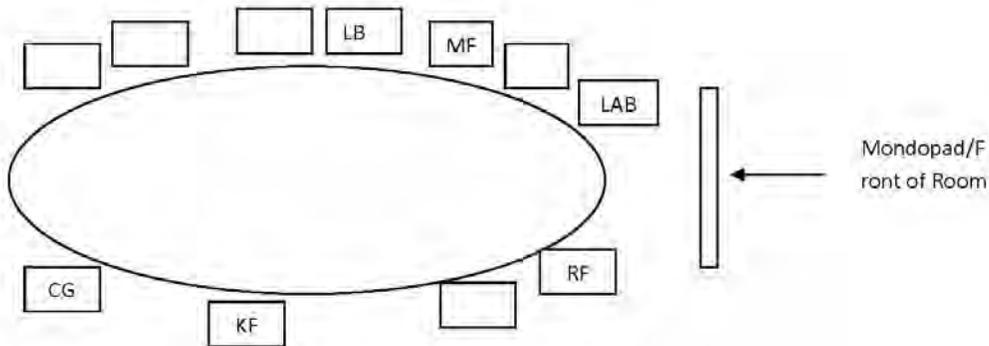
- Looking at past project; Poudre Rive trail – how was that done? How property owners were held responsible/involved?

**Question Eight** – Have we missed anything that should be mentioned?

- Have efforts been made to reach out to others trails? To learn what they have done?
- As efforts more forward, involve people who have an interest
- Involve private property owners from the beginning.

**South Platte River Focus Groups – 10.28.15**  
Resident Group Discussion Notes

Map:



Key:

- LB – Laurie Baer
- MF - Marcus Finning
- KF – Kyle Myers
- CG – Colleen Griffith

- LAB- Leslie Beckstrom, Facilitator - note taker
- RF- Rachel Freeman, Facilitator

**Question 1: Tell us a little bit more about your motivation or reason for coming today?**

LB: Heard about the meeting for the Master Plan at a previous open meeting. Excited about the possibilities, like a bike trail from Evans to Denver.

CG: Misses being able to go to Riverside Park; a possibility for “recreation” within Riverside Park is exciting.

KF: Works for Evans; has strong interest in the community; Loved being able to go to Riverside Park; Interested in having the park back.

MF: Wants to find other outdoor activities to do with his children.

Questions 2-7 were captured onto chart paper. The responses are grouped without individual identifiers.

**Question Two** – Tell us about the types of recreation that you are personally interested in seeing along the river.

- Trails and open space; both paved (for bikes) and unpaved (for runners) would be good; these could be situated side-by-side.
- River access; tubing; canoeing; fishing.
- Scenic views; resting points – somewhere at the higher points; especially for older adults.
- Picnic shelter

Group was asked to prioritize these. They choose to prioritize: trails; scenic views and resting points

**Question Three** – What do you see as the benefits of allowing more access to recreation in and along the river?

- Being able to stay close to home for recreation options; less travel time in a vehicle.
- Close access
- Open space to merely enjoy and for stress release; could go there for a lunch period, etc.
- Use the area to attract wildlife and birds (especially song birds); Utilize planting to attract bees and butterflies; would need small prey for larger birds like falcons, hawks and eagles.
- Bicycling trails to connect to other destinations and towns; connectivity
- Quality of life
- More recreation leads to better health (and public health)
- Economic development

Group was asked to indicate which of these was most important. They choose: open space and quality of life.

**Question Four** – What are your primary concerns relative to opening up the River to more recreation?

- People dumping trash along the river
- People of questionable character (drug and alcohol use) or mental illnesses hanging and/or living along the river (vagrancy). Big concern regarding safety of other people visiting the area or utilizing the park/corridor.
- Police/safety enforcement of the area
- Chemical monitoring – what is in the water and coming downstream from Denver?
- Visibility of the area – dark and concealed areas could be a problem; may need lights
- Monitoring for health impacts

Group was asked to prioritize these. They choose vagrancy and safety as the top concern.

**Question Five** – If access were provided, what sort of amenities would increase your use of the river corridor (examples might include lighting, signage, seating, restrooms, etc)?

- All of the given examples (lighting, signage, seating, restrooms)
- Dog waste bag stations
- Lighting – can be expensive, especially on trails; riding at night might be questionable.
- Restrooms; portable might be better due to tagging, maintenance and cleaning issues.
- Access and departure points; multiple ones along the corridor

- Parking
- Shelters and benches

**Question Six** – Implementation of the plan will cost a significant amount of money. How do you feel about supporting this endeavor financially (e.g. would you support a small increase in property taxes and/or borrowing money for land purchases and amenities)? Would you support user fees to offset costs?

- Group was interested in better understanding how much support the plan already had. Having an idea of how much financing would be needed and where it would come from would be helpful. Even if this was a good estimate.
- They want to know it is going to cost.
- Concern about the amount of money (percentage) being spent on infrastructure verses administration. They would want the project to have high transparency.
- Most feel that user fees would be a good idea, but the enforcement would be difficult (and possibly expensive from a personnel point-of-view). Good idea in theory but relies on the honor system for collection potentially.
- Would be willing to consider a tax increase to fund but want the money spent on infrastructure not necessarily "art" projects.
- Other funding options could include: marijuana tax dollars, oil/gas dollars, impact fees for new development
- User fees could include: canoe and/or boat inspection fees; fishing fees
- Potential grants could include: GOCO and DOW (Dept of Wildlife)
- Last idea was being able to identify contributions from other interested parties working to secure connectivity across the region, especially if this were to become a larger project in scope.

**Question Seven** – Have we missed anything that should be mentioned?

- Future impact fees
- They really wanted to know what was already on the drawing board. Where it stands? And about projections?

Chad Reischl restated that Riverside Park is the number one priority. The city anticipates potential property acquisition. City sees nature trails as a quick win.

He also mentioned plans for the ditch trail corridor which would connect Evans neighborhoods and the river. There is already a ditch access road which is dirt and already fairly level. He also mentioned Ashcroft Draw.

CITY OF EVANS, COLORADO

RESOLUTION NO. 19-2016

A RESOLUTION ADOPTING THE SOUTH PLATTE RIVER  
RECREATION MASTER PLAN

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

**WHEREAS**, the City of Evans had previously approved a master planning effort for the South Platte River prior to the 2013 flood event; an effort that was put on hold due to the more immediate concerns, and

**WHEREAS**, the City of Evans' Staff has now reengaged in this master planning project for a recreation corridor along the South Platte River, and

**WHEREAS**, this plan builds upon and expands existing planning efforts, including the Comprehensive Plan, Transportation Plan, Parks, Recreation, Open Space and Trails Plans, Riverside Master Plan and others, and

**WHEREAS**, the City of Evans Staff, has collected significant input from residents, adjacent governmental bodies and other stakeholders for the completion of the plan, and

**WHEREAS**, the City acknowledges its interest in planning for recreation amenities along the South Platte River to enhance the quality of life of its residents and encourage recreational visitors to our City,

**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 supports and adopts the South Platte River Recreation Corridor Master Plan.

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

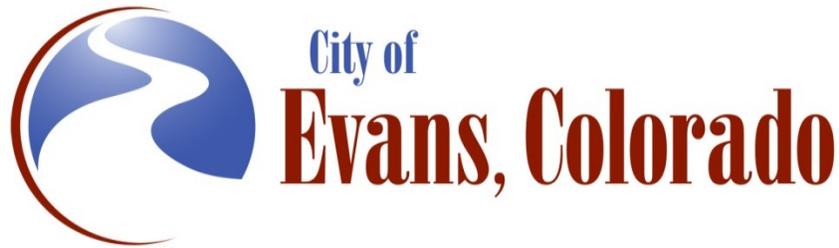
ATTEST:

CITY OF EVANS, COLORADO

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

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

John Morris, Mayor



## City Manager - Monitoring Report

April 5, 2016

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

### ➤ **Communications**

Joni Crist, Utility Billing Specialist for the City of Evans, presented at the national SENSUS Reach 2015 Conference in October. The description of Joni's session, titled "Navigating the Water of Change during a Meter Upgrade" was: *Upgrading water meters requires a plan, a budget and a timeline. You need to create the procedures and processes you'd expect. You also need to be nimble to address the things you didn't anticipate. Learn how the City of Evans, Colorado partnered with Sensus to update all of the town's water meters and the many benefits realized.* Her presentation was so well received that SENSUS reached out to her to request that the story of our meter replacement efforts be the focus of a case study for their company. The attached document is the final print piece the company produced and is distributing. Thank you Joni for representing the City in such a professional manner – you made us proud!

### ➤ **Emergency Management**

#### **Operation Center Activations:**

Operation Center was activated for 12 hours during the March 2016 Incident. There were no reports of any significant damages. Major issues included lights out or malfunctioning, communication issues due to dispatch being without power, and temporary power outages.

#### **Plans:**

Staff has completed drafts of the Pandemic and EOC plan. Both plans are in the review process and should be implemented by the end of April. Current plans that are in progress at this time include Emergency Procurement and Resource Mobilization.

#### **After Action Report:**

Staff has completed and published the After Action Report from the January 8, 2016 exercise.

#### **Training:**

- City of Evans will be hosting a PIO class covering Joint Information Systems/ Joint Information Center on April 26, 2016.
- Weather Spotter Class TBD
- ICS 300 May 19 and May 20th

➤ **Finance**

Please find the Final December sales tax update below.

**2015 Year-to-date Actual vs. Budget, we ended the year \$1,067,826 ahead.**

December 2015 - Final			
Category	2014 YTD	2015 YTD	% Change
Base	2,404,013	2,635,074	10%
Commercial	1,976,098	1,932,842	-2%
Industrial	2,807,173	1,772,373	-37%
Utilities	720,536	716,130	-1%
Motor Vehicle	1,519,251	1,370,193	-10%
<b>Total</b>	<b>9,427,071</b>	<b>8,426,612</b>	<b>-11%</b>
December 2015 - Final			
Lodging	99,130	98,838	0%

Please find the Preliminary January 2016 sales tax update below.

January 2016 - Preliminary			
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%
January 2016 - Preliminary			
Lodging	7,998	5,898	-26%

As far as the monthly projection goes, we are \$111,897 short of what we needed to collect this month to meet our annual budget. This does not include motor vehicle tax. Weld County has changed the timing of the tax distribution, therefore, as we receive information, we will be issuing a final sales tax report for January that includes motor vehicle tax.



# City of Evans, CO Reduces Estimated Meter Reads by 94 Percent

Sensus technology improves billing accuracy and supports growing population

CASE STUDY

## Challenge

- **Improve billing accuracy and customer service**

## Solution

- **Implement a smart water network from Sensus**

## Reach Farther

- **Provide a clean, safe environment to a growing population**

### Old meters slow operations and lose money

It's billing time at the City of Evans, Colorado water department. For the past 14 years, Randy, an Evans technician, has devoted days out of every month to drive the streets and read each of the city's 6,500 water meters. Despite Randy's hard work and long hours, the reads aren't always accurate because the aging meters estimate the data. Plus, the process takes so long that there's often not enough time to review the data before the bill goes out the door.



Spring flowers bloom at the City of Evans Community Complex, a popular gathering spot for residents and home to the city's water department.

"We couldn't provide customers with the best possible service because our technicians were tied up for days each month manually reading meters,"

said Joni Crist, utility billing specialist, City of Evans, Colorado. "We knew we needed to make a change."

### Managing rapid population growth

The City of Evans is located about an hour north of Denver. With approximately 20,000 residents and counting, the city is growing so fast that its newly-built Prairie Heights Middle School is already at capacity. Challenges with meter reads and billing will only get bigger as the population grows.

### Wasted time and resources

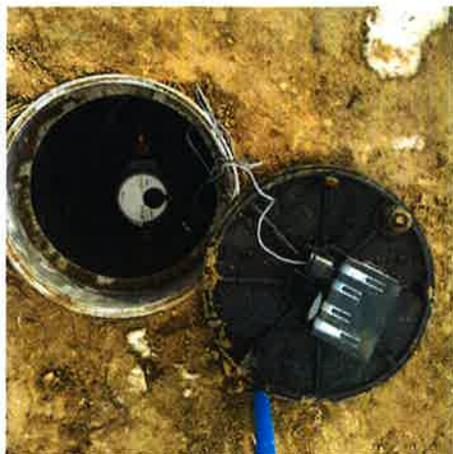
Aging meters and inaccurate reads are not just a hassle for the utility, they prevent the water department from meeting the needs of its customers. A case in point: the meters were so old that, at one point, approximately 1,500 of them were billed using estimated water use, some for as long as four years. This situation meant incorrect monthly bills for nearly one quarter of the city's residents.

"After we finally collected data from our meters, we had to rush to get the bills out the door," said Crist. "We had very little time to examine the invoices for

**"We're so glad we upgraded our technology when we did. We've set ourselves up for sustainable growth for years to come."**

potential leaks and other problems that were affecting our customers.”

It was time for the city to update its infrastructure and improve customer service.



A Sensus iPERL meter connects to a SmartPoint to gather data for the utility.

### Finding the right solution

The City of Evans deployed Sensus iPERL® residential and OMNI™ commercial water meters, as well as the FlexNet® communication network in order to:

- Improve billing accuracy
- Cut the time it took to conduct meters reads
- Better serve its customers

### Improving customer service with new technology

“Sensus’ technology helps us better serve our customers,” said Crist. “With the extra review time during our monthly billing process, we can catch issues before they are reflected on their bills and save them money.”

The smart water network has empowered the city to decrease the number of estimated meter reads from 1,500 to 74. This whopping 94 percent reduction has been a game changer in operational efficiency and customer service. At the start of the monthly billing process, Evans now receives accurate usage data—without having to drive the city’s streets.

The utility also reduced the number of manual meter reads it conducts by 84 percent. This means that Randy can use the time he previously spent reading meters helping customers. Plus, the staff has time to examine invoices and proactively alert customers to potential water leaks or other issues. Now when Randy visits a home or business, they know that he’s there to help.

“Our technicians have noticed a

difference in customer satisfaction,” said Crist. “Armed with data collected from new meters, they’re able to work with customers to quickly identify solutions to their problems.”

### Investing in a solution for today and tomorrow

Because the FlexNet system is scalable, it can help the city fulfill its quest to be an “economically diverse, self-sufficient community providing a clean, safe, family-friendly environment with growth-oriented infrastructure.”

As a growing community, Evans is poised to handle utility billing for its new residents with greater efficiency and accuracy. No matter how many people call this Evans community home, they can count on superior service from the city’s dedicated staff.

“We’re so glad we upgraded our technology when we did,” said Crist. “Not only does it benefit our current customers, but it also gives us the high-quality equipment we need to be ready for the newcomers to our city. We’ve set ourselves up for sustainable growth for years to come.”

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## COUNCIL COMMUNICATION

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**DATE:** April 5, 2016  
**AGENDA ITEM:** 11.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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